

Interpretation

1.1 Definitions

Unless otherwise stated, the following definitions apply to this document:

- "we," "us" and "our" are references to The Cloud Host UK;
- "you," "your" and "client" are references to the person paying for services from Machine Networks having entered into this agreement;
- "services" are web hosting, domain name registration, reseller rights, outsourced support, email and other services or facilities provided by us to you;
- "web server" is the computer equipment operated by us in connection to the services provided;
- "order" means a request made by the client to us for services to be supplied subject to these terms and conditions;
- "charges" are the charges payable by the client for the

provision of services. Details of which can be found at <http://www.thecloudhost.co.uk> and may from time to time vary.

1.2 Include

The words "include" and "including" are to be construed without limitation.

1.3 Headings

The headings in this document are for convenience only and shall not affect the interpretation of these terms and conditions.

2. Ordering Process

2.1 Order Acceptance

We have not accepted a client application or order until an account is set-up and you receive the final 'New Account Information' email, including all details specific to your account. Until this time, we reserve the right to refuse, cancel or reject any order made by the client. In such cases, a full refund will be made using the same method of payment as was originally used.

UK domain name registrations are subject to a [contract with Nominet](#), .com, org, .net domains are subject to a [contract with enom](#).

3. Refunds

3.1 Money Back Guarantee

3.1.1 Clients are entitled to a full refund within 30 days of the initial order being placed. This will be issued in the same method as originally used by the client.

Cases involving offline methods of payment will be refunded using a personal cheque or other online method.

3.1.2 The 30 day money back guarantee does not apply and will not be issued if more than 50% of allocated data transfer has already been used on the web hosting account. This money back guarantee does not apply to domain name registrations, ssl certificates, seo reports or if the account has breached these terms and conditions prior to

cancellation.

3.2 Account Cancellations

After the 30 day introduction period, no refunds will be issued for account cancellations. If cancellation of the account is caused by the client breaching these terms and conditions no refund will be issued. No refunds are issued for domain name registrations.

4. Misuse

4.1 Spam / Unsolicited Mass E-mail

The sending of unsolicited commercial email (SPAM) through our web servers promoting any web site, or via third party web servers promoting a web site hosted by us, can result in the suspension or termination of the client's web hosting account, without refund. Mailing lists may be operated as long as individuals choose to subscribe to receive mailings via clear 'double opt in' methods and

a strict removal procedure is published in all mailings. 'Safe lists' and other advertising related mailing lists may not be operated. Any complaints received are taken seriously and will be investigated.

4.2 Chat Rooms

Only the chat room scripts provided for the client in their control panel are allowed on our web server. Any other scripts found will be disabled and the account suspended in serious or repeat cases. An exception to this term is provided for scripts, which are FULLY applet based whereby the applet is downloaded and run from the clients system.

4.3 Account Use

Under no circumstances must our web servers be used for the hosting or communication of, reference to or linking to any of the following:

4.3.1 nudity, pornography,

anything of a sexual, lewd, or obscene nature;

4.3.2 violations of any copyright or any other right of any third party;

4.3.3 threatening, abusive, harassing, defamatory statements;

4.3.4 promotion of illegal activities (hacking, cracking, etc);

4.3.5 information or software containing or about any kind of virus;

4.3.6 hate speech or hate propaganda;

4.3.7 the collection of personal information for illegal purposes;

4.3.8 content deemed by us at our sole discretion to be harmful to us;

4.4 Banned Scripts

We do not allow the use of the following scripts on our web servers:

- UltimateBBS
- IkonBoard
- All versions of YABB forum

- Proxy scripts
- IRC scripts
- Anonymizer
- Chat rooms not included as standard in cPanel (see 4.2)
- phpShell and similar command execution scripts
- Webmail module of PHP-Nuke
- Form Mail

4.5 Resellers

In the event that a resold account is in breach of our terms and conditions, we reserve the right to suspend this account without informing the reseller. The end user will not be contacted by us and every effort will be made to inform the reseller (our client) of our actions and reasons.

5. Billing

5.1 Payment Schedules

The client agrees to supply appropriate payment for the services received from us in advance of the time period during which such services are provided.

5.2 Invoices

All invoice notifications will be sent via email and a printable version made available in the client control panel. Clients are required to pay their invoice in advance at the beginning of each payment term using an available method of your choice, within 2 working days of the invoice issue date. If paying via debit / credit card payment will be taken automatically on the due date. Invoices that are not disputed within 3 months of the invoice date are conclusively deemed accurate.

