



Terms Of Service

Last Updated on 31th July 2005

Here's a full copy of E:magineHosts's terms of service. E:magineHosts recommend that the terms of service be read thoroughly and understood before any service is entered into. Once service is entered into and after/before payment has cleared the customer will be bound by the terms of service from the start of the agreement. This terms of service must be obeyed during any part of the agreement with E:maginehosts.

E:magineHosts is a trading name of E:magine Limited. From here on in "E:magineHosts" refers to "the representatives of E:magineHosts and E:magine Limited". These terms of service are to be agreed to and are to be obeyed at all times by you the client. From here on in "client" refers to you the prospective client and/or an existing client.

E:magineHosts provides World Wide Web page hosting services on three different hosting environments and a range of components within these environments. E:magineHosts reserves the right to suspend or cancel a client's access to any or all services provided by E:magineHosts when E:magineHosts decides that the account has been inappropriately used or otherwise.

Web Site Hosting and Email

E:magineHosts make no representation and give no warranty as to the accuracy or quality of information received by any person via the server(s) and shall have no liability for any loss or damage to any data stored on the Server(s) the client represents, undertakes and warrants to E:magineHosts that the client will use the web space and services allocated to the client, only for lawful purposes. In particular, the client represents, warrants and undertakes to E:magineHosts that: -

1. The client will not use the server(s) in any manner, which infringes any law, or regulation or which infringes the rights of any third party, nor will the client authorise or permit any other person(s) to do so.

2. The client will not without limitation upload, post, link to or transmit: -

- Any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way.
- Any material containing a virus or other hostile computer program.
- Any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.
- Any file that the client does not own the copyright to in the first person, including and without limitation to mp3's, games (including mods, patches, and add-ons), free software, shareware, etc.
- Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.
- Adult Material - Including and without limitation to all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of E:magineHosts.
- Warez - Including and without limitation to 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.
- Any material which is forbidden by E:magineHosts's acceptable user policy.

3. The client may upload passworded archives meaning file types of but without limitation to .zip, .tar, .rar etc. as long as the following are obeyed :

(a). The archive does not violate any of these terms of service.

(b). The archive is accessible via URL and only accessed by a link within the client's website(s).

(c). The archive's path, password are submitted into [E:magineHosts's Archive Manager](#) so there is a record of all passworded archives held on E:magineHosts's servers.

- Please note the details received are stored within an SQL database that requires username and password Authorisation to gain access to it. ONLY E:magineHosts will have access to these details. This method is to help with the security of E:magineHosts's servers.

(d). The archive will be accessible to E:magineHosts at all times without having to contact the client in advanced.

(e). If the above are agreed and obeyed by at all times the client may store passworded Archives on E:magineHosts's servers. If for any reason or time the above are not obeyed, E:magineHosts reserves the right to warn, suspend or terminate this contract with the client.

4. The client may send bulk email from E:magineHosts's Network ONLY as part of an opt-in and opt-out programme and with the express permission of the person(s) receiving the email(s). The client must have strict controls governing the opt-in procedures and opt-out removal programme from the mailing list(s).

(a). To send bulk email the client is required to sign a form declaring that the client will not misuse E:magineHosts's mail servers in any way. once E:magineHosts has written/scanned authorisation with the clients signature E:magineHosts will remove the restriction on any domain(s) the client wish's to use for mass mailing. For more details and the form please [Click Here](#).

(b). If the restriction is in place the maximum number of emails the client can send from any one (1) mail box is 100 emails per a day, the client may receive an unlimited amount of emails, up to the maximum size of the mailbox, and sufficient bandwidth and disk space within the account.

