



# WDH IT Services

## Hosting Order Terms and Conditions

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***PLEASE READ THIS AGREEMENT CAREFULLY.***

*BY SIGNING UP FOR SERVICES, THIS CREATES A CONTRACT BETWEEN CUSTOMER AND COMPANY, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION AND THIS USER AGREEMENT AND THAT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING COMPANY'S USAGE POLICY. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.*

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## User Agreement

This User Agreement ("Agreement") is an agreement between WDH IT SERVICES (Web Design & Hosting). ("Company") and the party set forth in the related order form ("Customer" or "You" or "Subscriber") incorporated herein by reference (together with any subsequent order forms submitted by Customer, the "Order Form"), and applies to the purchase of web hosting and relating services ordered by Customer on the Order Form (collectively, the "Services"). Any reference to "we", "us" and "our", refer to **WDH IT SERVICES** whom re-sell hosting and related services along with custom small business solutions, online via our website accessible from <https://webdesignandhosting.co.uk>.

## Prohibited Activity

All services provided by **us** may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United Kingdom laws or international treaties. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless **WDH IT SERVICES** from any claims resulting from the use of service which damages the subscriber or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to the servers **we** use for **our** hosting packages, or any other server on the Internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- Pirated software
- Hacker programs or archives
- Warez sites
- Child pornography

**IMPORTANT NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, CHILD PORNOGRAPHY OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE SUSPENDED IMMEDIATELY. FAILURE TO REMOVE THE OFFENDING CONTENT WILL RESULT IN YOUR ACCOUNT BEING TERMINATED - NO REFUNDS WILL APPLY. ADDITIONALLY, **WDH IT SERVICES** WILL NOTIFY THE RELEVANT AUTHORITIES OF YOUR ACTIONS.**



## Domains

**We** are a Nominet Registrar and as such may provide you with a domain name via Nominet. Please be aware that by registering a .uk domain name, you are bound by Nominet's Terms and Conditions <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>

All non-UK domains are provisioned through **our** registrar partner OpenSRS / Tucows Domains. As such **we** cannot guarantee the availability of a particular domain, however any charges incurred in the registration of a domain, which is subsequently found to be unavailable, will be refunded in full.

Both UK and non-UK domains are provisioned through third-party registrars. Please note that the registrars may reject a registration if invalid information is provided at the time of order. All TLDs and ccTLDs have differing validation requirements which are also subject to change. As such **we** are not responsible for the validation of such data and it is your responsibility to check that a domain registration has been completed by the receipt of a 'domain registration confirmation' email. In the unlikely event a domain is rejected by the registrar, you will not receive such an email and **we** would need to be alerted to investigate this with the registrar directly and process the registration manually.

## Domain Expiry

All domains are renewed on an annual basis, **we** will send out reminder emails in advance of their expiry. **We** will send the emails to the email address on the account, it is your responsibility to make sure the contact details are up to date. **We** take no responsibility if your domain renewal fails due to your contact details being incorrect. You can also set your domain to auto-renew, this can be managed through your client area. All domains will be billed in advance of expiry and renewed once payment is received. If you have set up an automatic payment, this will be done automatically.

If you do not renew your domain before its expiry date your domain name will not renew, and it will be your responsibility to manage this and where necessary re-purchase. **We** will not guarantee the renewal of a domain name.

## Bandwidth/Disk Space Usage

Where hosting package purchased has a bandwidth / disk space limit and this is exceeded, **we** will bill the customer 0.05p per MB over the limit. It is entirely the customers responsibility to manage their usage and customers should note that **we** will generate an invoice for any additional charges incurred each month because of bandwidth and or disk space being exceeded. Failure to make payment will result in up to three overdue notices being submitted to you before your account is suspended and/or terminated. **We** shall be entitled to immediately terminate this agreement for client's failure to make timely payments. In the event **we** terminate an agreement it is important to note that the account(s) associated with the terminated agreement will be cancelled and all associated data deleted, an action which **we** are unable to reverse.

