

Hosting Terms of Service

evolution Web Design, hereafter also referred to as 'we', provides hosting and email services, plus domain registration for our customers, hereafter also referred to as 'you'. evolution Web Design reserves the right to change and/or modify these Terms of Service at all times. All customers would be bound by the newest terms published on the website.

1. Conditions of Service

1.1 evolution Web Design reserves the right to refuse service and/or access to services to any person and any given time.

1.2 We may deem it necessary to prevent you from creating another account with us in the future if our Terms of Service are repeatedly not adhered to.

1.3 The services provided by us must be used for lawful purposes only. The transmission, storage or presentation of any information, data, media or other material in violation of British law is strictly prohibited.

Banned content on our servers includes, but is not limited to:

Illegal Material - This includes but is not limited to, copyright infringement, commercial audio, video or music files, material in violation of any regulation and material that is perceived to be misleading. We allow websites with legal adult content only. We do not allow the storage, display and transmission of pornographic or sexually-explicit image of children, in any way, shape or form. Nor do we allow any pictures, videos and other media obtained through illegal means to be stored, displayed or transmitted using our servers.

Warez - This includes, but is not limited to, pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing and encrypting of any of the above.

IRC Hosts - Hosting an IRC server that is part of or connected to another IRC network or server, or having a connection to an IRC network is strictly prohibited. Servers or virtual hosting accounts found to be connecting to or to part of these networks will be immediately removed from our own network without warning. The server would not be reconnected to the network until such time that you, the customer, agree to completely remove any and all traces of the IRC server and agree to let us have access to your server to confirm this. Any server guilty of a second violation would result in immediate account termination.

1.4 evolution Web Design is not liable in any way for failure of third party services including service interruptions or downtime due to scheduled maintenance and will not offer any monetary recompense for such matters.

1.5 evolution Web Design will not be liable for failure or delay in performing its obligations if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware, or inability to obtain raw materials, supplies, power used in, or equipment needed for provision of the services offered.

2. Domains

2.1 evolution Web Design is not a domain registrar however we provide domain registration through third party providers, ENOM, 123 REG. Any registrations or transfers made via our billing system will be done via ENOM, 123 REG and this process is fully automated.

2.2 You can change the WHOIS information for your domain via our support system. If at any time however you are unable to be contacted via this information, evolution Web Design may be required to pass your current contact details to a third party for security or legal reasons.

2.3 You will be notified via email up to 60 days prior to a domain expiring. This is to allow you to login to our billing system and pay the invoice for renewal.

3. Abuse of servers, resources and/or staff

3.1 Any attempts to undermine or cause harm to any of our servers is strictly prohibited and will lead to an automatic suspension of your hosting service with a view to termination.

3.2 We hold no responsibility for the use of client's accounts; you as the client are solely responsible.

3.3 Any account that constantly abuses resources, and which uses resources above and beyond that of its package, will be immediately suspended with a view to termination without refund if appropriate steps are not taken to ensure no further abuse arises.

3.4 Any site we deem to be using excessive CPU cycles or any resources that cause excessive strain on our servers, compromising our services to other clients, will be offered an increased package. If the offered package is not accepted we reserve the right to suspend the account without refund (see Paragraph 3, subsection 3).

3.5 Denial of Service attacks (DOS) directed at evolution Web Design, or any attempts to launch a DOS attack from our servers are strictly prohibited. All infractions and/or suspected infractions will be vigorously investigated and may result in immediate termination of service.

3.6 If you exceed the set bandwidth for your hosting package, you will be informed so that action may be taken. If you do not wish to purchase extra bandwidth or upgrade your account, and your site continues to exceed the bandwidth limit, your account shall be suspended until you takes measures to ensure the limit will not be exceeded in future or you purchase a package upgrade. The account will be reactivated once we have evidence of the measures put in place or on payment of the upgrade.

3.7 If any client is abusive towards a member of the evolution Web Design team, we retain full rights to terminate the clients account and withdraw our services without notice and without refund or monetary recompense in any way.

