

Users and customers of Services provided by Nanohost must accept the terms and conditions of business set out below.

Domain Names

Availability of a domain

We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should not assume registration of your requested domain name(s) until you have been notified that it has been registered.

Terms of use of your domain

The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; ICANN in the case of .COM/NET/ORG and Nominet in the case of domain names ending with .UK you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

Liability for domains

We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

Payment for domains

We shall not release any domain to another provider unless full payment for that domain has been received by us. All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site and shall be due and payable in advance of our service provision.

Web Hosting

These Terms of Service and Acceptable Use Policies ("Terms and Policies") are an essential part of your relationship with Nanohost. By using your Nanohost account, you agree to all of the Terms and Policies set out in this document.

General Terms and Policies

The web hosting service is provided to authorised persons or organisations (referred to in this document as "Subscriber" or "you"). Any use of the service is subject to any restrictions listed below. By using the Service, you agree to be bound by all of these Terms and Policies. If you do not agree to be bound by these Terms and Policies, you must cancel your account immediately and may not thereafter use or attempt to use the Service.

Coverage

If you are an individual Subscriber, these Terms and Policies apply to all persons who gain access through your account. If you are a commercial Subscriber, these Terms and Policies apply to all your employees, agents and/or customers. In either instance, a violation of these Terms and Policies by anyone using your account will be treated as a violation by you.

Prices and Charges

Nanohost provides the use of Hosting control panel, and a domain control panel to you free of charge, but if through misuse or through abuse on your part we incur any charges, we reserve the right to pass these charges on to you.

Term

The Service is provided to you for as long as you wish to use it. We retain the right to terminate the service with immediate effect if you use it in a way that violates the terms of use.

Backups

Nanohost carries out 1 backup per week and holds these backups for a period of 30 days. These backups are strictly for our own use in case of server failure. Our backups are not meant as a replacement for keeping your own backups. We can configure backups of your domain, email or other files and content on request. There are charges for the configuration and on-going storage of these backups, which will vary depending on the configuration and use of the hosting account. In general, the ongoing storage charge for backups is set at 20% of the monthly or annual hosting charge.

Grounds for Suspension and Termination of Hosting Account

You agree to comply with these Terms and Policies. Any violation of either, these Terms and Policies or the other rules, regulations or policies noted above may serve as cause for Nanohost to suspend or terminate your account. You agree that Nanohost has the right, with or without notice, to suspend or terminate your account upon the first or subsequent occurrence of any of the following:

- Using the Service in a way, which constitutes violation of any applicable statute, law, court order, tariff, regulation, or treaty (including, but not limited to, intellectual property, communications, privacy, criminal and international law)
- Accounts are limited to send up to 200 emails per hour (except VPS and dedicated servers). If an account exceeds this limit the account may be automatically suspended.
- Hosting websites dedicated to pornography, either written text, images, sound or video is forbidden
- Using the Service in a manner intended to abuse or violate the privacy or property rights of others, including but not limited to sending of unsolicited bulk e-mail ("spamming"); this ground for suspension or termination is separate from and in addition to the fees which will result from such activity. You agree to pay a clean-up fee of £60 if any of our server IP addresses appear on a blacklist as a result of spam sent from your account.
- Using your hosting as a file or image hosting service.
- Using the Service in an attempt to break security, or so as to actually break security of any computer network (including the Service itself), or to access an account, message, or file which does not belong to you.
- Using your account as a backup service. All files must be part of your website and must be linked to from your account.
- Using the Service in such a way as to forge or misrepresent headers, addresses, or other identification in electronic mail or websites, or using any other method to disguise the sender's identity or location. This includes the hosting of Proxy Server applications.
- Uploading, linking to or storing warez, cracks or other pirated software.
- Hosting IRCD, image hosting sites, autosurf, autocomment, autolike, port scanners, banner-ad services, escrow, banking, investment, lottery, gambling and pharmacy sites.

- Assisting in or directly distributing copyrighted material.
- Excessively using the Service in such a way as to limit the bandwidth available to others.
- Providing fake or incomplete contact details, including name, postal address and telephone number.
- Furnishing other false data on your sign-up form, contract, or online application, including providing fraudulent credit card or other payment information.
- Using the Service to operate server programs, including, but not limited to mail servers, IRC servers, game servers, ftp servers, Web servers, or streaming audio/video servers unless otherwise authorised in writing.
- Using the Service for unauthorised relays through any third party systems.
- Attempting, in any way, to interfere with or deny service to any user or any host on the Internet.
- Performing a chargeback on any transactions past or present will result in account suspension until resolved. If a chargeback is issued we reserve the right to remove your account, impose a £100 fine per chargeback and deny any future business.
- Using the Service for mail bombing, which includes any instance where multiple messages are sent to a specific destination with the intent to render the recipient and/or the electronic system serving that recipient dysfunctional.
- Using the Service to add or attempt to add addresses to any mailing list (yours or a third parties) without the explicit positive consent of the addressee(s).
- Attempting to cancel, supersede, or otherwise interfere with email other than your own.
- Engaging in harassment, whether through language, frequency, or size of messages, either with email or website content.
- Using the Service to engage in syn flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other methods of denial-of-service attacks.
- Accessing or attempt to access private areas of the Service.