## Bots

**We** do not allow bots to be operated on our shared hosting servers.



## Server Abuse

Any attempt to undermine or cause harm to a server provided by or a customer of **WDH IT SERVICES** is strictly prohibited. As **our** customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

## Refusal of Service

**We** reserve the right to refuse, cancel or suspend service, at **our** sole discretion.

## Billing

By the Account Activation Date of each month, **we** shall deliver, via e-mail, an invoice in accordance with the applicable Service Fees for services to be rendered in the forthcoming month. When an invoice is delivered to the client, payment shall be remitted to **us** by no later than the specified payment due date.

You will be provided with an invoice monthly. **We** do not record or store customer credit/debit card data, but you are able to set up recurring billing through our payment partner (currently PayPal) to allow **us** to take payment for invoices as they become due. It is your responsibility to ensure that you have sufficient funds to cover any transactions. Failure to make payment will result in up to three overdue notices being submitted to you before your account is suspended and/or terminated. **We** shall be entitled to immediately terminate this agreement for client's failure to make timely payments. In the event **we** terminate an agreement it is important to note that the account(s) associated with the terminated agreement will be cancelled and all associated data deleted, an action which **we** are unable to reverse.

Please note that **we** accept payment by credit/debit card or PayPal only. Other payment methods such as bank transfer or cheque are only accepted for **our** web and bespoke application development services and will not be accepted for **our** hosting services.

## Cancellation and Refunds

If you no longer wish to continue with your hosting, please submit a cancellation at least 7 days before your services are due to be renewed. Your account will only be deemed as terminated once all outstanding balances have been paid in full. Domains will only be considered for transfer once all balances have been settled, **we** will not charge you for transferring a domain(s) away to another registrar's tag. The customer acknowledges that, termination of the agreement for any reason will result in **us** ceasing to provide the applicable services, with the consequences that flow from such cessation, including (but not limited to), deletion of data e.g. hosting account(s) and mailboxes.

**We** DO NOT refund partial monthly fees to accounts.

## Limitation of Liability

**We** shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from the servers **we** provide use of going offline or being unavailable for any reason whatsoever. Furthermore, **we** shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of the servers **we** provide use of; loss of service or any costs incurred due to a configuration or service issue resulting from our provided services. All damages shall be limited to the immediate termination of service only.

## Data Backups

Whilst **we** do take backups of all data related to your hosting account, it is your responsibility to ensure that your own data is backed-up regularly to your own computer or another service via appropriate methods. **We** will not be held responsible or liable for any data that cannot be retrieved in the event of deletion, failed software installations, account termination, hardware failures, staff or user error and other events which may cause data loss.

## Migration Assistance

If you are moving to **us** from another provider **we** are usually able to provide migration assistance, however this is a chargeable bespoke service and a separate service agreement will be drawn up to specify customer's exact requirements and agree payment due. Payment due for this service will be subject to the same terms as specified in the billing section above. It is the customer's responsibility to provide **us** all backup data directly via FTP, **we** will not login to customer's accounts on their behalf. **We** reserve the right to refuse this service under any circumstances.

## Customer Support

All support requests must be raised through the tickets system via **our** website. **We** can also provide support via telephone and e-mail if required but all requests must first be initiated through a support ticket. This helps us deal with your query more effectively and provides a clear history of all correspondence. **We** provide support to direct customers only, and only for billing and technical support directly relating to the service we provide. **We** do not provide support for software installed and hosted on the servers we provide in **our** hosting packages, although **we** do provide a wide variety of information in **our** knowledgebase, the support **we** offer is limited strictly to the product purchased and / or billing support.

## Violations

Violations of these policies should be referred to [support@webdesignandhosting.co.uk](mailto:support@webdesignandhosting.co.uk). All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.



## Disclaimer

**We** cannot be held liable for system down time, crashes or data loss. **We** cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. Hosting services and software provided by **us** are resold. Thus, certain equipment, routing, software and programming used by **us** are not directly owned or written by **WDH IT SERVICES** (examples include servers and cPanel management software). Moreover, **we** hold no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. **We** reserve the right to remove any account, without notice for any reason without restitution, at our discretion.