4. Commercial Advertising / Email (SPAM) / Unsolicited Commercial Email (UCE)

4.1 Spamming, sending unsolicited emails from our servers or email addresses that are maintained by us is strictly prohibited and will lead to your account for immediate termination. evolution Web Design is the sole arbiter as to what constitutes a violation of this provision. We impose a limit on the number of emails sent per hour per domain to prevent our servers being spam listed. The current limit is 500 emails per hour.

5. Data Back-up

5.1 evolution Web Design will make every reasonable effort to protect and back-up data for clients on a regular basis. We do not however guarantee the existence, accuracy, or regularity of its back-up services and, therefore, you are responsible for making regular back-ups in connection with the use of the services provided by evolution Web Design.

6. Billing and Payment

6.1 If paying by cheque, please allow 5-7 days for the cheque to clear and for us to open your account. The same applies for upgrading accounts by cheque or paying future invoices.

6.2 The opening of accounts and/or upgrading of accounts, through online payment methods, should take no more than 48 hours, allowing us the time to process payments and take all necessary action.

6.3 We raise invoices for hosting 14 days before they are due and they are sent via email to the assigned contacts in our billing system. If on the due date the invoice has not been paid, the following timescale comes into effect:

1 day late - First overdue reminder sent

7 days late - Second overdue reminder sent

14 days late - Third overdue reminder sent & late fees (5% of the invoice) are applied

21 days late - Account suspended. Account reactivated upon payment of invoice

30 days late - Account may be terminated with loss of data

7. Security

7.1 The customer is responsible for any misuse of his/her account; therefore you must take steps to ensure that others do not gain unauthorised access to your account. In addition, your account may not be used to breach the security of another account or to gain unauthorised access to another network or server.

7.2 Your password provides access to your individual account. It is your sole responsibility to keep your password secure. Sharing passwords and account access with unauthorised users is not recommended. Care should be taken to prevent others from using your account since you will be held responsible for the consequences.

7.3 Attempting to obtain another users account password is strictly prohibited, and will result in termination of service without refund.

7.4 You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorised to access, or probing the security of other networks.

7.5 The use of or distribution of tools designed for compromising security is prohibited. Examples of these include, but are not limited to, password guessing programs, cracking tools or network probing tools.

7.6 You may not attempt to interfere with the service to any user, host or network ('DOS' attacks). This includes, but is not limited to the 'flooding' of networks, deliberate attempts to overload a service, and attempts to 'crash' a host.

7.7 Users who violate systems or network security may incur criminal or civil liability. evolution Web Design will cooperate fully with investigations into system violations or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal acts.

7.8 evolution Web Design reserves the right to withdraw any parts of its hosting service without notice should these pose a threat to the security of the overall service. These include but are not limited to unsafe modules, coding or server software.

8. Support

8.1 We provide two levels of support. For enquiries regarding the setting up of email accounts, sub-domains and other such enquiries, please contact our setup team. For technical problems e.g. receiving technical errors or services not functioning correctly, please contact our support team. (See Paragraph 8, subsection 2)

8.2 As part of our support system, we have a support website at <http://www.evolutionwebdesign.co.uk/support> where you are able to view information about our service status as well as find contact details for our support teams. Further tutorials and support is also available from within your account.

9. Cancellations and Refunds

9.1 evolution Web Design reserves the right to suspend or terminate services upon receipt of complaints and/or breach of these Terms of Service.

9.2 When purchasing a hosting account with a yearly payment option, we offer a 30 day money back guarantee. If you are unhappy with our service during this time and would like to terminate your hosting account under this guarantee, you must contact our enquiries team via email (mail@evolutionwebdesign.co.uk) from your registered email account with us. This email must be received within 30 days from signup for this guarantee to be valid. This guarantee applies to hosting accounts only and there will be no refunds for domain purchases.

9.3 Refunds will be decided on an individual client basis and are final. Refunds remain at the sole discretion of evolution Web Design.

9.4 There is no refund for domain registrations and renewals.

10. Liability

10.1 evolution Web Design cannot be held responsible for any lost income or damages caused due to service issues. These include but are not limited to website downtime, lost emails etc.