

# **Terms of Service of Hostingbuk.com**

## **Usage Policies for All**

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**V-1.0 Effective from 01.01.2018**

## **Important Legal Agreements**

Hostingbuk.com provides web hosting to clients worldwide, and we have a responsibility to protect each client and to provide the best services available. All clients of Hostingbuk.com are subject to the following terms of service:

### **Acceptable Usage Policy**

Examples of unacceptable material include: IRC Bots, Proxy Scripts, Anonymizers, Pirated Software, Warez, image hosting only sites that do not host an actual domain/normal website content, Escrow, High-Yield Interest Programs(HYIP), Bank Debentures, Livechat /Chat Scripts, Download sites(Pirated software), Bank Debenture Trading Programs, and Prime Banks Programs, lottery sites, muds, rpg's, hate sites, hacker focused sites/archives/programs, sites promoting illegal activities, Flash Games or Online Gaming Sites, Movie's, MP3 Songs, File hosting. No refunds will be given.

We reserve the right to refuse service to anyone. Any material that in our judgment that is obscene or threatening is prohibited and will be removed from our servers with or without notice. Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. If in doubt regarding the acceptability of your site or service, please contact us and we will be happy to assist you. No refunds will be given.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita). Any site found to host child pornography or linking to child pornography will be terminated immediately without notice. We will also report this to the appropriate authorities. No refunds will be given.

You are not allowed to create hosting with free domains like .tk .ga .ml .cf and other free domains. The numbers of abuse cases are increased with the use of free domains. If you want to host free domain you need to get approval from our abuse/security team

Hosting Courier Sites are not allowed under our server. If hosted and notified by our Team We will suspend it. For unsuspension client he/she should send us the Company Registration proof, Identity Proof Provided by the Government After verification we will unsuspend the account. Failure of providing proof within the timeframe will held in service cancellation and no refunds

Every cPanel will be allocated with 100% CPU, RAM: Up to 1GB, IO & IOPS: Up to 1 GB. In Shared environment the sites should maintain the resource under the limit and MySQL query timing should not take long to process. If any accounts using more than the fair usage policy will be suspended and we can give single IP Address access for optimization

**Uptime** The uptime of a server is defined as the reported uptime from the operating system of the server which may differ from the uptime reported by individual services. Hostingbuk.com cannot 100% guarantee the uptime status of any server for many factors which may include but not limited to updates to software, malicious or intentional activities, hardware failure, acts of God defined as conditions beyond our (Hostingbuk.com and/or our vendors that provide equipment or services to us) control that interrupts services at a facility.

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**Mailing Policy and Limits:** Sending Bulk mails are not allowed on our server, per cPanel account can send 150 Mails per Hour. If any accounts seems to be spamming it will be suspended with or without any notice. Doing Bulk Mails needs VPS/Dedicated Servers for your Purpose

### **Billing & Refunds**

*At this time we offer Monthly, Quarterly, Semi-Annually, Annually, Bi-Annually (2 years), Tri-Annually (3 years), Quad-Annually (4 years), Quinqu-Annually (5 years) According to the Hosting Plans. Due to the nature of our industry and the costs involved with provisioning and maintaining your Service, we do not offer refunds or pro-rated refunds. All Sales are Final*

Currently we accept IMPS / NEFT Payments. There is no Minimum Contract Periods for any plans. In Case of any Disputes we are unable to offer any refunds it's your responsibility to check our Services in the 48 Hours trial period. Due to the nature of Business and service maintenance we don't offer any refunds so All the Sales Made from Hostingbuk.com Are Final

### **Late Payments**

All service renewal bills are generated according to the dates they were first activated on. As per the System settings the service will be suspended on the 5th day from the due date and terminated on 8th day from the due date. Late Fee of 3\$ Will be added to your invoice incase if you didn't made the payment before the Suspension. The late fee should be paid by you to get your service re-activated.

### **Acceptable Use Policy**

All services provided by Hostingbuk.com may be used for lawful purposes only. Examples of unacceptable material include: IRC Bots, Proxy Scripts, Anonymizers, Pirated Software, Warez, image hosting only sites that do not host an actual domain/normal website content, Escrow, High-Yield Interest Programs(HYIP), Bank Debentures, Live-chat/Chat Scripts, Download sites(Pirated software), Bank Debenture Trading Programs, and Prime Banks Programs, lottery sites, muds, rpg's, hate sites, hacker focused sites/archives/programs, sites promoting illegal activities, Flash Games or Online Gaming Sites, Movie's, MP3 Songs, File hosting. No refunds will be given.

**Resellers:** we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account. No refunds will be given.

**Direct customers:** Your services will be terminated with or without notice. Violations will be reported to the appropriate law enforcement agency. No refunds will be given.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible.