## Account Activation

By activating your account with **us**, you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer.

NOTICE: If you sign up for an account and fail to comply with these terms, no refunds will be given. **We** will, however, advise you by e-mail prior to taking any action to provide **you** with an opportunity to correct the problem.

## Server Uptime Guarantee

**We** offer a 99.9% service uptime guarantee, which is based on a 12-month rolling average across our entire platform and multiple clouds. In the unlikely event that **we** fail to meet our obligations we will provide full and thorough explanations for any downtime.

Please note that from time to time, it will be necessary for **us** to perform essential maintenance or upgrades to **our** infrastructure. In the event of such planned maintenance, **we** will provide advanced notice wherever possible, so you can make necessary arrangements to contact your customers or suspend any service monitoring you may have in place for the period of the planned outage. Where possible, such upgrades will be carried out overnight in the UK to minimise impact on customers. Downtime incurred because of planned and notified maintenance will not be included in **our** downtime statistics.



## Acceptable Use Policy

### Overview

As a provider of web site hosting and other Internet-related services, **we** offer our customers (also known as "Subscribers") and your customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. **We** respect that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, **we** reserve the right to take certain preventive or corrective actions. To protect these competing interests, **we** have developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using **our** services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information, they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that **we** cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because **we** cannot monitor or censor the Internet, and will not attempt to do so, **we** cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that **we** do not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over the network **we** provide the use of, and may reach many people, including both **our** subscribers and non-subscribers, subscribers' postings to the Internet may affect other subscribers and may affect **our** goodwill, business, reputation or operations. For these reasons, subscribers violate **our** policy and these terms when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

### Spamming

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward **us**, but also because it can overload the network and disrupt service to **our** subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, **we** will investigate and suspend the account that is sending spam and reserve the right to keep the account suspended until such time that the account no longer sends spam. If repeated breach of **our** acceptable use policy continues **we** reserve the right to terminate the agreement with immediate effect.

### Audio/Video Streaming

Audio/Video Streaming is not hosting friendly. As such, **we** do not allow any streaming of audio or video content where the core files are hosted on **our** platform. Offending accounts will be suspended without notice and terminated where breach of this policy continues.





### File Storage / Online Backups

**We** do not permit the use of **our** shared hosting platforms for the storage of backup or archival data including large amounts of plugin cache data (**we** operate server-side caching as standard), mirror sites, storage of game data including flash games, personal multimedia content such as movies, music, photos or other media. Your account and any sub-accounts may be used for genuine web hosting purposes only. Any such content is not permitted. Offending accounts will be suspended without notice and terminated where breach of this policy continues.

Services such as OwnCloud are not permitted on **our** shared hosting and accounts found to be utilising web space for such services will be suspended without notice and terminated where breach of this policy continues.

**We** do not permit the use of our shared hosting as an e-mail archival system and you may be asked to remove e-mail, archive e-mail to your computer or upgrade to a VPS solution if it is determined your account is being used as such. Offending accounts will be suspended without notice and terminated where breach of this policy continues.

### Free Hosting

**We** do not permit the use of **our** platform to provide free hosting to your customers. Providing free hosting encourages spamming and other abuses of the platform and as such this is explicitly disallowed.

### File Sharing Websites or Peer-to-peer media (including files) sharing or streaming

**We** do not permit the use of our platform for file sharing of any kind. This includes but is not limited to peer-to-peer file or media sharing, BitTorrent, Tor or other such forms of data transmission.

### Obscene Speech or Materials

Using **our** network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. **We** are required by law to notify law enforcement agencies if **we** become aware of the presence of child pornography on or being transmitted through the network **we** provide.

### Defamatory or Abusive Language

Using **our** network to transmit or post negative, defamatory, harassing, abusive or threatening language.

### Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

### Illegal or Unauthorised Access to Other Computers or Networks

Using the network, **we** provide to access, illegally or without authorisation, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that may be used as a precursor to an attempted system penetration (i.e., port scan, stealth scan or other information-gathering activity).



## Distribution of Internet Viruses, Worms, Trojan Horses or Engaging in Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail bombing or denial of service (DDOS) attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment.

