

Acceptable Use Policy (AUP) & Terms of Service (TOS)

Savage Hosting Ltd trading as Savage Hosting issues this document. The company shall be known throughout this document as Savage Hosting.

Savage Hosting agrees to provide the client web hosting for an annual fee. Savage Hosting will never require clients to advertise for Savage Hosting on their website in relation to the advertised cost of hosting. Clients are allowed to use the service for business/commercial or personal requirements. Savage Hosting guarantees a 99.9% uptime.

Content

All services provided by Savage Hosting may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United Kingdom (or any other country) law is prohibited. This includes, but is not limited to: copyrighted material, material that is threatening or obscene, material that is "adult only" content, or material protected by trade secrets and other statute. The subscriber agrees to indemnify and hold harmless Savage Hosting from any claims resulting from the use of the service which damages the subscriber or any other party.

Adult Content

Pornography and sex-related merchandising are prohibited on any server. This includes sexual content, or direct links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited. Savage Hosting will be the sole arbiter as to what constitutes a violation of this provision.

Examples of non-acceptable content or links:

- Pirated software
- Hacking programs or archives
- Warez Sites
- Porn
- Spam and Spamming Software

Background-running Programs

We do not allow background-running programs. This includes any IRC related software such as bouncers and bots. We provide a hosting service not a shell service. You are not allowed to compile and run software on our hosting servers.

Scripting and Banned Scripts

You are free to use any scripts you wish provided they do not affect the normal operations of the

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server and they are not mentioned specifically below.

Scripts that are commonly known for causing server disruption include large cgi-based message forums, auctions, and banner exchanges. In the event a script affects normal server and/or administrative operations, Savage Hosting reserves the right to disable the account pending client cooperation and resolution.

Scripts we do not allow include:

- Chat servers/scripts of any kind are strictly prohibited.
- * Formmail is not allowed on our servers.

** You can use formmail scripts but they must be up to date and not running with the filename "formmail". Any files named "formmail" will be deleted without notice.*

Distribution and/or Transmission of Obscene or Indecent Speech or Materials

Violation of indecency and obscenity laws can result in criminal penalties.

Intellectual Property Rights

Material accessible to you through Savage Hosting's Services may be subject to protection under United Kingdom (or any other country's) copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the Savage Hosting Service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Savage Hosting Network. If you use a domain name in connection with the Savage Hosting Service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Network Security

Customers may not use the Savage Hosting Network with an 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 the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. Savage Hosting 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. Users who violate system or network security may incur criminal or civil liability.

Defamation

Defamatory speech distributed over the Internet can result in civil liability for the defamer. Any sites that are found to defamatory will have 24 hours to remove the material otherwise they will be

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suspended.

Refusal of Service

Savage Hosting reserves the right at its sole discretion to refuse or cancel service. Violation of any of Savage Hosting's Rules and Regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded. Free domains which have been granted for customers paying annually are released to the customer at the end of their hosting period. Domains terminated due to policy violations will not be released to the customer.

Spam Or Unsolicited E-Mail

You must not use the Savage Hosting Network, Savage Hosting equipment or any Savage Hosting email address in connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited email messages. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of the Savage Hosting Network, Savage Hosting equipment or any Savage Hosting email address. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's email address accessible to the public will not constitute a request or invitation to receive messages. They must have "opted-in".

If you are found to have sent unsolicited spam mail, Savage Hosting reserves the right to disable your domain without warning. In addition, Savage Hosting may impose a £100 penalty for each spam policy violation. Savage Hosting solely reserves the right to refuse or cancel service to known spammers, as this type of behaviour can blacklist our servers, causing rejection of service to other customers and Savage Hosting. Lastly, Savage Hosting reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

Abuse

Any attempts to undermine, slander, libel, threaten, or cause harm to a Savage Hosting server, customer, employee, or the company directly is strictly prohibited and is grounds for immediate termination without refund. In addition, we will pursue all attempts to the fullest extent of the law.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold Savage Hosting (or its employee's/owners) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Savage Hosting, 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, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Savage Hosting against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Savage Hosting server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement. Customer agrees to limit the liability of Savage Hosting to the amount paid for service.

Refunds Policy

You may cancel your account at any time before your annual billing date, and you will not be billed for the next year.

If you are paying annually for web site hosting services then you must give 1 Month's notice before cancelling. Cancelling the hosting service with less than 1 month's notice left could result in a £20 administration fee.

All domain registration fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term.

Setup fees (where applicable) are non-refundable under any circumstances.

We do not offer any kind of "money back" guarantee.

Late Payment

Payment must be made towards your account no later than 30 days from its assigned due date. If your account falls overdue or your chosen payment method is declined, your account may be suspended or terminated at the sole discretion of Savage Hosting. Savage Hosting may, at its sole discretion, charge a fee of £20 to reinstate the suspended account.

A service charge, equal to the charge incurred by Savage Hosting from its bank, will be charged to your account for each cheque or payment that is returned to Savage Hosting for insufficient funds.

When payment is declined from your chosen payment method we will send out an email notice and retry claiming payment the following day, this will generally occur 3 times over a 3-5 day period. After this period if we have not received due payment or had notification from you that the due payment is in hand, your account may be suspended or terminated at the sole discretion of Savage Hosting.

It is very important you keep your email address on file with us current. When you change email address please email admin@savagehosting.com to keep us informed of your working contact address.

Failure to keep us updated with your current email address may mean important communications don't reach you, resulting in suspension or termination of your hosting account.

Additional Labour Rates

Any additional work you may require from Savage Hosting staff which does not fall within the usual support boundaries is charged at a rate of £30 per hour, in 30 minute periods. All charges will be discussed before work commences on a per incident basis. Examples of work beyond the boundaries of normal support include: site scripting problems, script installation, website design and development.

Disclaimer

Savage Hosting will not be responsible for any damages your business may suffer. Savage Hosting makes no warranties of any kind, expressed or implied for services we provide. Savage Hosting 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 Savage Hosting and its employees. Savage Hosting does not guarantee a 100% uptime.

Savage Hosting keeps backups of key server systems only and these backups are not available for customer use. Savage Hosting can accept no responsibility for any loss of data or consequences arising from this. Savage Hosting always advises & strongly recommends that clients back up their site data regularly for their own protection.

Savage Hosting furthermore expects that its customers who provide hosting services (resellers) to others will ensure its customers fully comply with all applicable laws concerning the privacy of online communications and any other policy of Savage Hosting. A customer's failure to comply with those laws will violate this policy.

If a customer provides hosting services (resellers) to others and decides to cancel their reseller hosting account with Savage Hosting then Savage Hosting will not be responsible for maintaining hosting for the reseller's customers.

All communications (emails, verbal or written) are between Savage Hosting and the client. These communications are private and are therefore not to be shared with any other parties.

Finally, Savage Hosting wishes to emphasise that in accepting services, customers indemnify Savage Hosting for the violation of any law or Savage Hosting policy, that results in loss to Savage Hosting or the bringing of any claim against Savage Hosting. This means that if Savage Hosting is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against Savage Hosting, plus costs and reasonable legal fees.

Failure to comply with any of our terms & conditions will result in grounds for immediate account deactivation.

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Savage Hosting Ltd

email: acceptableusepolicy@savagehosting.com

Savage Hosting reserves the right to change, edit, or update the policies contained in this document at any time for any reason without notice.

An up-to-date copy of this policy can always be found on <http://www.savagehosting.com>

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