



TebiHost Limited

Terms of Service

Last Revision: 31/07/2010

TebiHost Limited
Robert House, 19 Station Road, Chinnor, Oxfordshire, OX39 4PU.
Company Number: 07199377



TebiHost Limited (“we”, “us”) provides web hosting and domain registration services together with such other services as are agreed between it and the customer (“the Services”).

1. Conditions

1.1 By subscribing to any of the Services and opening an account with us (“the Account”) you (“the Customer”) agree to be bound by these terms and conditions. These terms and conditions apply to all TebiHost Limited Accounts. They set out the basis on which we offer our services and should be read carefully.

2. Services

2.1 TebiHost Limited will use reasonable efforts to supply a continuous service. However, TebiHost Limited is not liable for any loss of data resulting from delays outside of our control, missed or non-deliveries, service interruptions or by errors or omissions of the customer. TebiHost Limited is not responsible for any losses suffered resulting from acts of god or force majeure including civil unrest, riots, floods, drought, fire, war and imposing legislation.

2.2 You agree that TebiHost Limited is not liable to you for any special consequential damages which you may suffer as a result of loss of business, contracts, profits, savings or otherwise. TebiHost Limited is unable to exercise control over material sent over the internet and excludes all liability of any kind for the publication by the Customer of inaccurate, misleading, offensive, threatening or obscene material, or material that is in breach of UK or other applicable law.

2.3 TebiHost Limited’s customers are liable for all charges levied by their telephone service provider arising from the Customer's use of the Services.

2.4 From time to time TebiHost Limited or its sub-contractors need to carry out maintenance on the network, which may involve temporarily shutting parts of it down. TebiHost Limited will give as much notice as possible and shall try to keep this work to the period specified in the notice. TebiHost Limited accepts no liability whatsoever arising from such a suspension of the service.

3. Banned Content

3.1 Customers must use the Services provided for lawful, authorised purposes only. Transmission, storage, or presentation of any information, data or material in violation of any British law is prohibited. The list of banned content includes, but is not limited to:

(a) Illegal Material - This includes illegally exploited copyrighted works, commercial audio, video, or music files, and any material in violation of any regulation or material that is perceived to be misleading.

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(b) 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. Also includes any sites which provide "links to" or "how to" information about such material.

(c) HYIP - We do not allow any HYIP sites, or sites that link to or have content related to HYIP sites.

(d) Proxy - We do not allow any proxy set-ups or connections or any sort of activity through remote proxy connections on our Web Hosting. The first offense committed by the Customer will result in suspension of their Account. Any second violation will result in immediate Account termination.

(e) IRC Hosts - Hosting an IRC server that is part of or connected to another IRC network or server or has a connection to an IRC network. Servers or virtual hosting accounts, found to be connecting to or part of these networks will be immediately removed from our network without notice. The server will not be reconnected to the network until such time that you agree to completely remove any and all traces of the IRC server, and agree to let us have access to your server to confirm that the content has been completely removed. Any second violation will result in immediate account termination.

(f) Defamatory content - any website content that makes a false claim, expressively stated or implied to be factual, that may give an individual, business, product, group, government or nation a negative image.

(g) Bit Torrents: Use of software and scripts for "bit torrents" or similar is not allowed on our servers. This includes sending or receiving files using these mechanisms.

3.2 We are under no obligation to edit, review or modify the contents of your website. However, we reserve the right to remove any content without notice. For the avoidance of doubt we do not pro-actively monitor messages that you may post on our managed sites, but we reserve the right to remove such message at our sole discretion.

3.3 Any Customer found to be using the Services for any of the purposes contained in Clause 3.1 may have their Account terminated without notice.

3.4 The Customer agrees to fully and effectively indemnify TebiHost Limited against all losses, costs, actions, proceedings, claims, damages, expenses, (including legal expenses) or liabilities, howsoever suffered or incurred directly by TebiHost Limited in consequence of the Customers breach or non-observance of this Clause 3.