Destructive activities include inviting, either directly or indirectly, an attack (such as a DDOS) against our platform. Such invitations include inviting third parties to attempt to compromise the security of our platform or knowingly participating in an external attack (such as a DDOS) which results in retaliatory action from a third-party.

## Facilitating a Violation of this AUP

Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks and piracy of software.

## Usenet Groups

**We** reserve the right not to accept postings from newsgroups where **we** have actual knowledge that the content of the newsgroup violates the AUP.

## Phishing

**We** do not permit the hosting of any sites engaging in phishing, impersonating public institutions or private companies in any attempt to defraud members of the public. Any sites found in breach of this will be suspended or terminated without notice.

## Other Illegal Activities

Engaging in activities that are determined to be illegal, including, but not limited to, advertising, transmitting or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, publishing or threatening to publish private data and pirating software. Any sites found in breach of this will be suspended or terminated without notice and will also be reported to the relevant authorities.

## Other Activities

Engaging in activities, whether lawful or unlawful, that **we** determine to be harmful to **our** subscribers, operations, reputation, goodwill or customer relations.

As **we** have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. **We** will not, as an ordinary practice, monitor the communications of our subscribers to ensure that they comply with our policy or applicable law. However, when **we** become aware of harmful activities, **we** may take any action to stop the harmful activity, including, but not limited to, suspension or termination of hosting services, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action **we** deem appropriate.

**We** are also aware that many of our subscribers are themselves providers of Internet services, and that information reaching **our** facilities from those subscribers may have originated from a customer



of the subscriber or from another third party. **We** do not require **our** subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of **our** subscribers. **We** reserve the right to directly take action against a customer of our subscribers. Also, **we** may take action against **our** subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, **we** anticipate that subscribers who offer Internet services will cooperate with **us** in any corrective or preventive action that **we** deem necessary. Failure to cooperate with such corrective or preventive measures is a violation of **our** policy.

**We** will not intentionally monitor private electronic mail messages sent or received by **our** subscribers, unless required to do so by law, governmental authority or when public safety is at stake. **We** may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, **we** may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using the network **we** provide, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request subject to Data Protection and other UK legislation. **We** assume no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, **we** may disclose subscriber information or information transmitted over **our** network where necessary to protect **us** and others from harm, or where such disclosure is necessary to the proper operation of the system. However, **we** will never sell information to other services or outside companies.

**We** expect that **our** subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate **our** policy. Finally, we wish to emphasise that, in accepting these terms and placing an order, subscribers indemnify **WDH IT SERVICES** for any violation of the Service Agreement, law or **WDH IT SERVICES** policy resulting in loss to **WDH IT SERVICES** or the bringing of any claim against **WDH IT SERVICES** by any third party. This means that, if **we** are sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against **us**, plus costs and reasonable legal and solicitors' fees.

**We** hope this AUP is helpful in clarifying the obligations of Internet users, including **WDH IT SERVICES** and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to [support@webdesignandhosting.co.uk](mailto:support@webdesignandhosting.co.uk).

## Complaints

**We** like to think **we** get it right all the time, every time but the truth of it is everyone gets it wrong from time to time. **We** can only improve on **our** services with valid feedback from you, **our** customers. If you wish to make a complaint about a service you have received, please submit an email to **us** at [support@smarthosting.co.uk](mailto:support@smarthosting.co.uk), including as much detail from the issue you have. **We** will acknowledge your complaint within 2 business days and aim to resolve any issues within 5 business days.



## Notification of Changes

**We** reserve the right to change these conditions from time to time as **we** see fit and your continued use of the site and **our** hosting services will signify your acceptance of any adjustment to these terms. If there are any changes to **our** privacy policy, **we** will announce that these changes have been made via relevant channels. If there are any changes in how we use **our** site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to **our** privacy policy will be posted on **our** web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the customer and ourselves. Your accessing of this website and/or subscribing for any of **our** services indicates your understanding, agreement to and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

**These Terms and Conditions were most recently updated on 12 January 2018**