Resource Usage of Hosting Account

No user of the system may:

- Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCd.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any bittorrent application, tracker, or client.
- Participate in any file-sharing/peer-to-peer activities
- Run any gaming servers such as Counter-Strike, Half-Life, Battlefield1492, DoomII etc
- Run cron entries with intervals of less than 15 minutes

Notification of unauthorised use

You agree to notify Nanohost as soon as you become aware of an unauthorised use of your account and/or any breach or attempted breach of security on the Service.

Responsibility for fees - Suspension and Termination

No bill credit will be given for a period of suspension. In the event of termination of your use of the Service under this section, Nanohost may at its sole discretion retain any or all amounts you have paid for use of the Service as liquidated damages for your actions.

Your Privacy

Nanohost does not undertake to examine or review messages, files, or other materials, which are accessible through, pass through, or reside on the Service except where required to provide technical support for the use of the service.

Copyright Infringement

Complaints regarding alleged copyright infringement can be sent to support@nanohost.co.uk. Upon receipt of such written notice, Nanohost will expeditiously remove or block access to the allegedly infringing material, and provide notice to the person who had posted that material. If Nanohost receives a notification from that person indicating that the claim of infringement was based upon mistake or misidentification, Nanohost will send you a copy of that notification. Unless you notify Nanohost of appropriate court action to restrain the alleged infringement, the challenged material will then be restored or otherwise made accessible again.

Liability in relation to Hosting Services

You agree that use of the Service is at your own risk. Except for information, products, or services clearly identified as being supplied by Nanohost, Nanohost nor any of its affiliates controls, provides, operates, or is in any way responsible for any information, products, or services accessible through the Service. Nanohost neither endorses nor is responsible for the accuracy of third-party material(s), and you agree that Nanohost is not responsible for any loss or damage caused by your use of, or reliance on, such material(s). You understand and agree that you have sole responsibility for your posting of any information or material to any site or newsgroup on the Internet, including but not limited to postings to Web sites, whether residing on Nanohost equipment or not, postings to newsgroups, and participation in any on-line chat sessions. You agree to indemnify and hold harmless Nanohost and its employees, and other customers and subscribers from and against any claims, losses, costs, liability, damages or expenses arising out of your postings.

In no event shall either party, except in respect of the payment of fees and other charges for maintenance, service, labour, hardware, software, licenses, subscriptions and any other related costs, under this Agreement be liable to the other party for any direct, incidental, consequential, indirect or punitive damages, including but not limited to loss of profits, regardless whether such liability would be based on tort, strict liability, breach of contract, breach of warranties and/or guarantees, failure of essential purpose or otherwise, whether or not an advice or notice of the possibility of such damage was and/or had been given.

Should Nanohost be held responsible notwithstanding the previous clause, in no event shall Nanohost's liability under this Agreement exceed, in the aggregate, the amount of the then current annual subscription fee.

Use of the service for Telecommunications

You agree that, should you use the Service to send or receive voice communications, Nanohost is not acting as a telecommunications carrier or telephone company, that there is no representation made by Nanohost as to the suitability of the Service for such use, and that all risk of connection,

transmission quality, and accuracy of communications is solely on you, and that Nanohost has no liability of any sort for the failure or lack of quality of such use of the Service.

General Terms

Damages

You agree to be liable for any damages or loss of service which results in damages to Nanohost as a result of any spamming or other violations relating to misuse of the service as detailed above. These damages include, but are not limited to, system shut downs, retaliatory attacks or data flooding, and loss of peering arrangements. You agree that Nanohost may pursue any such claims against you in Court.

Payment for Services

Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you.

If you fail to pay any sums due to us as they become due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to terminate this Agreement forthwith and the domain ownership is transferred to us.

Responsibility to correct

If you break any of these terms and conditions and you fail to correct the breach within seven (7) days following written notice from us specifying the breach, we may terminate this Agreement forthwith.

Termination

On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data located on it. We shall be entitled to delete all such data but we may, at our discretion, hold such data for such period as we may decide to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us.

Refund Policy

If you are unhappy with any aspect of our service, please contact our support department at support@nanohost.co.uk who will attempt to rectify the situation. If the problem cannot be resolved and you are unhappy with the service you are entitled to a refund within 30 days. No refunds will be provided past the 30 day period.

Refunds are not available for .COM, .NET, .ORG or any other domain names, SSL Certificates, Domain Transfer In fees, Domain Transfer Out fees, or any other products or services provided by Nanohost through other companies.

No refunds are provided for VPS or Dedicated servers under any circumstances.

No refunds will be made if we terminate your hosting or other services due to violation of our Acceptable Use Policy or any other violation of our Terms and Conditions, exempt as may be provided therein. This does not affect your statutory rights.

