

# Hosting Terms of Service

Document Version 1.0



Use of Viron Media Service constitutes acceptance and agreement to our TOS (Terms of Service). All service provisions are subject to the TOS (Terms of Service) of Viron Media.

The TOS may be changed from time to time at the discretion of Viron Media. The client understands that changes to the TOS by Viron Media shall not be grounds for non-payment.

## Content:

All services provided by Viron Media may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United Kingdom (or any other country) law is prohibited. This includes, but is not limited to: copyrighted material, material that is threatening or obscene, material that is "adult only" content, or material protected by trade secrets and other statute. The subscriber agrees to indemnify and hold harmless Viron Media from any claims resulting from the use of the service which damages the subscriber or any other party.

## Adult Content:

Viron Media does not allow adult membership "xxx" related websites, pornography and sex-related content on its servers. Nor do we allow adult subscription or membership based "pay sites". This includes sexual content, or links to adult content hosted elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited. Viron Media will be the sole arbiter as to what constitutes a violation of this provision.

Educational adult websites are allowed. If you are in any doubt we strongly recommend checking with Viron Media support before hosting such websites. Viron Media will be the sole arbiter as to what constitutes a violation of this provision.

## Examples of Unacceptable Content:

- Adult / Pornographic
- Hacking programs / Hacking Archives / Hacking Information
- Warez Sites
- Spam / Spamming Software

## Distribution or Transmission of Obscene or Indecent Speech or Materials:

Violation of indecency and obscenity laws can result in criminal penalties.

## Intellectual Property Rights:

Material accessible to you through Viron Media's Services may be subject to protection under United Kingdom (or any other country) copyright laws, or laws protecting trademarks,

trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the Viron Media Service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Viron Media Network. If you use a domain name in connection with the Viron Media Service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

## SPAM and Unsolicited Email:

Viron Media takes a zero tolerance approach to the sending of Unsolicited Email (SPAM). Very simply this means that clients of Viron Media may not use or permit others to use our service for sending SPAM Emails. clients of Viron Media may not host, or permit hosting of, sites or information that is advertised by SPAM from other services. Violations of this policy carry severe penalties, including termination of service.

If a customer is found to be in violation of our SPAM policy, Viron Media may, at its sole discretion, restrict, suspend or terminate a customer's account. In addition, Viron Media may impose a £100 penalty for each spam policy violation. Viron Media solely reserves the right to refuse or cancel service to known spammers. Lastly, Viron Media reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

## "Catch All" Email Accounts:

Viron Media does not allow the use of "catch all" email accounts. This is the practise of anything@yourdomain.com directing all mail to a single mailbox. This practice is out-of-date and causes extreme surges of spam, both for you and for our spam filtering servers. To use an email address you must login to your control panel and create the required mailbox, catch-all mailboxes are banned and if found will be removed without notice or your account disabled.

## SpamExperts Spam Filtering Limits:

Some domain names may receive such a high volume of spam email that it will not be possible for us to provide SpamExperts filtering service to them, due to the extreme usage. While SpamExperts is a dedicated system for handling huge volumes of spam it does have limits. Should the amount of spam or number of mailboxes in use on a domain break what Viron Media believes to be 'fair use' limits for your hosting package then we will inform you that SpamExperts services will not be continued for your domain or an upgrade of package may be suggested. SpamAssassin will be supplied in replacement to SpamExperts.

## Scripting, Applications and Background-Running Programs:

We do not allow background-running programs. This includes any IRC related software such as bouncers and bots. We provide a hosting service not a shell service. You are not allowed to compile and run software on our hosting servers.

You are free to use any scripts (such as php, cgi or perl) you wish provided they do not affect the normal operations of the server and they are not mentioned specifically below.

Scripts that are commonly known for causing server disruption include large cgi-based message forums, auctions, galleries, and banner exchanges. In the event a script affects normal server and/or administrative operations, Viron Media reserves the right to disable the account pending client cooperation and resolution.

## Scripts We Do Not Allow Include:

- Chat servers/scripts of any kind are strictly prohibited.
- Formmail scripts specifically using the filename "formmail" are prohibited.

Formmail and contact forms are acceptable providing the script is not named "formmail" for its filename and providing that you maintain the latest version of the script and it remains secure and un-abused by spammers.

