



**VOLT
HOSTING**

**Development and
Hosting Services**

Terms Of Service



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.

1.0 - User Account:

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

i This information includes but is not limited to:

- Full Name
- Physical Address
- Incorporation Information
- Telephone Number
- Email Address(s)
- Payment information

ii This information is required so that we can always provide a service, to ensure confidentiality/integrity/availability (CIA), process payments, ensure that we are able to contact the Customer (and vice-versa) and to be able to establish a contract between the Parties.

1.2) You must ensure that you keep this account secure at all times, such as strong password & two factor authentication etc. VoltHosting is not liable for any access, misuse, or compromised undertook on any account or service under any circumstances. The customer is liable for any and all activities, abuse or misuse which takes place on the services even if the user was unauthorised.

2.0 - 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.

3.0 - 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.

4.0 - 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.
- 4.4 Cancellation: Customers agree that until and unless they notify VoltHosting using the official cancellation request process from within our client area, all services delivered to the Customer by VoltHosting, are considered active and billable. Thus, shall continue to be billed on a recurring basis. Any overdue payments shall be subject to a reasonable late payment fee.
- 4.5 Debt: VoltHosting reserves the right to charge, or debt owed fees from a customer's payment method at any time. VoltHosting is not responsible for any fees raised by the payment method provider. VoltHosting provides a grace period before account suspension or termination on overdue invoices. If the customer has not paid their due invoice in a reasonable amount of time past the due date, VoltHosting reserves the right to terminate the service. VoltHosting is not responsible for any data loss due to a suspension or termination of service.
- 4.6 Password Reset: We operate several managed services for customers which may not have self-service password reset options. In these cases, we request that customers contact our support team via the VoltHosting client area or live chat while logged into the client area, where not possible, customers should email our support team at enquiries@volthosting.co.uk using the email address registered with the account. If your company is in a contract with VoltHosting which specifies an alternative method of secure password resetting, please utilise the method noted in the contract.

5.0 - 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 may need to be 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.

5.3 Game Servers & Services

Like most providers, we operate anti-abuse and fraud detection systems across our game server systems. This is to ensure that they are being used fairly and for lawful purposes. Due to this, our Game Services may need to be manually verified.

VoltHosting Game Services must not be used for purposes 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 Service 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 Service. We reserve the right to suspend/terminate servers and/or Services at will and we reserve the right identify what is suspect or malicious.



5.4 Dedicated 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 dedicated servers' purchases may need to be 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 dedicated server 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.

If a custom dedicated server service has been purchased by the customer, VoltHosting reserves the right to enforce a minimum term on the customer's service. If the customer cancels the service before their minimum term has elapsed, VoltHosting reserves the right to charge the customer for the remainder of the term.

5.5 Domain Names

VoltHosting is not a domain registrar, and thus does not have full control over the management of the domains we provide. In most cases, we have a partnership with Namecheap, so all domains registered via VoltHosting must follow [Namecheap's terms of service](#).

VoltHosting assumes no responsibility of any content or links of any domain purchased through VoltHosting.

5.6 Licenses

Licenses must always be paid ON or BEFORE the due date each month. Exceptions cannot be made for late invoice payments on any license purchased through VoltHosting. VoltHosting assume no responsibility for the content or use of any license purchased through VoltHosting.

5.7 Email Protection

Our email protection systems must be kept within the assigned limits quoted. If a customer exceeds a predefined limit, then the customer is liable to pay for the increase in usage. The customer should contact VoltHosting about any increase in email accounts, domains, or other usage of the VoltHosting email protection services before proceeding.



Your use of our email protection 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 email protection services 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.

5.8 Phone Systems

The Customer shall make only reasonable use of the Service. Where all or part of the Service permits making of calls using a Call Bundle, Customer shall:

- use the Service only in respect of the designated Extension (where the Call Bundle is associated with an Extension);
- make all calls from a regular telephone, softphone, or mobile phone, and shall not configure the Extension for use with any PBX or other mechanism which allows multiple users or devices to make use of an Extension;
- only make voice calls, and shall not make fax calls, data calls, or use the Service for more than occasional call forwarding;
- originate each call by a human, and shall not initiate any call automatically;
- not permit any third party to originate calls using the Service; and
- only make calls which relate to its own, reasonable, business use, and shall not use make calls as part of call centre operations (including telemarketing) or other high-volume activity (even if those activities form part of the Customer's business).

The Customer shall obtain and manage any required licences related to the use of the Services, including by not limited to, any licences required for audio files which are uploaded to the system for music on hold or any other purpose.

The Customer is responsible for, and agrees to pay in full for, any Call Charges incurred from any Extensions or Outbound Trunks allocated to the Customer, including all calls which originate from or appear to us to originate from the Customer's network, or which present to us with the Customer's identifying data (including, but not limited to, the Customer's username and password). This includes all Call Charges irrespective of whether or not they were generated in good faith or authorised by the Customer and including those generated as a result of fraudulent activity by a third party.

