

UILhosting.com Terms of Service

The use of services from United Imperial Limited (t/a UILhosting), Registered in England No. 04273481, Registered Office: The Old Vicarage, Market Street, Castle Donington, DE74 2JB, United Kingdom [hereafter referred to as "UILhosting"], constitutes agreement to these terms.

These terms and your agreement to them are subject to English law.

1.) Account Set-up / Email on file

We will set-up your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. If you have a domain name registered with UILhosting, it is your responsibility to ensure that the contact information for your domain account and your actual domain name(s) is correct and up-to-date. UILhosting is not responsible for a lapsed registration due to outdated contact information being associated with the domain. If you need to verify or change this information, you should contact our sales team via email. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

Ownership

The credit card holder, account holder or wallet owner which is utilised for payment on the account is designated as the authorised owner of the account.

Individuals opening accounts on behalf of a company, corporation or other organisation should ensure they are fully authorised to do so by the body concerned.

Third Party Providers

All transactions with third party providers are solely between the visitor and the individual provider. UILhosting is not the agent, representative, trustee or fiduciary of you or the third party provider in any transaction. Some products provided by UILhosting are provided under license with vendors, and the use of any such third party products will be governed by the applicable license agreement, if any, with such third party.

All discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. All transactions with third party providers are subject to the terms and conditions under which the provider agrees with you to provide the goods or services. You should confirm the terms of any purchase and/or use of goods or services with the specific provider with whom you are dealing.

We do not make any representations or warranties regarding, and are not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers.

2.) Content

All services provided by UILhosting may only be used for lawful purposes as defined by the laws and regulations of England, Scotland, the United States and European Union. Content must be lawful in each of these jurisdictions.

The customer agrees to indemnify and hold harmless UILhosting from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorised copying of music, books, photographs, or any other copyrighted work.

The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If you believe that your copyright or trademark is being infringed upon, please email abuse@uilhosting.com with information.

Using an account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

Examples of unacceptable material on all servers include:

- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery/Gambling Sites (sites featuring links or frames to lottery and/or gambling sites hosted on third party servers are permitted – further details on request)
- MUDs/RPGs/PBBGs
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites
- Push button mail scripts
- Broadcast or Streaming of Live Sporting Events

- Tell A Friend Scripts
- Anonymous or Bulk SMS Gateways
- Bitcoin Miners
- Pornography
- Adult Services and/or Products

UILhosting services, including all related equipment, networks and network devices are provided only for authorised customer use. UILhosting systems may be monitored for all lawful purposes, including to ensure that use is authorised, for management of the system, to facilitate protection against unauthorised access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorised purposes. Use of UILhosting system(s) constitutes consent to monitoring for these purposes.

Any account found connecting to a third party network or system without authorisation from the third party is subject to suspension. Access to networks or systems outside of your direct control must be with expressed written consent from the third party. UILhosting may, at its discretion, request and require documentation to prove access to a third party network or system is authorised.

We reserve the right to refuse service to anyone. Any material that, in our judgement, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via ticket/email and will have a response within 48 hours.

Internet services providers like UILhosting are re-publishers and not the publisher of content. Our service merely provides a hosting platform and space on which to host content, and any creation or publication of content on our services is the sole responsibility of the third-party user which creates or publishes the content. Therefore, UILhosting should not be held liable for any allegedly defamatory, offensive or harassing content published on sites hosted under UILhosting's webhosting service(s).

If in doubt regarding the acceptability of your site or service, please contact us at abuse@uilhosting.com and we will be happy to assist you.

Violations involving illegal activity under any jurisdiction outlined above will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

3.) Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists", purchased lists, and selling of lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, phone, postal mail, email, instant messaging, or usenet/newsgroups. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

UILhosting reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

UILhosting reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of UILhosting.

4.) Payment Information

You agree to supply appropriate payment for the services received from UILhosting, in advance of the time period during which such services are provided. Subject to all applicable laws, rules, and regulations, all payments will apply to the oldest invoice(s) in your billing account. You agree that until and unless you notify UILhosting of your desire to cancel any or all services received, those services will be billed on a recurring basis.