5.3 Bank Charges

Clients are responsible for the provision of sufficient funds in their account and we will not be held responsible for any charges incurred as a result of overdrawing the bank account or credit card, or as a result of failed transactions.

5.4 Suspension

We reserve the right to suspend any account after 5 working days have passed without due payment being received. Any added time for payment will be at our sole discretion.

5.5 Currencies

All invoices and payments are processed in GB Pound Sterling (£) and conversions will be made by the credit card company of the client. Prices shown in any other currencies on this web site or other promotional material are to be treated as a guide only and may be inaccurate due to changes in the exchange rates. All clients are advised to check amounts using accurate recent exchange rates before ordering.

6. Backups

6.1 Regularity and Policy

Backups are made by us each day on an incremental basis and each week on a full basis, however, no guarantees are made of any kind as to the

integrity of these backups. All clients are strongly advised to regularly download their own backups from their control panel, where a zipped archive is provided daily of all account files and databases.

7. Resource Use

7.1 CPU and Memory

All accounts are monitored for their use of server resources. If any account is using a high amount of server resources we will contact the client to discuss the issue with them. In serious cases where an account is using a considerably large amount of system resources (memory, CPU, etc.) the account may be suspended or script disabled without notice to maintain the smooth running of the web server.

7.2 Data Transfer and Web Space Allocations

Clients can request a package upgrade or temporary resource

increase at the costs available to view on our web site at <http://www.cloudhost.co.uk> It is the sole responsibility of the client to contact us in advance of requiring extra resources to prevent account suspension. In some cases, accounts are automatically suspended when their resource limits have been reached and manual unsuspension is required by us.

8. Client Responsibility

8.1 Contact Information

The client is responsible for keeping their contact details up to date in their billing control panel. We cannot be held responsible for communication mix-up's as a direct result of the client's failure to update their details.

8.2 Sensitive Data

Clients are responsible for keeping their usernames, passwords and other sensitive data safe. If a breach is

suspected, the client is required to request a change of login details by contacting our support staff.

9. Contact Procedure

9.1 Breach of Terms and Conditions

If a breach of these terms and conditions is found we will, at our sole discretion, determine whether it is a serious or minor breach. If a serious breach of these terms and conditions is found we reserve the right to suspend the account(s) of the client in question or disable any part of the account before contacting them. We will however make an attempt to contact the client prior to suspension in the event of a minor breach using the email address we have on record for your account. If no reply is received within 3 days we will escalate the status of the breach to a serious breach and may suspend the account(s).

9.2 Reseller Breach of Terms and Conditions

In the event that a resold account is the subject of the breach we will make every effort to contact the reseller before taking action. In serious cases we may have to suspend or disable part of the account before contacting the reseller.

10. Limitation of Liability

10.1 Indemnification

We are not responsible for any claimed damages, which may result from our web servers going offline, or being unavailable for any reason. This includes damages which may result from the corruption or deletion of data. The client agrees to indemnify, defend and hold The Cloud Host UK, its directors and employees harmless from any incidental, indirect, direct, special, exemplary, punitive or consequential damages whatsoever, for loss of business

profits, business interruption, loss of business information, or any other monetary loss arising out of the use of or inability to use our services, or the provision of or failure to provide services.

10.2 Violations

10.2.1 We will fully cooperate with investigations of violation of systems or network security at other sites and will cooperate with law enforcement authorities in the investigation of possible criminal violations. Clients who violate these terms and conditions may incur criminal or civil liability.

10.2.2 For clients with multiple accounts and resellers, we reserve the right to suspend all accounts should the main account owner violate these terms and conditions in a manner deemed by us to be extremely serious.

10.2.3 In the event that we are unable to contact a reseller

account holder to pursue payment, we reserve the right to contact their clients to inform them of the situation. We also reserve the right to contact a reseller's clients if they are 'abandoned' by the reseller account holder.

10.2.4 We will be the sole arbiters as to what constitutes a violation of these terms and conditions. The failure by a client to meet or follow any of the above terms and conditions is grounds for account suspension or deactivation.

11. Amendments

11.1 Modification

We reserve the right to add, delete, or modify these terms and conditions, our hosting packages, prices and web site at any time with notice provided via our web site and announcements in our forum and/or client control panel(s). All clients are encouraged to review this

document on a regular basis to ensure they are aware of any changes.

If you have any questions concerning the above stated terms and conditions please [contact us](#) before ordering.