Only one order will be refunded per person.

Credit on your account cannot be refunded and must be used for purchases and renewals.

Dedicated servers are exempt from the 30 day refund. Refunds relating to dedicated servers will be issued at the sole discretion of Nanohost. In any instance, setup fees for dedicated servers are non-refundable.

Any funds sent to Nanohost which are in excess of the amount owed can only be reimbursed in credit and cannot be refunded.

Service Level Agreement

If your service drops below 99.9% uptime in any given month you will be credited with one free month of service. This must be claimed within 7 days of our monitoring dropping below this level.

Any planned maintenance work is except from this guarantee and will be ignored. Dedicated servers, or servers hosted by third party providers such as Amazon AWS currently have no SLA, except that provided by the third party.

Downtime occurring due to natural disasters or DDoS attacks against the servers or network of Nanohost are specifically excluded count towards any SLA calculation.

Delivery of Services

Immediately upon successful payment you will receive an automated receipt from our systems. Please print and retain a copy of this and retain in a safe place for future reference.

Your unique customer username will be on this receipt and should be used for any enquires to Nanohost.

Please note that we aim to deliver all goods as soon as signup is complete. If we will be unable to adhere to this you will be informed via email or telephone or both. Payment will be deducted when services are delivered.

All orders are delivered electronically via email. If you have any questions about your order please contact us at support@nanohost.co.uk. Nanohost aims to respond to all enquiries within 2 hours during our core trading hours.

Trading Hours

Our trading hours are Monday to Friday, 9am to 5pm GMT. Emergency support, which is chargeable at a rate of £60/ph+VAT is available outside of these core trading hours 365 Days a Year, 24/7.

Export/Import Restrictions

The services available on this site are subject to both export and or import restrictions. Please check regulations in the country you are in to see if these products are allowed for import into your country.

Warranty

Nanohost makes no express or implied warranties, including warranties of title, non-infringement, and warranties of merchantability or fitness for a particular purpose, regarding the service, or any

software or other material available through the service, regardless of what you may have told Nanohost about your intended use of the service. No oral advice or information given by Nanohost or its employees shall create a warranty or otherwise alter the provisions of this section. The service and any software provided to you by Nanohost are provided on an "as is, as available" basis. Nanohost does not warrant that they will be error-free and/or uninterrupted, or that defects will be corrected. Nanohost does not guarantee the security or back-up of any of your data which may be stored on the service.

Prohibited Content

You understand and agree that information and access available through the Service may include controversial, sexually explicit, or other material that may be offensive to you or users for whom you are responsible. Nanohost has no responsibility for or control over such materials, and you take sole responsibility for using any available screening software or other methods of limiting access (specifically including the access of minors) to any material you may find objectionable.

Privacy

Nanohost will not provide names, addresses, telephone numbers, email addresses, or other personally identifiable information on any Subscriber to any third party without prior permission from that Subscriber, or as required under an appropriate court or administrative directive, including a facially valid subpoena, or as necessary to render the Service. Nanohost may provide aggregate data on Subscribers to third parties in the operation of Nanohost's business.

Nanohost may transfer or store your information outside of the European Economic Area (EEA) if necessary in the day-to-day business of providing services to you.

Disputes

You agree that any dispute between you and Nanohost arising out of your use of the Service on in any way based upon your subscription to and/or use of the Service which cannot be resolved between you and Nanohost will be submitted by the aggrieved party for binding arbitration under the auspices of the English law.

Governing Law

These Terms and Policies are governed in all respects under English law.

Cancellation Procedure

Cancellation requests must be submitted in writing to support@nanohost.co.uk. If you request an immediate cancellation means your service will be terminated on the next working day of submitting the form. It is your responsibility to ensure any paypal subscriptions, standing orders or other automatic payment methods you have setup are cancelled.

No other forms of cancellation are accepted.

Cancellations must be submitted before the invoice for that billing cycle is due. Failure to do so will result in automatic service renewal and an invoice becoming due. Cancellation requests can only be submitted if the account has no due invoices.

Support

End user support requests are dealt with in the order they are received, we make no guarantees for the response time on end user support tickets however normal response for a technical support

query is within 1 hour of receipt. Outside of our core trading hours support requests are responded to on a best-efforts basis.

If you require a level of support that is in excess of this, paid support is available at a charge of £40 for each hour of support provided.

Technical support provided outside of our core trading hours will be charged at £60 for each hour of support provided.

Amendments

These Terms and Policies may be amended in any respect at any time by Nanohost upon the posting of the amended Terms and Policies on the terms of use section of the Service. Your continued use of the Service will be deemed consent to any such amended Terms and Policies. If you do not wish to continue to use the Service as a result of any such amended Terms and Policies, you may provide notice of your wish to terminate your use of the Service to Nanohost.

Tax

Services provided by Nanohost under this agreement are subject to taxation, mainly VAT. Any price or quotation provided is without VAT at the prevailing rate unless otherwise indicated.