Cancellations must be done in writing via the client billing area. Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you in writing (typically email) that your account has been cancelled. Your cancellation confirmation will contain a ticket/tracking number in the subject for your reference, and for verification purposes. You should immediately receive an automatic "Your request has been received..." email with a tracking number. An employee will confirm your request (and process your cancellation) shortly thereafter. We require that cancellations of service are done through the online client area to (a) confirm your identity, (b) confirm in writing you are prepared for all files/emails to be removed, and (c) document the request. This process reduces the likelihood of mistakes, fraudulent/malicious requests, and ensures you are aware that the files, emails, and account may be removed immediately after a cancellation request is processed. The client is solely responsible for ensuring that any recurring payment set up with a third party payment provide is duly cancelled.

As a client of UILhosting, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree that until and unless you notify UILhosting of your desire to cancel any or all services received (by the proper means listed in the appropriate section of the Terms of Service), those services will be billed on a recurring basis, unless otherwise stated in writing by UILhosting.

UILhosting reserves the right to change the monthly payment amount and any other charges at any time.

5.) Backups and Data Loss

Your use of this service is at your sole risk. Our backup service runs once a week, overwrites any of our previous backups made, and only one week of backups are kept. This service is provided to you as a courtesy. UILhosting is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on UILhosting servers.

6.) Cancellations and Refunds

UILhosting reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice.

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in Great British Pounds (GBP, £), and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and UILhosting is not responsible for any change in exchange rates between time of payment and time of refund.

Customers may cancel at any time via [their client billing area](#).

Cancellations requested after a due payment date on any package only takes effect from the date of the next payment. Any payments due or invoices raised are still due.

There are no refunds on domain names, administrative fees and install fees for custom software.

Violations of the Terms of Service will waive the refund policy.

7a.) Resource Usage

User may not:

- 1) Use 25% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- 2) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- 3) Run any type of web spider or indexer (including Google Cash / AdSpy).
- 4) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- 5) Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- 6) Participate in any file-sharing/peer-to-peer activities
- 7) Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- 8) Run cron entries with intervals of less than 15 minutes.
- 9) Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.
- 10) When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`
- 11) To help reduce usage, do not force html to handle server-side code (like php and shtml).
- 12) Only use https protocol when necessary; encrypting and decrypting communications is noticeably more CPU-intensive than unencrypted communications.

7b.) INODES

The use of more than 250,000 inodes on any account may potentially result in a warning first, and if no action is taken future suspension. Accounts found to be exceeding the 100,000 inode limit will automatically be removed from our backup system to avoid over-usage, however databases will still be backed up. Every file (a webpage, image file, email, etc) on your account uses up 1 inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: :fail: No such user here.

7c.) Backup Limit

Any account using more than 20 gigs of disk space will be removed from our off site weekly backup with the exception of Databases continuing to be backed up. All data will continue to be mirrored to a secondary drive which helps protect against data loss in the event of a drive failure.

8.) Bandwidth Usage

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overage. Unused transfer in one month cannot be carried over to the next month.

9.) Reseller: Client Responsibility

Resellers are responsible for supporting their clients. UILhosting does not provide support to our Reseller Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'. UILhosting will hold any reseller responsible for any of their clients actions that violate the law or the terms of service.

10.) Non-reseller Accounts

Non-reseller account holders may not resell web hosting to other people, if you wish to resell hosting you must use a reseller account.

Any domain name(s) registered by us on your behalf, transferred to us or supplied by us free is subject to separate terms and conditions listed at: www.uildomains.com/terms.htm, or in the case of free domains as listed at the time of registration.

11.) Price Change

The amount you pay for hosting will never increase from the date of purchase (unless your initial price includes a lower price for an introductory period). We reserve the right to change prices listed on UILhosting, and the right to increase the amount of resources given to plans at any time.

12) Indemnification

Customer agrees that it shall defend, indemnify, save and hold UILhosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against UILhosting, 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, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless UILhosting against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with UILhosting; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from UILhosting's server.

13.) Disclaimer

UILhosting shall not be responsible for any damages your business may suffer. UILhosting makes no warranties of any kind, expressed or implied for services we provide. UILhosting disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by UILhosting and its employees.

14.) Disclosure to law enforcement

UILhosting may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

15.) Changes to the TOS

UILhosting reserves the right to revise its policies at any time without notice.