- (c). If the client has the restriction removed and abuses this privilege E:magineHosts may ask the client to stop certain actions/procedures, failure to cooperate may result in E:magineHosts taking this privilege away, and in some cases may result in an account suspension or termination. E:magineHosts reserves the right to re-activate these restrictions at any time without warning.
- (d). Under no circumstances do E:magineHosts allow sending of unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited.
5. The Client will not employ programs, which consume excessive system resources, including and without limitation to processor cycles, and memory.
6. Any file stored on the E:magineHosts's server(s) will be reachable via a hyperlink from a page on the clients web site(s).
- 7 . E:magineHosts reserves the right to remove any material, which E:magineHosts deems inappropriate, from the clients web site(s) without notice to the client.
8. The client shall keep secure any identification, password and other confidential information relating to their account and shall notify E:magineHosts immediately of any known or suspected unauthorised use of the clients account or breach of security, including loss, theft or unauthorised disclosure of the clients password or other security information.
9. The client shall observe the procedures, which E:magineHosts may from time to time prescribe and shall make no use of the Server(s), which is detrimental to E:magineHosts's other clients.
10. the client shall procure that all mail is sent in accordance with applicable legislation (including and without limitation to the data protection legislation) and in a secure manner.
11. In the case of an individual user, the client warrants that they are at least 18 years of age and if the User is a company, the client warrants that the service(s) will not be used by anyone under the age of 18 years.
12. Any access to other networks connected to E:magineHosts and related agents must comply with the rules appropriate for those other networks.
13. While E:magineHosts will use every reasonable endeavour to ensure the integrity and security of the server(s), E:magineHosts do not guarantee that the server will be free from unauthorised users or hackers and shall be under no liability for non-receipt or miss-routing of email or for any other failure of email and other systems operating on the server(s).
14. No more than one log-in session under any one account may be used at any time by the client. If the client has multiple accounts, the client is limited to one login session per system account at any one time.
15. All Files stored on E:magineHosts's server(s) must be accessible at all times to E:magineHosts via URL, at no cost to E:magineHosts. If the client has a members only section or similar system the client is required to give E:magineHosts unlimited access on request, and will cover all applicable costs that may be incurred. Please note these are under certain circumstances and not usually applied.
16. E:magineHosts provides a Windows 2003 hosting platform as standard, however in the event that there are compatibility issues E:magineHosts reserves the right to transfer the clients account(s) onto E:magineHosts Windows 2000 server(s) at any time and without warning or notice if required.
17. All hosting plans in any hosting environment are in a shared environment. This means that there are other users on the same server(s) as the client's web site(s) and other servers used by the client.
18. The client agrees to abide by E:magineHosts's Acceptable Usage Policy (AUP), at all times while holding an account with E:magineHosts. Please [Click Here](#) to view E:magineHosts's AUP

Promotions

At times E:magineHosts may hold promotions, the promotion's terms and conditions will be placed with the promotion on the page where the promotion is explained. The client must obey any terms with the promotion to be honoured.

E:magineHosts reserves the right to not honour a promotion if the account fails to obey the terms of service or does not comply to the terms of the promotion.

Affiliate Program

E:magineHosts provides an affiliate program that its clients may use. Credit that is owed to the client from this program will only be added to the clients account if but not limited to:

- The client does not have a negative balance
- The client owns a hosting account with E:magineHosts
- The client is subscribed to the Affiliate Program
- The client is obeying the terms of service

Calculations on any credit due for using this Affiliate program are taken on the 1st of every month and is credited to their hosting account if the above are abided by.

E:magineHosts reserves the right not to credit a clients account if the above is not abided by. E:magineHosts reserves the right to change what calculation is done to work out what credit is due to the client for par taking in this program.

Material and Product Requirements

You must ensure that all material and data placed on E:magineHosts's server(s) is in a form requiring no additional manipulation by E:magineHosts. E:magineHosts will make no effort to validate any of this information for content, correctness or usability.

Use of the services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use of the services. The client must have the necessary knowledge for the intended use of the services. E:magineHosts will not provide this knowledge to the client.

High Resource User Policy

Resources are defined and without limitation to as bandwidth and/or processor utilisation.

E:magineHosts may implement the following policy at its sole discretion:

When a web site is found to be monopolising the resources available and exceeding the hosting plan bandwidth usage allowances. E:magineHosts reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of E:magineHosts's server(s). Clients may be offered an option whereby E:magineHosts continues hosting the web site(s) for an additional fee.

Service Availability

E:magineHosts shall use their reasonable endeavours to make the server(s) and service(s) available to you at all times. E:magineHosts provides a service level agreement to there clients, which outlines E:magineHosts policy relating to service availability. Please [Click Here](#) to read more on E:magineHosts's Service Level Agreement.

E:magineHosts shall have the right to suspend any service(s) at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 7 days the client will be notified of the reason(s).

Payment

1. All charges payable by the client for the service(s) shall be in accordance with the scale of charges and rates published from time to time by E:magineHosts on their web site and shall be due and payable in advance of provision of the service(s).
2. E:magineHosts reserves the right to change pricing at any time although all pricing is guaranteed for the period of pre payment.
3. Payment is due on or before the date the service(s) are due to be renewed until at least 7 days closure notice is given. Cheque payments must be received in time to clear funds before the service(s) are due to be renewed. Please allow 10 days clearing period for cheque's.
4. If the client's cheque is returned by the bank as unpaid for any reason, the client will be liable for a "returned cheque" charge of £25.
5. Without prejudice to E:magineHosts's other rights and remedies under this agreement, if any sum payable is not paid on or before the due date, E:magineHosts shall be entitled forthwith to suspend the provision of service(s) to the client. In event of account suspension because of these terms of service, account termination procedures will begin.
6. Prices may be shown in different currencies but will **always** be charged in Pound Sterling (£). Other currencies shown are displayed with up to date currency conversions. [Click Here](#) for more details on displaying in different currencies.
7. If the client's credit limit is reached, the client is then required to pay any dues before service(s) are resumed. Failure to pay any dues may result in an account suspension and followed by account termination.