The Customer shall present only caller line identification information which:

- is assigned to the Customer by us; or
- the Customer:
 - o has obtained our permission to present;
 - o has the right to present; and
 - o proves to us, promptly following a request from us (which may occur at any time during the lifetime of this Agreement, and on as many occasions as we see fit), that it has the right to present.

5.9 Endpoint Security

We may provide trial accounts for our endpoint security upon the request of a customer. This free trial is at no cost to the customer.

VoltHosting partners with ESET for our endpoint security. Thus, the customer must adhere to ESET's EULA and terms of service for the ESET products the customer uses.

If the customer wishes to increase the number of devices they are protected on, the customer must contact VoltHosting to arrange the increase.

VoltHosting will manage the ESET service for the customer. The customer can request access to an administrative account if required for internal auditing but should not amend any settings within the portal.

VoltHosting does not assume any responsibility for any misconfiguration of ESET services which may cause damage, outages, data loss, data breaches or otherwise effect the customer negatively. VoltHosting will be held harmless in these cases.

5.10 Business VPN

We partner with NordLayer and Tailscale for our business VPN solutions. Thus, the customer should be in line with NordLayer's and Tailscale's appropriate terms of service, and EULAs for the services which the customer utilises.

If the customer wishes to increase the number of users to be protected, the customer must contact VoltHosting to arrange the increase.

VoltHosting will manage the NordLayer or Tailscale service for the customer. The customer cannot request access to an administrative account. However, VoltHosting can provide appropriate logs if required for internal auditing.

VoltHosting does not assume any responsibility for any misconfiguration of NordLayer or Tailscale services which may cause damage, outages, data loss, data breaches or otherwise effect the customer negatively. VoltHosting will be held harmless in these cases.

5.11 Business Password Management

We partner with NordPass for our business password management solutions. Thus, the customer should be in line with NordPass's appropriate terms of service, and EULAs for the services which the customer utilises.

If the customer wishes to increase the number of users, the customer must contact VoltHosting to arrange the increase.



VoltHosting will manage the NordPass service for the customer. The customer can request access to an administrative account if required for internal auditing but should not amend any settings within the portal.

VoltHosting does not assume any responsibility for any misconfiguration of NordPass services which may cause damage, outages, data loss, data breaches or otherwise effect the customer negatively. VoltHosting will be held harmless in these cases.

5.12 Managed IT Solutions

VoltHosting's managed IT solutions varies on a great scale depending on the customers needs.

VoltHosting does not assume any responsibility for any misconfiguration of any managed IT solution which may cause damage, outages, data loss, data breaches or otherwise effect the customer negatively. VoltHosting will be held harmless in these cases.

5.13 Particulars

By purchasing or accessing a VoltHosting service in any way. The customer acknowledges that they have read, in-full, these terms of service and all other legal documents provided by VoltHosting. The customer accepts that they are bound by these terms of service along with any new terms which may be presented.

In occasion, VoltHosting may require the customer to undergo screening and/or background checks and/or identify verification to ascertain the customers identity and to protect against fraud, abuse or misuse.

VoltHosting is not responsible or liable for what the customer or user(s) choose to do with their VoltHosting service. The customer or users may only use their VoltHosting service(s) for lawful purposes only. We take abuse seriously, so if any abuse gets reported to use through any of our channels, we will take immediate action.

VoltHosting reserves the right to;

- terminate or suspend a user's service for any reason;
- perform maintenance on any VoltHosting system or relocate, repurpose, or replace equipment being used by the customer with advance notice, or not;
- Increase or decrease the cost of service or addons at any time without notice;
- Suspend or terminate any service with or without reason;
- Accrue interest on overdue invoices from the due date until payment or the termination of the service at the rate of 5%.

6.0 - 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; we may terminate, suspend, restrict or disable access to your account or parts, some or all of your websites or services.

7.0 - 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.

8.0 - 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.

9.0 - 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(s).

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.

The company reserves the right to change the pricing of any VoltHosting service at any time with or without notice to the customer.

10.0 - Refusal of Service:

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

11.0 - Refund Policy:

The customer agrees that they are not entitled to any form of refund in respect of their service unless at the sole discretion of the company.

12.0 - Miscellaneous:

12.1 Customers and Users have the capability to create and upload various types of content, including but not limited to text, links, information, graphics, photos, audio, videos, and other similar materials ("Content"). VoltHosting does not assume any responsibility for Content



uploaded to or generated on the Service. Additionally, we neither expressly nor implicitly endorse, support, control, or guarantee the completeness, truthfulness, accuracy, or reliability of any information uploaded to or generated on the Service. By creating or uploading Content, the Customer represents and warrants that the Content is legal, that they are solely responsible for it, and that they possess all rights, power, and authority necessary to grant the rights to Customer Content as outlined in these Terms.

12.2 The Services are not to be used for any illegal or prohibited purpose. If the Company suspects or detects illicit activity associated with any customer's services or accounts, we reserve the absolute and sole right to suspend all Services and any applicable accounts immediately and without refund. In the event of an Account or Service suspension or termination, we will strive to notify the customer when such suspension or termination takes effect, provide the reasoning behind our decision, and inform the customer of any appeal avenues, if available.