We do allow you to have ONE remote MySQL user if requested. The user must have a fixed, non changing, IP address for us to grant access to. You can request a remote MySQL user via our helpdesk.

## Network Security:

Customers may not use the Viron Media Network to 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 the customer, logging into a server or account the customer is not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. Viron Media will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

## Physical Security:

For security reasons Viron Media operates 'closed' hosted datacentre facilities. Physical access to any servers or related equipment at any of these locations is not permitted. Only fully authorised staff are permitted access to work onsite at these facilities.

## Support Boundaries:

Viron Media provides 9am-5pm support to its clients from Monday to Friday.

Viron Media limits technical support to its area of expertise, this is providing web hosting services and related features. If you use third party services or software, we do not provide technical support for these. Examples of this include Microsoft Exchange Accounts and WordPress Plugins.

Any additional work you may require from Viron Media staff which does not fall within usual support boundaries is charged at a rate of £60 GBP per hour, in 30 minute increments. All charges will be discussed before work commences on a per incident basis. Examples of work beyond the boundaries of normal support include: CMS update issues, plugin issues (such as conflicts and exploits) and recovery/correction of data lost by the Client.

## Cancellations:

Requests for cancellation must be submitted via email. Your cancellation will be confirmed by Viron Media.

Cancellation must be received at least 14 days before your next invoice due date. Viron Media will then stop all recurring payments and you will not be charged again. If any invoices are overdue on your account then these must be settled prior to submitting your cancellation request.

Changing a domain's DNS to another provider or transferring a domain away from Viron Media does not constitute a hosting cancellation request. A cancellation request must be submitted and confirmed by Viron Media.

Viron Media will not charge you for transferring a .co.uk domain(s) away to another registrar's tag.

The customer acknowledges that, termination of the agreement for any reason will result in Viron Media 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), mail boxes and backups.

## Payment:

Establishment of this service is dependant upon receipt by Viron Media of payment of all stated charges. Subsequent payments are due on a recurring date that coincides with the date of signup (monthly or yearly terms).

Service may be interrupted on accounts that fall overdue (such as a credit card being declined or expired). Viron Media may, at its sole discretion, charge a fee of £50 GBP to reinstate a suspended account.

When payment is declined from your chosen payment method we will send an email notification and retry payment the following day, this will occur 3 times over a 3-5 day period. After this period if we have not received payment or had notice from you that the due

payment is in hand, your account will be suspended or terminated at the sole discretion of Viron Media.

It is very important you keep your email address and telephone numbers on file with us current. Failure to keep us updated with accurate contact information may mean important communications don't reach you, resulting in suspension or termination of your hosting account.

A service charge, equal to the charge incurred by Viron Media, will be charged to your account for each cheque, chargeback, disputed payment, or any other form of payment that is returned to Viron Media unpaid.

## Refunds and Disputes:

All payments to Viron Media are non-refundable. This includes any setup fee and subsequent charges regardless of usage. If you dispute a charge that, in Viron Media's sole discretion is a valid charge under the provisions of this TOS, you agree to pay Viron Media an Administrative Fee for costs associated with pursuing that payment.

Viron Media does not offer any kind of "money back guarantee" or initial "trial period".

All domain name registration fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your term. Please be careful when ordering as spelling mistakes and 'typos' cannot be corrected or refunded.

## VAT and Payment Currency:

All clients will be billed in GBP (Pounds Sterling). VAT does not apply at this time.

## Product Pricing:

Viron Media reserves the right to change the pricing of products and/or services at any time.

## Invoicing:

Viron Media does not provide paper or hard-copy invoices. PDF invoices are sent via email.

## Domain Name Expiry and Redemption Fees:

Viron Media is not liable for expiry or loss of your domain name.

Before a domain expires you will be reminded to renew your domain by email to the address we hold on file for you. We strongly recommend keeping an eye on your renewal dates in your billing area and your diary too. On the date a domain expires it will be deactivated by the registry, and no longer display your website. Once a domain is deactivated and expired

you will have somewhere between 5 and 30 days to contact us to renew the domain name at our regular renewal rates.

