

Terms & Conditions - Webhosting Service

Addmonte Ltd. (Company Number: 08797217)

This Services Agreement (the "Agreement") contains the complete terms and conditions which govern your subscription of Web hosting (the "Services").

As used in this Agreement, "Addmonte Webhosting" means Addmonte Ltd's webhosting services; "Client", "you", or "your" means you; Naming Organisation means Domain Name Registrar companies.

By paying for the Service, you acknowledge that you have read the Agreement, and you agree to its terms and conditions and all policies.

Addmonte Webhosting reserves the right to refuse service and/or access to its servers and/or services to anyone.

Addmonte Webhosting guarantees 99.9% uptime. In case of unscheduled outages please email us at support@addmonte.co.uk.

1. Appropriate Use of The Service

Addmonte Webhosting provides the Services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such Services.

1.1 Client Content

The Client agrees that they will not distribute, electronically transmit or display any materials supplied by the Client - or through the Client by a third party - to any Addmonte Webhosting server in connection with the Client's use of the Services which:

- infringe on any intellectual property rights (e.g. copyright, trademark, patent or other proprietary rights) of Addmonte Webhosting or any third party
- are defamatory, slanderous or trade libelous, threatening or harassing content of any type
- file sharing music, software, bit torrents, video or pictures that contain copyright
- proxy server software (any type) used to hide a user's IP or cache content
- are discriminatory based on gender, race, age or promotes hate
- contain any type of pornography or illegal drugs or substances
- contain viruses or other computer programming defects which result in damage to Addmonte Webhosting, it's servers or any third party
- Adult material - includes all pornography, erotic images, or otherwise lewd or obscene content.
- Excessive download content or non-linked content.

Refusal of service based on content matching any of these criteria is entirely at the discretion of Addmonte Webhosting.

Addmonte Webhosting reserves the right to move your data to a different server with no prior notice.

Addmonte Webhosting reserves the right to suspend or cancel a Client's access to any or all services provided by Addmonte Webhosting, where Addmonte Webhosting decides that the account has been inappropriately used. Addmonte Webhosting reserves the right to refuse service and/or access to its servers to anyone.

Scripts on the site must be designed to produce web-based content, and not to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed.

Addmonte Webhosting will disable any domain that fails to adhere to the following criteria as soon as we are made aware:

The primary purpose of any site must be to provide web-based content to viewers. Files on the site must be linked to the web site.

The primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and filtered and must be sent to or from an Addmonte Webhosting-hosted domain.

Sites must not contain Warez, copyright or other illegal material. The onus is on you the Client to prove that you own the rights to publish material, not for Addmonte Webhosting to prove that you do not.

Sites must not contain scripts that attempt to access privileged server resources, or other sites on the same server.

1.2 Disk Space/Data Transfer

The Client may occupy only the amount of disk space on the Addmonte Webhosting Server and utilize no more than the network data transfer that is allocated by Addmonte Webhosting.

1.3 Back-Up Files and Processing

Addmonte Webhosting takes all reasonable steps to safeguard the Addmonte Webhosting Servers and the data contained there-in, however Addmonte Webhosting will not be responsible for any loss of Client data or DNS records stored or intended to be stored on the Addmonte Webhosting Servers and/or back-up devices. The Client will not be entitled to any form of compensation from Addmonte Webhosting in the event of loss of data. You as the client are responsible for your own backups. Whilst Addmonte Webhosting actively performs backups on a daily basis, there may be times when the backups fail or become unavailable. As such the final responsibility for all your data stored on Addmonte Webhosting Servers is ultimately your own. By acknowledging your agreement you free Addmonte Webhosting from any legal action in the event of data loss and you agree that you will not be entitled to any form of compensation for said loss.

1.4 Spam Policy

The Client shall not use our Services for chain letters, junk mail, spamming, bulk mailing (more than 300 recipients/hour, 600 recipients total) advertising or any use of distribution or mailing lists. The Client also shall not engage in any unsolicited email practices using Services or other infrastructure.

1.5 Email

If Addmonte Webhosting identify a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

Common issues that cause problems are:

- Where a mailbox receives large volumes of undeliverable email.
- Where mailboxes have forwarders set to other mailboxes where mail cannot be delivered.
- Where mailboxes have forwarders and/or auto-responders that generate circular mail loops.

You may not use Addmonte Webhosting email services for any of the following:

- To send messages or communications, which are unsolicited, offensive, abusive, indecent or obscene.
- To send messages causing annoyance, inconvenience or anxiety to another user of the Internet.
- To send messages for the purpose of Fraud and /or with the intention of committing a criminal offence.