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### **Shared Hosting Policies**

*Shared Hosting Packages you are not allowed to use the hosting for Backup Storage, File Hosting/File Sharing/Image Hosting, You are not allowed to Store any Personal Zip files or backup of your files as a Zip in the server. The hosting should contains only the Files used by the Website scripts.*

In Shared Hosting You are not allowed to Keep Mails more than 2 GB of space. If you need space for Email You can upgrade your account to Email Hosting Plans

### **Reseller Client Responsibility**

Reseller clients of Hostingbuk.com are responsible for supporting their clients. Hostingbuk.com does not provide support to our Resellers Clients. If a Resellers client contacts us, we reserve the right to place the client account on hold until the Reseller can assume their responsibility for their client. We reserve the right to charge said Reseller for services rendered to the Resellers client. All support requests must be made by the Reseller on their client behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. Hostingbuk.com will hold any reseller responsible for any of their client's actions that violate the law or Hostingbuk.com Terms of Service / Acceptable Use Policy / Privacy Policy. If any Reseller account involved in doing Resource abuse or Unacceptable content abuse's Hostingbuk.com has rights to block the total Reseller since the accounts should maintain under the fair usage policy. Resellers are responsible for their clients how the accounts are being hosted. If we receive multiple abuse reports the total Reseller will be blocked and 100\$ Reactivation Fee should be paid to Reactivate the account.

Providing free hosting is not allowed for any Reseller's/Master/Alpha Reseller's. If provided the account will be Suspended and no refunds will be given. To reactivate your account the client should pay Reactivation fee for Resource Usage of 15.00\$ (Non Refundable Payment) we will be terminating all the account under the WHM

### **Zero Tolerance Spam Policy**

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and purchased lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice. Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated. Hostingbuk.com reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

### **Fair Usage Policy (FUP)**

User may not:

- a) Use 20% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- b) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- c) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.

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- d) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- e) Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- f) Participate in any file-sharing/peer-to-peer activities.
- g) Run any gaming servers such as counter-strike, half-life, battlefield1942, etc.
- h) Run cron entries with intervals of less than 15 minutes.
- i) When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include ("http://yourdomain.com/include.php") use include ("include.php")
- j) Any accounts that is created without updating the nameserver or without a DNS records Pointing to our servers will be removed with or without Notice.

Unlimited disk space and bandwidth means there is no set limits on our packages. Hostingbuk.com want you to have the resources you need to build your site without any limits. However, we do need to make sure we continue to provide a full active service to all our customers. As such we do require all customers to be fully compliant with our Fair Usage Policy and Terms and Conditions. Customers on unlimited hosting packages this includes but not limited to shared hosting packages. As a customer of Hostingbuk.com you agree to be subject to the following fair usage policy: The account will be primarily used for the purposes of web hosting. Unacceptable use include, but are not limited to, large file storage and making downloads of large files such as but not limited to media files, zipped folders and programme files. File downloads are permitted, but only in the context of a functioning website. The hosting account may not cause problems with performance of other hosting accounts hosted on the same server by making excessive demands on the resources of the server. This includes, but is not limited to, the CPU usage required to perform data processing on the account for the purposes of taking backups and other administrative tasks as well as the CPU usage required to actually serve the site on the hosting account. As a customer you agree that Hostingbuk.com will be determining whether an infringement of this 'fair use' policy has occurred. Wherever possible, Hostingbuk.com will propose alternative hosting arrangements should an infringement of this policy occur. These may include, but are not limited to, moving to a hosting plan with quoted disk space and bandwidth limits. If we identify an account that is not in compliance with our Fair Usage Policy or that has the potential to negatively impact the performance of our server, we will be required to temporary suspend the account. If this happens we will work with the customer in order to resolve the issue as quickly as possible. Hostingbuk.com reserves the right to revise its policies at any time without notice. Before placing order please read our terms / privacy policy / refund policy.

### **Backups and Data Loss**

Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. Customers are responsible for maintaining their own backups on their own personal computers. Hostingbuk.com does not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly (even if the malfunction was due to negligence on Hostingbuk.com's part). We will do our best to ensure complete and accurate backups, but assume no responsibility for this duty. Always backup your site contents to your personal computer! We make no guarantees about the availability of backups. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Hostingbuk.com servers.

### **Cancellation & Refunds**

Hostingbuk.com reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice. Any abuse on our staff in any medium or format will result in the

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suspension or termination of your services. Due to Nature of the hosting business and service maintenance charges we don't offer any Money back / Refunds so all sales are final which are purchased from Hostingbuk.com. There are no refunds on Abuse Case Reactivation Fee, administrative fees, install fees for custom software, or domain name purchases.

### ***Coupons/Discounts***

Discounts and coupon codes are reserved for first-time accounts or first-time customers only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have signed up using a particular domain, you may not resign up for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our sales department and the appropriate invoices will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of the account.

### ***Jurisdiction***

The laws of the Republic of India shall govern this agreement. In any event of dispute the area of Jurisdiction would be Kharagpur, India only.

### ***Disclaimer***

Hostingbuk.com shall not be responsible for any damages your business may suffer. Hostingbuk.com makes no warranties of any kind, expressed or implied for services we provide. Hostingbuk.com disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Hostingbuk.com and its employees. Hostingbuk.com has rights to Change the Terms of Service/Refund Policy/Pricing of Plans anytime with or without Notice