Redemption Period - After between 5 and 30 days have passed since the expiry date of your domain, the domain is placed in its "redemption period" and to renew the domain at this stage will cost around \$250 USD. This is a cost charged by the registry and passed on to you by us. Redemption periods last between 30 and 60 days, and then the domain is released to the public so anyone can re-register your domain and you will lose it.

## Domain Name Transfers:

Any domain name registered by Viron Media (as your registrar) is yours to keep. You can transfer your domain name to a different registrar at any time once the domain is 90 days old - Newly registered domains do have a 90 day waiting period where they cannot be transferred from Viron Media to a different registrar.

The same 90 day 'no transfer' window applies when an expired domain is renewed or restored after being in the registry redemption period. Once 90 days have passed from renewing such domains they are then free to be transferred again.

## Managed Dedicated and Cloud Servers:

Dedicated and Cloud server customers should also read and agree to the following before signing up for service with Viron Media:

Our dedicated and cloud solutions include server management in the monthly fee. Viron Media defines server management as general maintenance, updates and security hardening of core packages to ensure the server performs as expected. We also include additional administrative duties (such as installing custom server software requirements or accommodating customer requests) of up to 2 hours per month with your server. Additional management work, over this 2 hour inclusive, incurs a service fee based on a £120 GBP/hour labour rate, billed in half-hour increments with a half-hour minimum charge.

Dedicated server specifications may vary over time as technology changes. All hardware provided by Viron Media to the customer will be of comparable specification and performance to those originally provided.

Viron Media will make all reasonable efforts to satisfy the customer's requests for technical and/or administrative changes to the customer's dedicated servers. Certain tasks, such as repairing software/system faults caused by the customer, or installing certain additional software packages, may, at the sole discretion of Viron Media, incur a service fee based on a £60 GBP/hour labour rate, billed in half-hour increments with a half-hour minimum charge.

Customers are responsible for and subject to all software vendor licensing terms, conditions, restrictions, and limitations. It is the customer's responsibility to ensure conformance to and abide by the specific terms and conditions of each application's licensing agreements.

Viron Media does not guarantee the offsite backups of your server. We take CDP backups as a precaution but cannot guarantee their availability, usability, or integrity. We schedule 4 backups per day but due to the number of variables which can dictate the speed a successful backup can be obtained it may not be possible to get 4 full backups on any given day, backups are therefore scheduled on a best effort basis which may vary from day to day. Viron Media can accept no responsibility for any loss of data or consequences arising from this. Viron Media always advises clients to take their OWN back ups of all data regularly for your own disaster recovery requirements.

Cancellation of any dedicated or cloud server must be made at least 14 days before your monthly billing date. Failure to provide enough notice may result in a further month's fee being due.

Once a server has been cancelled we will provide you with written email confirmation of the cancellation. Without written confirmation from Viron Media your service will not have been correctly cancelled and continue to fall due for payment on your monthly billing date as arranged upon commencement of your service.

## **Abuse:**

Any attempts to undermine, slander, libel, threaten, or cause harm to a Viron Media server, customer, employee, or the company directly is strictly prohibited and is grounds for immediate termination without refund. In addition, we will pursue all attempts to the fullest extent of the law.

## **Refusal of Service:**

Viron Media reserves the right at its sole discretion to refuse or cancel service. Violation of any of Viron Media's TOS could result in a warning, suspension, or account termination. Accounts terminated due to policy violations will not be refunded. Domains terminated due to policy violations will not be released to the customer.

## **Information Disclosure Policy:**

Viron Media will not otherwise disclose its customers' personal and account information unless Viron Media has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of Viron Media, Viron Media's customers, or others, or where Viron Media has a good faith belief that the law requires such disclosure.

Viron Media also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail, electronic communications, or other electronic data that Viron Media stores or transmits for its customers. The circumstances under which

Viron Media will disclose such electronic customer communications or data are when:

- it is necessary in order to provide service to the customer
- it is necessary to protect the legitimate interests of Viron Media and its customers
- it is required to cooperate with dispute policies, court orders, warrants, or other legal processes that Viron Media determines in its sole discretion to be valid and enforceable
- it is necessary to provide to a law enforcement agency when the contents appear to pertain to the commission of a crime

## Privacy Policy

It is the policy of Viron Media to not disclose any personal information or account data to third parties without prior consent of the individual unless instructed to do so by a court of law or other legal warrant/document.

