

# Terms And Conditions

## Server use

Online Hosters Ltd do not allow any of the following content to be stored on its servers: Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any UK legislation. Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Onlinehosters Limited. Our policy also includes any sites which provide "links to" or "how to" information about such material.

## Unlimited use policy

High bandwidth usage: online hosters ltd offers an high use policy by maintaining very large ratios of bandwidth per customer. In rare cases, online hosters ltd may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, online hosters ltd reserves the right to impose the High Resource User Policy for the consideration of all customers.

## High resource use policy

Resources are defined as bandwidth, processor utilization or disk space. Online hosters ltd may implement the following policy to its sole discretion: When a website is found to be monopolising the resources available online hosters ltd reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby online hosters ltd continues hosting the website for an additional fee.

## Indemnification

Customer agrees that it shall defend, indemnify, save and hold online hosters ltd harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against online hosters ltd, 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, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless online hosters ltd against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with online hosters ltd' server's; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from online hosters ltd' server's.

## Disclaimer

online hosters ltd will not be responsible for any damages your business may suffer. Online hosters ltd makes no warranties of any kind, expressed or implied for services we provide. Online hosters ltd does not back up your data/website unless it is placed on a load balanced server, and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, online hosters ltd cannot guarantee to be able to replace lost data. online hosters ltd 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 online hosters ltd and its employees. online hosters ltd reserves the right to revise its policies at any time.

## REFUND POLICY TERMS & CONDITIONS

The refund Policy Terms and Conditions are in addition to your statutory rights

### New Web Hosting Payment Policy

If a customer purchases a service and does not use the service within a 28 day period then we can offer them a refund minus any of Online Hoster's Ltd costs (domain registration fee etc). If a customer has used the service (FTP, Email, Matrixstats etc) then no refund can be given. If a customer has been upgraded from a Trial User and has not used the service then we will offer them a full refund minus any costs within a 28 day period.

### New Dedicated Server Payment Policy

If a customer purchases a service and does not use the service within a 14 day period then we can offer them a refund minus any of Online Hoster's Ltd costs (domain registration fee etc). If a customer has used the service then no refund can be given.

### Recurring Web Hosting (rebilling) payment policy

If a customer is renewed (rebilled) for a service and does not use the service after the renewal (rebilling) payment is taken within a 28 day period then we can offer them a refund minus any of Online Hoster's Ltd costs (domain registration fee etc). If a customer has used the service (FTP, Email, Matrixstats, etc) then no refund can be given.

### Please Note:

By signing up for any of our services you agree to be bound by all Onlinehosters.com Ltd terms and conditions.