3.5 The Customer shall defend and pay all costs, damages, awards, fees (including legal expenses) and judgments awarded against TebiHost Limited arising from breach or breaches of this Clause 3. TebiHost Limited may in its absolute discretion defend such claims and may compromise such claims with the consent of the Customer, such consent not to be unreasonably withheld. The Customer shall provide TebiHost Limited with the assistance necessary to defend such claims, at the Customer's sole expense.

4. Domains

4.1 You agree and understand that we are not the domain registrar therefore we do not have our own nominet tags or NIC tags.

5. Adult Content

5.1 We allow websites with legal adult content only. We do not allow pornographic or sexually-explicit images of children or any pictures/ video which are obtained illegally to host on our servers.

6. Server / Resource / Staff Abuse

6.1 You agree and understand that any attempts to undermine or cause harm to any of our servers is strictly prohibited and that we take no responsibility for the use of our clients' accounts.

6.2 If you abuse the resources we provide in any way, we reserve the unqualified right to immediately deactivate your Account without refund.

6.3 If you operate any site using what we deem to be excessive CPU cycles or any resources that cause strain to other sites, we reserve the right to impose new terms on you in exchange for the current terms that you enjoy (i.e. an upgrade). If your account continues to use an excessive amount of resources, it will result in suspension.

6.4 Denial of Service (DOS) attacks directed at TebiHost Limited, 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 your Account.

6.5 TebiHost Limited reserves the right to disable/delete any feature or application provided on shared hosting service without notification if that feature/application is found to be detrimental and/or is hampering the web servers' overall health and performance.

6.6 If you are in any way disrespectful towards any member of the TebiHost Limited staff we have full right to terminate your account with us without any refund.

7. Bandwidth

7.1 If your account exceeds the bandwidth limit, we will inform you. If you do not wish to purchase extra bandwidth or upgrade your Account and continue to exceed the limit, the Account shall be suspended until you demonstrate to us that you have taken measures to ensure that the limit won't be exceeded again or upgrade your account, whichever is earlier. The Account will be reactivated in the following month.

8. Commercial Advertising- Email (SPAM)/UNSOLICITED COMMERCIAL EMAIL (UCE)

8.1 You agree and understand that spamming, sending unsolicited emails from our servers or using email addresses that are maintained by us is STRICTLY prohibited and will qualify your Account for immediate deactivation with no refund. TebiHost Limited would be the sole arbiter as to what constitutes a violation of this Clause.

8.2 You agree and understand that we have set a limit of 200 outgoing emails per hour on shared to avoid any sort of email spamming from our servers. Customers cannot send more than the specified number of emails in an hour irrespective of the size of their mailing lists.

9. Backups

9.1 TebiHost Limited will use reasonable efforts to protect and backup data for clients on a regular basis, however, TebiHost Limited does not guarantee the existence, accuracy, or regularity of its backup services and, therefore, you are solely responsible for making back-up files in connection with your use of the Services.

9.2 You agree and understand that any back-up which TebiHost Limited may carry out will not include any media files. These include (but are not limited to) mp3, mpeg, wmv or any other video/audio files.

10. Billing

10.1 Invoices are generated 14 days before the official due date. Payment must be made by the due date to avoid the suspension of your account. If no payment is received, your account will be suspended 5 days after the official due date. If no attempt is made within the next 9 days to pay due invoice(s), we reserve the right to permanently terminate your account and format all data held. In total 14 days from the official due date will pass before we permanently terminate your account.

11. Security and Viruses

11.1 You are responsible for any misuse of your Account and you must take steps to ensure that others do not gain unauthorized access to your Account. You may not use your Account to breach the security of another account or attempt to gain unauthorised access to another network or server.

11.2 Your password provides access to your Account. It is your responsibility to keep your password secure.

11.3 Sharing your password and account access with unauthorized users is strictly prohibited. You must take care and prevent others from using your Account since you will be responsible for the consequences.

11.4 Attempting to obtain another user's account password is strictly prohibited, and will result in termination of service.

11.5 You must adopt adequate security measures to prevent or minimize unauthorised use of your Account.

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

11.7 You may not attempt to interfere with service to any user, host or network or carry out DOS attacks. This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

11.8 You agree and understand that users who violate systems or network security may incur criminal or civil liability. TebiHost Limited 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.

