

VoltHosting Ltd: Terms of Service

These Terms of Service ("Terms") govern your use of our Websites ("Sites") & Services that are provided by VoltHosting Ltd ("we", "us" or "our"). By using or Accessing our sites and services you agree to our Terms of Service and Privacy Policy (Collectively, the "Agreement"). Furthermore, you hereby agree that any violation or infringement of any clause in any of our legal agreements or any law in England & Wales will leave you subject to liability. Please read this agreement carefully as it states your legal rights, liability limitations and automatic subscription renewals.

1) User Account:

1.1) In order to access our services, you must register for an account in our client area.

1.2) You must ensure that you keep this account secure at all times; such as strong password & two factor authentication etc.

2) Content:

Any content uploaded to our service must not be contrary to law; especially content in which may be threatening, knowingly false or defamatory, hateful, profane, offensive, pornographic or sexually explicit, an invasion of someone's privacy or content that violates a party's intellectual property right/copyright ownership etc. You hereby agree to hold VoltHosting Ltd harmless from any and all liability arising as a result of the usage of content listed above.

3) Abuse:

Abuse, in any capacity, which is primarily aimed at our personnel is not tolerated. Likewise, network and service abuse are strictly prohibited and may result in service suspension, termination or a permanent ban from using our services.

4) User Responsibilities:

4.1) Content & Security: By using our service, you agree that content that is uploaded or otherwise created on our platform either belongs to you; or you have the explicit written consent from the owner of concerned content. You also agree that we are not responsible for what content is uploaded or generated on our platform and the security of your account and any actions under your account are solely your responsibility and you agree that this is something we do not control.

4.2) Compliance: By using the service, you agree that your use of the service will not be contrary to UK Law. Our systems may allow our users to share or otherwise publish content to websites and social media platforms – the company does not control, monitor or otherwise responsible for content shared or distributed via said systems.

4.3) Payments: You agree to pay VoltHosting Ltd in advance for your services to be rendered. Subsequent payments are due on a monthly or annual basis on the anniversary date of your service. Chargebacks are prohibited and may result in service termination.

5) Our services:

5.1) Web Hosting

In order for us to host your website, you must agree to grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host your site or service. You can end this license anytime by deleting your content, service or account. Usage is limited for the purpose of hosting your website. You waive any claims against us relating to any moral rights, artists' rights or any other similar rights worldwide that you may have in or to your

site(s) or names, trademarks, service marks or logos on your site(s) and any right of inspection or approval of any such use.

Furthermore, we reserve the right to suspend or terminate your service for many reasons, but these include but are not limited to: Overdue on payment, suspect/malicious content stored/displayed/distributed under your account and malicious activities taking place under your account (i.e. Phishing). The company reserves the right to terminate accounts at will and we reserve the right identify what is suspect or malicious.

Like all shared web hosting services, we include email services as part of your service. We limit the number of emails that you can send, per hour, to ensure our service is protected from abuse. If we suspect or detect abusive usage of our email services; we reserve the right to rescind appropriate access to that aspect of your service or suspend/terminate your service. We reserve the right to identify what is and is not abusive. Furthermore, since our shared hosting platforms are used by other customers, we have a duty to protect their service from significant behaviours. For example, if our host comes under significant load due to your use of the service, we reserve the right to suspend your service or implement a service such as Cloudflare to reduce said load on our systems.

5.2) Virtual Private Servers

Like most providers, we operate anti-abuse and fraud detection systems across our systems and network - which primarily applies to our virtual private servers. This is to ensure that they are being used for lawful purposes. Due to this, our VPS purchases will need to manually verified.

Your use of our virtual private servers must not be contrary to law/ must not breach any applicable law. Content uploaded to the server must not contain any content has the potential to negatively impact the normal operation of a computer system or network, violations of international intellectual property and copyright laws and must not be used as a for any purpose which may be in contravention of the UK Computer Misuse Act. We reserve the right to suspend your VPS for reasons which may include but are not limited to: Overdue on payment, suspect/malicious content stored/displayed/distributed under your server and malicious activities taking place under your server. We reserve the right to suspend/terminate servers at will and we reserve the right identify what is suspect or malicious.

6) Our Rights:

We reserve the following rights, which we may at any time and in our sole discretion, and without liability or notice to you: we may change parts or all of the services and their functionality; we may suspend or discontinue parts or all of the services; we may terminate, suspend, restrict or disable your access to or use of parts or all of the services; (d) we may terminate, suspend, restrict or disable access to your account or parts, some or all of your websites.

7) Abuse Overview:

Any activity which hinders the ability of us to provide a service or a user to utilise our service or any other internet service is strictly prohibited. This includes but is not limited to "denial of service" (DOS) attacks against another network host or individual user. It is the client's responsibility to ensure that their service/server is configured in a secure manner.

8) Fraud:

Use of our service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters." Adding, removing or modifying identifying network header information to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.

9) Payments

Like all hosting providers, our services require a payment in order for them to be made available to a user. As stated previously, the user agrees to pay us in advance in order for services to be rendered. We maintain the right to update or otherwise amend the price of services as we see fit. To ensure uninterrupted service, we'll bill you for Services from the date you submit your initial payment and on each renewal period afterwards until cancellation via our payment processor, PayPal.

Should you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge of any payable fees to us ("Chargeback"), we reserve the right to and your account may be subject to suspension or termination. If you have questions about a payment made to us, we encourage you to contact our team before filing a Chargeback. We reserve our right to dispute any Chargeback

10) Refusal of Service:

We reserve the right to refuse service to anyone at any time, at our sole discretion.

11) Indemnification:

To the fullest extent permitted by law, you agree to indemnify and hold harmless VoltHosting Ltd, affiliates and their directors, officers, employees, contractors, service providers and agents from and against all legal proceedings, damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to: (a) your breach of this agreement; (b) your user content, your sites and your eCommerce; (c) any claims by, on behalf of or against your end users; (d) your violation of any law or regulation or the rights or good name of any third party. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees