



Terms Of Service

Terms & Conditions - Hostko Ltd. Last Updated 1st August 2011

Hostko Ltd. reserves the right to modify this policy at any time, effective immediately upon posting of the modification to this URL: <http://www.vpsgator.net/tos> in consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this agreement:

By paying for your service, you agree to abide by the terms and conditions outlined below. If you do not agree to this, do not make your payment.

Term

The initial service term of the Agreement shall begin on the date that VPSGATOR.NET generates an e-mail message to Customer announcing the activation of the Customer's account (the 'Service Commencement Date') and shall continue for the first partial month of service plus the number of full calendar months stated in the Order (the 'Initial Term'). Upon expiration of the Initial Term, this Agreement shall automatically renew for up to three successive renewal terms of having the same number of full calendar months as the Initial Term (each a 'Renewal Term') unless VPSGATOR.NET or Customer provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. The Initial Term and any Renewal Term may be referred to collectively in this Agreement as the 'Term.'

Payments and Fees

Fees are payable in advance on the first day of each billing cycle, beginning with the service commencement date. If payment is made with Credit/Debit card, you authorise VPSGATOR.NET to bill subsequent fees to the card provided during the term of this agreement.

On the 15th day past the due date stated on invoices, where unpaid, VPSGATOR.NET reserves the right to suspend service for non payment.

Customers are responsible for maintaining contact information and updating VPSGATOR.NET with any changes to billing data - such as change of address, email address or credit card



expiry dates.

Payments which are not made to VPSGATOR.NET for the service subscription may be turned over to an outside collection agency for collection. The account holder is subject to collection and administration fees involved in the collection of the funds.

If you desire to cancel your account, you must contact us through the correct contact information found on our website, and receive full confirmation before considering your account closed. Until a confirmation email is sent to you, your account will still be billed. It is not possible to cancel an account with due invoices.

Fee changes: VPSGATOR.NET may increase or decrease its fees for services effective the first day of renewal term, by giving notice to the customer of the new fees at least 30 days prior to the beginning of the Renewal Term. If the customer does not provide notice of non-renewal as provided for above, the customer shall be deemed to have accepted the new fee for that renewal term and any subsequent renewal terms (unless the fees are increased in the same manner for a subsequent renewal term).

Refund Policy

Domain Name Registration - Once a domain registration request has been completed no refunds can be made by VPSGATOR.NET. No refunds can be made if registration attempts have been made by the registrant within 48 hours of attempting to register the domain through VPSGATOR.NET.

SSL Certificates - Once a SSL request has been completed no refunds can be made by VPSGATOR.NET.

All charges are non-refundable unless expressly stated otherwise or otherwise provided by applicable law.

Money Back Guarantee

Customers can cancel their hosting with us within 15 days of placing an order. This excludes any domain registration, SSL certificates and Licenses costs.

Refunds can only be issued if the account is faulty or the customer is unhappy with the service. This excludes the "finding" of "better deals".

VPSGATOR.NET reserves the right to refuse an upgrade if it feels unsuitable.

VPSGATOR.NET also reserves the right to decline a domain transfer if an account has violated



the terms and conditions (outstanding debt, management).

New Accounts

All new accounts are setup within normally an hour from placing your order, however our sales team may contact you for security verification of your order. Once your account is active, server creation is in real time.

Term

The initial term of this agreement shall begin on the date that VPSGATOR.NET generates an email message to the customer stating the service is now active and will continue for the number of calendar months specified in the order.

Upon expiration of the initial term, this agreement will renew automatically for successive renewal terms each the same as the initial term unless VPSGATOR.NET or the customer provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the initial term or then-current renewal term, as applicable.

Indemnification

Customer agrees to indemnify and hold harmless VPSGATOR.NET, VPSGATOR.NET affiliates, and each of their respective officers, directors, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable legal fees) brought by a third party under any theory of legal liability arising out of or related to the actual or alleged use of Customer's services in violation of applicable law or the AUP by Customer or any person using Customer's log on information, regardless of whether such person has been authorized to use the services by Customer.

Disclaimer of Warranties

VPSGATOR.NET DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW VPSGATOR.NET DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN 'AS IS'



BASIS.

Limitation of Damages

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES

NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF VPSGATOR.NET AND ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR THREE MONTHS OF SERVICE.

SPAM and Unsolicited Commercial Email

VPSGATOR.NET has a zero tolerance approach to the sending of Unsolicited Commercial Email or SPAM over our network. Very simply this means that customers of VPSGATOR.NET may not use or permit others to use our network to transact in spam messages. Customers of VPSGATOR.NET may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

VPSGATOR.NET reserve the right to charge up to a total of €1500 For spam related violations due to costs which may be enforced On us by data carries or data center administration fines.

As our resellers are ultimately responsible for the actions of their clients over the VPSGATOR.NET network, it is advisable that resellers develop a similar, or stricter, policy for their clients. Our customers are solely responsible for the use of their hosting account at all times.

The hosting of, reference to, usage or linking to any of the following is not allowed.

- Violations of any copyright or any other right of a 3rd party
- Threatening, abusive, harassing, defamatory statements.
- Promotion of illegal activities (info on hacking, cracking etc)
- Hosting or linking to copyrighted files without permission



- Information, instructions, links, etc containing malicious code
- Hate speech or hate propaganda.
- Scripts or systems that cause server performance issues
- Misrepresentation of member's identity, or impersonation
- Collection of personal information for illegal purposes.
- Collection of personal information without users permission
- Content that is deemed by VPSGATOR.NET, in its sole discretion, to be harmful to VPSGATOR.NET
- Solicitation or sale of any harmful/illegal products or service VPSGATOR.NET will not be responsible for any damages your business may suffer. VPSGATOR.NET makes no warranties of any kind, expressed or implied for services we provide. VPSGATOR.NET disclaims any warranty or merchant ability 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 VPSGATOR.NET and its employees.

Data Storage

Customers are solely responsible for the backup of files and data on their hosting account. VPSGATOR.NET does not duplicate your information for backup for customer privacy reasons. VPSGATOR.NET provide backup storage space for customers, This should be used to make necessary backups of all data. VPSGATOR.NET cannot recover any data at any time.

Alterations to Terms and Conditions

VPSGATOR.NET reserves the right to adjust the terms and conditions of service at any time and these will typically be done by e-mail to customers, and edited online, but changes to the terms may not be broadcasted.

Customers and users are requested to read our terms and Conditions on a regular basis to keep updated with new changes. TOS can be requested by emailing support@vpsgator.net

Customer agrees to maintain a current copy of all content hosted on VPSGATOR.NET, notwithstanding any agreement by VPSGATOR.NET to provide backup services.

If you do not agree to these terms and conditions you should Contact us to have your account terminated immediately.

By not contacting us or raising queries with our terms you Solely agree that you have read and agree to all specifics.



Bandwidth / High Resource Users - Sites are subject to network abuse and high resources. Any user which uses high resources, or high bandwidth which effects other customers and server performance, may have their site temporarily closed or the owner contacted to resolve the issue.

Resources include: CPU Usage/Memory Usage

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