Viron Media will in the normal course of its business collect personal information from clients and prospective clients, for the purposes of billing, customer service, provision of information, as well as other legitimate business reasons. This information may be stored in a number of ways including electronic and paper formats.

Any person may request a copy of personal information pertaining to themselves, which shall be provided free of charge after reasonable proof of identity. Any personal information held on our systems will be deleted on request and after reasonable proof of identity

We may also store information about you using cookies which we can later access when you visit our websites at a later date. If you want to delete any cookies that are already on your computer, please refer to your system administrator who will be able to help you locate and remove these cookies. If you want to stop cookies being stored on your computer in future, please refer to your browser manufacturer's instructions by clicking "Help" in your browser menu. Please note that taking either of these measures may prevent you accessing features offered from our sites.

As with most websites, when you visit one of our sites, we will log your IP address and time of access which may be used later for research or fault investigation processes.

## Complaints Procedure

Viron Media always strives to provide the highest standards of customer service. However, in the unlikely event of you having a complaint we will always do everything possible to ensure it is dealt with quickly and fairly.

Please contact us on the telephone number or email address below.

Email: [support@vironmedia.co.uk](mailto:support@vironmedia.co.uk)

Telephone: 07917 624611

If our team are unable to resolve your complaint they will refer the issue to someone at director level. Upon receipt of your complaint the director will investigate thoroughly and respond back to you directly.

If you prefer to put the complaint in writing please use our UK postal address below:

Viron Media, 22 Catherine Close, Orton Longueville, Peterborough, PE2 7FD, United Kingdom

Please include your account domain name and as much detail as possible in your request, so we can fully investigate your concerns before contacting you. Finally, please note that postal complaints may take longer to process and we would always advise customers (wherever possible) to contact us directly by email or telephone.

## Indemnification:

Customer agrees that it shall defend, indemnify, save and hold Viron Media (or it's employee's/owners) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Viron Media, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Viron Media against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Viron Media server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement. Customer agrees to limit the liability of Viron Media to the amount paid for service.

## Disclaimer:

Viron Media will not be responsible for any damages your business may suffer. Viron Media makes no warranties of any kind, expressed or implied for services we provide. Viron Media disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Viron Media and its employees. Viron Media makes no "uptime" guarantees. The client agrees that Viron Media shall not be liable for any damages as a result of loss of hosting services or hosted data. The client further acknowledges that Viron Media's liability for its own negligence is zero, and Viron Media may not be held responsible. Liability or damages in any event may not exceed an amount equivalent to charges payable by client for services during the period damages occurred. In no event shall Viron Media be liable for any special or consequential damages, loss of revenue or injury.

Viron Media can accept no responsibility for any loss of data or consequences arising from this. Viron Media always advises clients to back up their site data regularly for their own

protection. Viron Media does not guarantee its own backups of customer data and is not liable for any loss of data, loss of backups or inability to restore service after implementing its disaster recovery plan.

Viron Media furthermore expects that its customers who provide services (resellers/whitelabel) to others will ensure its customers fully comply with all applicable laws and this Viron Media TOS. A reseller's client's failure to comply with those laws and our TOS will violate this policy.

If a customer provides hosting services (resellers) to others and decides to cancel their reseller hosting account with Viron Media then Viron Media will not be responsible for maintaining hosting for the resellers customers. Viron Media has no agreement or responsibility to any resold services. Resold services to others are your own responsibility.

All communications (emails, verbal or written) are between Viron Media and the client. These communications are private and are therefore not to be shared with any other parties.

This agreement is made between the customer (as specified in the customer details section when placing your order) and Viron Media. If you are purchasing hosting on behalf of another party please ensure you specify the account owner's details. Viron Media will only be able to communicate with regards to the account with the registered customer and not a third party.

Finally, Viron Media wishes to emphasise that in accepting services, customers indemnify Viron Media for the violation of any law or Viron Media policy that results in loss to Viron Media or the bringing of any claim against Viron Media. This means that if Viron Media is sued because of activities of the customer that violates any law, or this policy, the customer will pay any damages awarded against Viron Media, plus costs and reasonable legal fees.

**Failure to comply with any of our terms of service will result in grounds for immediate account deactivation or removal.**