11.9 You agree to complete your own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services.

12. Control Panel Support

12.1 You agree and understand that our staff members will not help you over support ticket to setup email accounts, sub- domains, add-on domains or install any of the applications. We have restricted our staff from the client control panel login. Customers are expected to go through our Flash Tutorials or Knowledgebase to understand all features of respective control panels. Our support team will assist you with any of the functions which won't work or if there's any server side problems that needs to be rectified from our end. Basic tasks that can be managed from the control panel are expected to be resolved from the Customer's end only.

12.2 You will need to upload your website from your end using file manager or an FTP software. Databases should be uploaded from PHPMYAdmin and sub accounts like FTP, Mailboxes, Sub-domains, Add-on domains, Parked domains which should be setup from the client's end only.

13. Cancellations & Refunds

13.1 TebiHost Limited reserves the right to suspend OR terminate services on receipt of abuse complaints.

13.2 There will be no refund for new domain registrations, ID Protect & SSL Certificates as these are purchased from External Vendors and TebiHost Limited does not get any refund in case of cancellation of any registrations or certificates.

13.3 Any service interruptions or downtime due to scheduled maintenance by TebiHost Limited or our network providers will not count towards the uptime guarantee TebiHost Limited is not liable in any way for failure of third party services.

14. Modification of Terms of Service

14.1 TebiHost Limited reserves the right to modify or change these terms of service at all times. All customers are bound by the latest terms of service published on this website.

15. Termination

15.1 We reserve the right to refuse, terminate, or suspend your access to the Services for any reason at our sole discretion upon giving 14 days written notice to you.

15.2 We may suspend your Account immediately upon breach by you of any of the terms and conditions herein, including, without limitation, late or non-payment of monies due.

16. Effect of Termination

16.1 On termination or expiry of your Account for whatever reason you shall pay immediately all sums outstanding pending on your Account to TebiHost Limited within 14 working days.

17. Limitation of liability

17.1 TebiHost Limited disclaims all liabilities in connection with the following:

- (a)** Loss of material uploaded;
- (b)** Incompatibility of the Services with any of the Customer's equipment, software or telecommunications links;
- (c)** Technical problems including errors or interruptions of the Services;
- (d)** Unsuitability, unreliability or inaccuracy of the Services;
- (e)** Computer viruses of any kind obtained by the Customer in the course of using the Services;
- (f)** Any security breaches whatsoever affecting the Customer's Account.

17.2 In no event shall TebiHost Limited be liable either in contract, tort (including negligence) or otherwise for indirect, incidental or consequential damages, including without limitation, loss of income, data, use or information.

17.3 Nothing in this Clause 17 excludes each party's liability with respect to death and personal injury resulting from the negligence of that party, its employees, agents or subcontractors or for fraudulent misrepresentation or under the tort of deceit.

17.4 Subject to Clause 17.3, our liability to you in contract, tort, negligence or otherwise arising out of or in connection with the Services shall for any one incident or series of related incidents be limited to the annual fees paid by you to us in the year in which the liability first arose. No liability whatsoever will be accepted by us unless and until you have provided documentary evidence to our satisfaction proving that loss has occurred.

17.5 We exclude all liability of any kind in respect of any material on the internet posted by the Customer by means of the Services and we are not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Services or on the internet, the accuracy, completeness or suitability for any purpose of any website content and the acts or omissions of other providers of telecommunications or internet services (including domain name registration authorities) or for faults in or failures of their equipment.

17.6 TebiHost Limited 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 or power used in or equipment needed for provision of the Services.

18. Indemnity

18.1 The Customer agrees that it shall defend, indemnify, save and hold TebiHost Limited harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against TebiHost Limited, its agents, its customers, officers and employees, that may arise or result from any acts or omissions of the Customer, its agents, employees or assigns in connection with their use of the Services.

19. Law

19.1 This Agreement will be governed by and construed and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

19.2 The Customer and TebiHost Limited both agree that a court may strike out or override any part of these terms and conditions if it considers them to be illegal, unenforceable or unfair and in such cases enforce only the terms and conditions as if the offending clause or clauses had never been contained in them.