Overages

If the client exceeds the feature, storage or resources limits defined by the clients chosen service plan, the client will be charged for the extra usage according to the overage rates outlined in that service plan. The client may also purchase additional features, storage and resources by the same overage rates. If the client uses/purchases more than 120% of the resources allocated in the chosen hosting plan, E:magineHosts reserves the right to suspend the client's service account. All overage rates are prorated. The overage fees charged will be for the remaining portion of the client's current billing period.

Termination and Refunds

E:magineHosts shall be entitled to suspend the Service(s) and/or terminate this agreement forthwith without notice to the client If the client: -

1. Fails to pay any sums due to E:magineHosts as they fall due.
2. Break any of these terms of service.
3. Is a business and the client goes into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with the client's creditors.
4. Refunds will be given at the discretion of the management, admin fees maybe deducted.
5. E:magineHosts reserves the right to suspend the services and/or terminate this agreement at any time.
6. The client may cancel the service(s) at any time. To do so the client must request cancellation of the service(s) via [this form](#). E:magineHosts will cancel the service(s) within 7 days of receipt of the client's request. In some cases E:magineHosts may contact the client to confirm cancellation.
7. During the first 14 days of service, The client is entitled to a refund of the basic hosting plan rental fee, but not including admin fees, should the client decide to cancel the service(s). No full refunds or pro rata refunds will be made after the first 14 days of service should the client decide to cancel the service(s).

8. The client will not be entitled to a refund under E:magineHosts 14 day free trial if the client has previously held an account with E:magineHosts.
9. Where payment has been made by credit or debit card, any refund will only be issued to the same credit or debit card.
10. On termination of this agreement or suspension of the service(s). E:magineHosts shall be entitled immediately to stop access to your web site(s) and to remove all data located on the server(s).
11. If the client has chosen to have a free domain name with a hosting account then this will remain free while the client has have a hosting account with E:magineHosts, should the client have their account closed or suspended, or the client closes their account them self the client will be required to pay an admin fee and any outstanding registration fees if the client wish's to continue using the domain name.
12. E:magineHosts reserves the right to terminate any plan, or service(s) when E:magineHosts wants, but where appropriate/able to E:magineHosts will allow the client to finish their billing cycle and E:magineHosts will give the client at least 7 days notice. We hope we don't have to use this clause.
13. On termination of any account the client is required to pay all payments that may be outstanding.
14. If the client decides to use E:magineHosts's 14 day free trial, after the 14 day period has pasted the client will be asked to become a paying customer or to close the account. E:magineHosts reserves the right to close trial accounts after the 14 day period, if payment has not been made.

Indemnity

The client shall indemnify E:magineHosts and it's agents and keep E:magineHosts indemnified and hold E:magineHosts harmless from and against any breach by the client of these terms of business and any claim brought against E:magineHosts by a third party resulting from the provision of services by E:magineHosts to the client and the client's use of the service(s) and server(s) including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by E:magineHosts in consequences of the client's breach or non-observance of this agreement.

Limitation of Liability

1. All conditions, terms, representations and warranties relating to the service(s) supplied under this agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms of service including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to sub clause 2.
2. Nothing in these terms of service shall exclude E:magineHosts liability for death or personal injury resulting from E:magineHosts negligence.
3. E:magineHosts total aggregate liability to the client for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the service(s) shall be limited to the charges paid by the client in respect of the services, which are the subject of any such claim.
4. In any event no claim shall be brought unless the client has notified E:magineHosts of the claim within one month of it arising.
5. In no event shall E:magineHosts be liable and without limitation, to the client for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.
6. Services are provided on an "as is" basis." E:magineHosts is not liable to you for any compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the interruption, termination, suspension or cancellation of your service account.

Notices

Any notice to be given by either party to the other may be sent by either email, or recorded delivery to the address of the other party as appearing in this agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

Law

This agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

Headings

Headings are included in this agreement for convenience only and shall not affect the construction or interpretation of this agreement.

Entire Agreement

These terms of service together with any documents expressly referred to in them, contain the entire agreement between E:magineHosts relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral: between E:magineHosts in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms of service. In agreeing to these terms of service, the client has not relied on any representation other than those expressly stated in these terms of service and the client agrees that the client shall have no remedy in respect of any misrepresentation, which has not been made expressly in this agreement.

If you are unsure/ unclear or have any questions about any part of this agreement in anyway please feel free to contact our [support team](#).

E:magine Limited reserves the right to add, delete, or modify any provision of its terms of service at any time without notice.

E:magineHosts is a Trade name for E:magine Limited

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