To prevent the sending of bulk unsolicited mail, SMTP traffic to and from a server will be blocked in the following scenarios:

- Where we identify a server that has an open mail relay.
- Where a significant volume of mail is sent from a domain in a defined timescale.
- Where we have received significant volumes of complaints concerning unsolicited mail originating from an Addmonte Webhosting hosted domain.

To prevent Addmonte Webhosting's IP Addresses being blocked by IP Address blocking, a domain held on Addmonte Webhosting servers may be disabled, where we have received significant volumes of complaints concerning unsolicited mail originating from or unsolicited email being sent to promote sites.

It is the mailbox owner's responsibility to keep his/her password confidential, and to change the password on a regular basis. Addmonte Webhosting is not responsible for any data losses or security issues due to stolen passwords. Addmonte Webhosting recommends that you use passwords that contain numbers and symbols in order to prevent unauthorized users from guessing commonly-used choices (i.e. "12345", "password", etc.).

To guarantee optimal performance on the servers, it is necessary for Addmonte Webhosting to perform routine maintenance. Such maintenance often requires taking Addmonte Webhosting Exchange servers off-line, typically performed during off-peak hours. Addmonte Webhosting will give you advance notice of maintenance requiring the servers to be taken off-line whenever possible.

Addmonte Webhosting makes every reasonable effort to ensure mailbox security at all times. We do this through a combination of various network security policies. We make every reasonable effort to ensure the integrity of data on our systems. On the rare occasions where there may be a problem with specific mailbox data, it is the mailbox owner's responsibility to notify us. We cannot guarantee to restore data and we accept no liability for the loss of any such data.

Mailbox disk space is the same as account disc space, unlimited means it will be equal to the account's disc space.

Addmonte Webhosting runs anti-SPAM software on its Mail server.

All data created or stored by you within Addmonte Webhosting's applications and servers are your property. Addmonte Webhosting shall allow access to such data by only authorized Addmonte Webhosting personnel. Addmonte Webhosting makes no claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space or within applications on Addmonte Webhosting servers.

Clients are responsible for backing up their email before upgrading or removing mailboxes.

If Addmonte Webhosting identifies a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

It is the mailbox owner's responsibility to ensure his/her received email is retrieved and saved locally where necessary to ensure that important correspondence is not lost.

1.6 Server Loads

The Client agrees that any hosting account that uses excessive CPU or Memory resources (25% or more) for a sustained period of time (ten minutes or more) may be suspended at any time without notice. Addmonte Webhosting reserves the right to terminate sites that are repeatedly using excessive resources at any time without prior notification.

1.7 Licensed Software Only

The Client agrees to use only properly licensed third party software in connection with Client's use of the Services.

1.8 Software Updates

The Client agrees that any scripts and/or applications installed (especially free source code-based web systems e.g. Wordpress, Joomla, Drupal, etc.) are the responsibility of the client and must be kept up-to-date. Addmonte Webhosting will not be responsible for any loss of the Client data caused by a third party attack.

2. Suspension

If Addmonte Webhosting suspends any type of account for non-payment, the Client shall be allowed to re-instate the Client's use of the Services within five (5) business days of suspension upon approval from Addmonte Webhosting and the receipt of full payment of balances due.

3. Termination

Addmonte Webhosting reserves the right to refuse service to anyone. Addmonte Webhosting, in its sole discretion, may immediately terminate this Agreement if Client breaches in any of the 'Appropriate Use of The Service'.

Subject to the terms and conditions hereof, this Agreement shall be effective on the date you register for the Services, and shall continue in effect on a year-to-year basis unless otherwise specified by separate agreement. Either party will have the right to terminate this Agreement upon notice to the other party. All cancellation requests must be received 10 days before the respective year's end.

If a Client terminates their account, Addmonte Webhosting will disable and remove the account(s) the day the client specifies the cancellation to take place and all archives of the clients website(s) and files will be removed. Should the client be in arrears for 30 days or more, the clients site(s) may be terminated without further notice and Addmonte Webhosting will not maintain or provide an archival copy of the Clients Web site(s) or files of any type. It is the sole responsibility of the Client to backup and copy any data off the server prior to the date provided in their cancellation notice or termination date.

In certain cases, Addmonte Webhosting might have a backup for a limited period after the hosting has been terminated. In that case, restoration of the terminated hosting is only possible if the client pays the previous debt and the restoration fee in advance, which is £250.

4. Data Protection

Addmonte Webhosting expressly points out to the Client that by entering into this Agreement the Client acknowledges and agrees that once the Client's unencrypted data passes onto the Internet, it is not secure and is open to unscrupulous use. Addmonte Webhosting cannot accept responsibility or liability for any data or information that becomes available by such means against the wishes of the Client and Addmonte Webhosting recommends the use of encryption for transfer of sensitive data or information.

