



Hosting Terms And Conditions

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Intenix Hosting Ltd. Reg: 7006997

Hosting Terms And Conditions



Domain Names & Hosting

In these conditions the following terms shall have the following meanings.

'Company means Intenix Hosting Ltd. Kingsbridge House, 130 Marsh Road, Pinner, Middlesex, HA5 5LX'

Customer means the customer of the Company

Payment Of Service

If your account/service is activated before payment is made then payment must be sent in full by return. If payment is not made in full within 14 days your account may be deactivated.

The Company provides World Wide Web page hosting & domain name storage. The Company reserves the right to suspend or cancel a customer's access to any or all services provided by the Company when the Company decides that the account has been inappropriately used or otherwise.

The Company reserves the right to change the costs of its services.

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Server Use

Personal accounts are to be used by the Customer only. Customer account holders are not permitted 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.

The Company reserves the right to refuse service and /or access to its servers to anyone.

You will be responsible for the content of your pages, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate English law.

You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your page(s). And by accepting these terms and conditions indemnify the Company against all actions and costs incurred as a result of the Customer's actions or omissions.

We reserve the right to remove material deemed inappropriate from your web pages, without prior notice.

The Company does 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 Law.

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 The Company.

Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.



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Unlimited Use Policy

High bandwidth usage: The Company offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, The Company 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 The Customer. In such instances, The Company reserves the right to impose the High Resource User Policy for the consideration of all The Customer.

High Resource User Policy

Resources are defined as bandwidth, disk space and/or processor utilisation.

The Company may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available The Company 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. The Customer may be offered an option whereby the Company continues hosting the website for an additional fee

Domain Names

We allow domain names to be transferred away from us free of charge. Normally names are paid for a 2 year period, but if there is a prepaid period of more than 9 months remaining on the domain name registration that has not been paid by the client, then this will be charged & paid for before the name will be released.

If a client moves in excess of 5 names in a one month period a charge of £5 per domain name for will be charged as a contribution towards administrating these transfers. The first 5 names will be free.

In requesting a transfer of a domain, the correct procedures should be followed by the new holding company. If domain names are within two months of the renewal date then they cannot be transferred until we receive payment for that renewal.



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Payment Policies

All accounts are set up on a prepay basis. Although The Company reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment. Payment is due in January for yearly fees, hosting service taken up during the year will be billed to December at 1/12 the yearly fee for each calendar month remaining in that year. The Customer will automatically be charged again at the end of their prepay period unless closure notification has already been given.

The Company reserves the right to suspend other services until the outstanding debt is cleared.

The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

Cancellation And Refunds

The Company reserves the right to cancel the service at any time for any reason without prior notice. If a customer contravenes 'The Companies' terms of service a refund will not be issued in the event of a cancellation.

The Customer may cancel their account at any time.

Fees charged on a prepay basis are non-refundable.

Extent Of Liability

The Company are not responsible for any loss of mail resulting from the transfer or registration of any domain.

The Company cannot be held liable for loss of connectivity resulting from breakdown, misconfiguration, or other failure, on equipment not controlled by the Company or as a result of any event beyond our reasonable control, or force majeure.

Neither party excludes liability for death or injury to persons arising from its negligence or that of its employees or agents.

The Company shall not be liable for any indirect, special or consequential losses or for loss of profit revenue savings contracts business or goodwill arising from its breach of these terms or tort (including negligence) or howsoever arising and whether by way of indemnity or otherwise.



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Subject always to the provisions of Clause above the liability of the Company for defaults (whether in terms or tort including without limitation negligence and whether by way of indemnity or otherwise) shall be subject to the financial limits set out below:

the aggregate liability of the Company for its negligence shall not exceed £500,000; and

the aggregate liability of the Company for all other defaults shall not exceed 120% of the Fees.

The Company will maintain insurance with a suitable insurer in respect of its liabilities under this Agreement during the Term.

No claim against the Company shall be entertained for any defect arising from any design or specification provided or made by the Customer or if any adjustments, alterations or other work has been done to the subject matter by any person except the Company

Customer agrees to defend, indemnify and hold harmless The Company against liabilities arising out of; (1) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (2) copyright infringement

The Company reserves the right to revise its policies at any time.

When your account is closed, all files (including web pages, etc.) will be deleted.

Severability

If any provision of any contract of which these Terms and Conditions form a part is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions thereof shall remain in full force and effect as if the said agreement had been executed with the invalid, illegal or unenforceable provisions eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purposes of the said agreement, all signatories shall immediately commence good faith negotiations to remedy such invalidity.

Payment of your hosting invoice indicates that you have read and understand these terms.