12.3 The Customer agrees that any name, text, link, information, graphic, photo, audio, video, or other similar materials, websites, or software hosted using the Service must not contain anything that (i) is unlawful or illegal; (ii) is offensive or objectionable; (iii) infringes on copyright, intellectual property, trademark, trade secret, privacy, publicity, or other rights, or damages the reputation of any Customer, User, or third parties; (iv) is harmful to any computer system or network; (v) includes information, data, or knowledge that is used, obtained, or retained in violation of the laws of England & Wales or any applicable confidentiality, copyright, or intellectual property rights; (vi) constitutes Hacked Materials (as defined in this Agreement); or (vii) is otherwise prohibited or protected by the laws of England and Wales or international law.

By using the Service, the Customer irrevocably warrants and asserts that such use does not imply that VoltHosting endorses any actions, views, or content uploaded, transferred, stored, posted, generated, published, or otherwise made available through their use of the Service on VoltHosting's hosted systems, services, or accounts. The Customer acknowledges full responsibility and liability for any such Content and agrees to hold VoltHosting harmless, as detailed in Section fourteen (14) of this Agreement. Users are solely responsible for the Content created with, on, or uploaded to the Service of our customer and recognize the potential liability they may incur if they, or any of their customers or users, post or share content without obtaining all necessary rights.

12.4 Without written permission from the VoltHosting Security Operations Centre (SOC), any interference with, damage to, or disruption of any part of our website, systems, or services is strictly prohibited.

12.5 Any information, data, or content that Customers or users upload to the Service will always remain the property of the respective owners. We do not claim ownership, access, or the right to sell your data.

12.6 Do not probe, scan, or test for vulnerabilities on any of our services, systems, or websites. This prohibition extends, without limitation, to all VoltHosting, customer, and supplier systems



and websites. No one may attempt to decompile or reverse-engineer any part of our websites, systems, or services to access or exploit such systems, services, accounts, or websites, nor to harm our network, its availability, or the reputation of our Company.

12.7 When visiting, enquiring, or requesting support from our team, the methods of communication made available to Customers must not be abused or used for purposes other than those for which they were designed. Our staff endeavours to assist in any way they can, but abuse directed at staff will not be tolerated and may result in the suspension or termination of services, as well as potential civil or criminal liability.

12.8 To continually assess and improve Customer satisfaction and the quality of support provided, as well as to detect, prevent, and report abuse or misuse, all telephone calls may be recorded, and support tickets may be anonymized, archived, and retained for future review.

12.9 We do not screen, edit, or monitor any content uploaded to or generated on, or via, any system or service. However, we may, at our absolute discretion, delete or restrict access to content at any time and for any reason that constitutes a legal infringement. The Company reserves the right to suspend, remove, or terminate services if any use is deemed to constitute abuse, misuse, or unreasonable conduct at any time during the Customer's service.

12.10 Depending on the type of Service a customer purchases or the package selected within a given service category, the Customer will be provided with varying levels of network connectivity. Unless explicitly stated otherwise, your Services are provisioned on either a Bandwidth (per TB) or a ninety-fifth (95th) percentile basis. Once your quota is consumed, your network connectivity will either (i) be disconnected from our network, or (ii) incur an overage fee on a per-TB or per-Mbps basis. The choice of action is at VoltHosting's sole discretion and is based on various factors. If a customer's services are suspended or disconnected, VoltHosting reserves the right to charge a re-connection fee. Failure to settle outstanding amounts and associated fees will result in the continued disconnection of Services until dues are paid in full. Should the Customer's use of the network adversely affect other customers or users, VoltHosting reserves the right to disconnect network services indefinitely if such use is deemed abusive or misused by the Company.

12.11 We always welcome feedback and suggestions from our customers, partners, and users. Any ideas, suggestions, or feedback provided to us are considered voluntary, and the submitter agrees that VoltHosting may use such ideas, suggestions, and feedback without notice, compensation, or obligation to the submitter, in any number of copies, formats, or ways, anywhere and anytime.

12.12 The storage, transfer, publication, reference to, distribution, or hosting of content, materials, knowledge, credentials, or any other information or data obtained through means including but not limited to security breaches, intrusions, unauthorized access, unauthorized interception, theft, or access that exceeds authorization (e.g., from an insider) of any building, person, company, computer system, network, or electronic device ("Hacked Materials"), or information that is restricted, protected, or confidential, or information that is intentionally



dishonest, untrue, or manipulated (“Misinformation”) is strictly prohibited, whether in whole or in part. Any individual or entity acting in violation of this will be subject to immediate service termination.

13.0 - Third Party:

Our systems contain links to websites, systems or services which are external to VoltHosting. VoltHosting is not liable or accountable for the content on those websites, or its policies or security. Additionally, it is likely that the terms of service or other legal frameworks differ from VoltHosting’s, thus the Customer should read the third parties’ legal frameworks.

Like all companies, VoltHosting relies on third party vendors for some of our software. VoltHosting is not liable for any usage of any third-party services. The customer agrees to hold VoltHosting harmless entirely.

14.0 - 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.