The Client accepts that the register of any Domain Name Registrars will include the Client's name and address, administrative partner and technical partner and other details relating to them. This information (if it refers to individuals) is personal data for the purposes of the Data Protection Act 1984. The Client accepts that the Naming Organisation may allow other organisations and members of the public to access the data for the purpose of obtaining information about the registration of the domain name(s) or any other related purpose.

We will not provide any of your personal information to other companies or individuals without your permission.

5. Domain Names

Addmonte Ltd is not a Domain Registrar company, but provides DNS services. The domain name(s) can be registered by you or by Addmonte Webhosting on your behalf.

If Client chooses to register a domain name(s) through Addmonte Webhosting, Client acknowledges and agrees that Client will pay a registration fee(s) to register the domain name(s) with the applicable domain name registrar. Addmonte Webhosting does not offer refunds for domain name registrations for any reason, including misspelling of the domain name. Addmonte Webhosting accepts no responsibility for domain names registered by another party prior to the Client sending the domain registration request.

6. Payment Obligations

6.1 Service Fees

Addmonte Webhosting shall produce an invoice which will be delivered to the Client by email. On-going invoices will be issued eight (8) days prior to the due date. A reminder will be issued after the due date. The account will be automatically suspended ten (10) days after the due date, and a notice will be issued advising of the suspension. Addmonte Webhosting shall be entitled to immediately terminate this Agreement thirty (30) days after non-payment or from failure to make timely payments.

If the Client provides notice to terminate the Service after it has been paid and the yearly service has begun, fees will not be refunded.

6.2 Late payments

Any payment not received within 10 days after due date may incur a 'late payment fee' of £10.

6.3 Taxes

The Client will pay and indemnify and hold Addmonte Webhosting harmless from any and all taxes associated with or arising from the Client's use of the Services, including any penalties and interest and any costs associated with the collection or withholding thereof.

6.4 Refunds

The Clients are not eligible for any refund except in the case of a poor quality web hosting service.

Note: This policy does not apply to domain names or SSL certificates.

7. Disclaimer of Warranty

7.1 Warranty

Addmonte Webhosting disclaims all warranties, express or implied, with respect to each of the foregoing, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement or arising from a course of dealing. Without limiting the generality of the foregoing, Addmonte Webhosting specifically disclaims any warranty that:

- the services will be uninterrupted or error-free
- defects will be corrected as soon as possible
- there are no viruses or other harmful components
- the security methods employed will be sufficient

7.2 Limitations of Liability

In no event shall Addmonte Webhosting be liable for damages resulting from loss of data, profits, use of the Addmonte Webhosting site or any Addmonte Webhosting products or services, or for any incidental, indirect, punitive, or consequential damages in connection with this agreement or in connection with any products or services provided hereunder.

The parties agree that in no event shall Addmonte Webhosting be liable to any third party for the Client's breach or alleged breach of any of the terms and conditions set forth in this Agreement. The Client agrees to defend, indemnify and hold harmless Addmonte Webhosting from any and all expenses, losses, liabilities, damages or third party claims resulting from the Client's breach or alleged breach of any the Client obligations set forth hereunder.

7.3 Force Majeure

Addmonte Webhosting shall not be liable for any failure in performing its obligations under this Agreement due to circumstances beyond its reasonable control (e.g. DDoS, hacking attacks).

7.4 Insurance

The Client shall take out and maintain at its own cost insurance against all risks relating to any packages or services provided.

7.5 Assignment

Neither this Agreement or any rights or obligations hereunder may be assigned or transferred or sub-contracted by the Client in part or in whole to a third party, without the prior consent of Addmonte Webhosting such consent not to be unreasonably withheld. Addmonte Webhosting may on providing notice to the Client assign this Agreement in part or in whole to any third party.

8. General

8.1 General

Each party shall treat as confidential all information received by it from the other party relating to the other party's business, customers, strategies and plans, and such information may only be used for the purpose of this Agreement and may only be disclosed in strict confidence to its professional advisers or any person to whom disclosure is required by law, to its employees or subcontractors where reasonably necessary for the purposes envisaged by this Agreement, and where otherwise specifically permitted by this Agreement.

8.2 Reselling of services

All accounts are to be used by the primary owner only, and do not allow the holders to resell, store or give away web-hosting services of their website to other parties. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

8.3 Disclaimer

Addmonte Webhosting will not be responsible for any damages your business may suffer. Addmonte Webhosting makes no warranties of any kind, expressed or implied for services we provide. Addmonte Webhosting disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by Addmonte Webhosting and its employees. Addmonte Webhosting reserves the right to revise its policies at any time.

Please note: by signing up for any of our services you agree to be bound by all Addmonte Webhosting terms and conditions.

Valid from: 23-08-2022
Addmonte Ltd