



Terms of service

Part A: General terms and conditions

Guidelines: This policy is subject to change, so please check regularly for updates.

Server use

e-Kit reserves the right to refuse service and/or access to its servers to anyone.

e-Kit does not allow any of the following content to be stored on its servers:

Adult material - includes all pornography, erotic images, or otherwise lewd or obscene content.

Excessive download content or non-linked content.

Refusal of service based on content matching either of these two criteria is entirely at the discretion of e-Kit.

e-Kit reserves the right to move your domain to a different web server with no previous notice.

e-Kit reserves the right to monitor any form-to-web activity for reasons of preventing spam attacks.

Support

We will endeavour to provide a continuous high quality service. If you experience problems with your service please contact us by whatever means given on the website. Please note we may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services.

Reselling of Services

All accounts are to be used by the primary owner only, and do not allow the holders to resell, store or give away web-hosting services of their website to other parties, unless permission has been explicitly granted by e-Kit.

Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

In rare cases, e-Kit may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, e-Kit reserves the right to impose restrictions and even suspend the services for the consideration of all customers.

Database Usage

If you exceed the limits on our database products (MS SQL and MySQL) then we will charge you for the additional space you use at our current prices. For example if you have a 150MB database and 200MB is in use at any point during a month then we will charge for the extra 150MB (currently £15 for MSSQL) in that month.

High resource use policy

Resources are defined as bandwidth, processor utilization or disk space.

e-Kit may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available e-Kit reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby e-Kit continues hosting the website for an additional fee.

Payment policies

Although e-Kit reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Payment is due every 365 days, following the date the account was established. Customers will be invoiced again 28 days before any service expiry unless closure notification has already been given.

In the event that any service has not been paid for by the renewal date, e-Kit reserves the right to suspend services until the outstanding debt is cleared. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a cancellation request by mail or email to the addresses given on the website

No bills or invoices will be sent by regular mail (aka snail mail). All invoices will be sent directly to customers via email. All payment must be in UK sterling.

Please note that whilst this email is primarily used for billing purposes, e-Kit reserves the right to email you information about enhancements to our systems and product offerings. Your email will not be passed to any other parties at any time.

Cheque Payment: This option is only available to business customers who pay annually for their e-Kit account. A credit/debit card number will still be required if customers require the facility to purchase domains and other services on-line. e-Kit cannot guarantee that a service will be provided until after any received cheques have been cleared.

Customer agrees that it shall defend, indemnify, save and hold e-Kit harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against e-Kit, 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 e-Kit against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with e-Kit' server; (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 customer from e-Kit' server.

Disclaimer

e-Kit will not be responsible for any damages your business may suffer. e-Kit makes no warranties of any kind, expressed or implied for services we provide. e-Kit does not back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, e-Kit cannot guarantee to be able to replace lost data. e-Kit disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by e-Kit and its employees. e-Kit reserves the right to revise its policies at any time.



Part B: Acceptable use policy

1) Web hosting

1.1) e-Kit reserves the right to suspend or cancel a customer's access to any or all services provided by e-Kit, where e-Kit decides that the account has been inappropriately used. e-Kit reserves the right to refuse service and/or access to its servers to anyone.

1.2) e-Kit offer unlimited web space and bandwidth with some account types. By this, we mean unlimited space for legitimate web site content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any backups, downloads, or other non-web based content. We will treat all password protected archive (e.g. zip and rar) files as unacceptable. Multimedia content such as audio and video is acceptable provided it is streamed to the user, links to HTTP download of this content is not acceptable. e-Kit offers a streaming media service for this type of content.

1.3) Scripts on the site must be designed to produce web-based content, and not to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed.

1.4) e-Kit will disable any domain that fails to adhere to the following criteria as soon as we are made aware, in line with current working practices:

1.4.1) The primary purpose of any site must be to provide web-based content to viewers. Files on the site must be linked to the web site.

1.4.2) The primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and filtered.

1.4.3) Sites must not contain Warez, copyright or other illegal material. The onus is on you the customer to prove that you own the rights to publish material, not for e-Kit to prove that you do not.

1.4.4) Sites must not contain pornographic or other lewd material. Adult Material includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of e-Kit.

1.4.5) Sites must not use excessive amounts of server resources. These include bandwidth, processor utilization and / or disk space. Please see the 'High Resource Use Policy' in the General Terms and Conditions.

1.4.6) Sites must not contain scripts that attempt to access privileged server resources, or other sites on the same server.

2) Email

2.1) If e-Kit identify a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

2.2) Common issues that cause problems are:

2.2.1) Where a mailbox receives large volumes of undeliverable email.

2.2.2) Where mailboxes have forwarders set to other mailboxes where mail cannot be delivered.

2.2.3) Where mailboxes have forwarders and/or auto-responders that generate circular mail loops.

2.3) You may not use e-Kit email services for any of the following:

2.3.4) To send messages or communications, which are unsolicited, offensive, abusive, indecent or obscene.

2.3.5) To send messages causing annoyance, inconvenience or anxiety to another user of the Internet.

2.3.6) To send messages for the purpose of Fraud and /or with the intention of committing a criminal offence.

2.4) To prevent the sending of bulk unsolicited mail, SMTP traffic to and from a server will be blocked in the following scenarios:

2.4.1) Where we identify a server that has an open mail relay.

2.4.2) Where a significant volume of mail is sent from a domain in a defined timescale.

2.4.3) Where we have received significant volumes of complaints concerning unsolicited mail originating from a e-Kit hosted domain.

2.5) To prevent e-Kit' IP Addresses being blocked by IP Address blocking, a domain held on e-Kit servers may be disabled:

2.5.1) Where we have received significant volumes of complaints concerning unsolicited mail originating from or unsolicited email being sent to promote sites being hosted on a e-Kit server.

3) Dedicated servers

3.1) All dedicated server customers are responsible for the activities and security of their server. Servers will be disconnected from the network in the following scenarios:

3.1.1) Any server that attempts network scans or other possible hacking activities.

3.1.2) e-Kit believe a server has been compromised.

3.1.3) Where there is a sudden increase in a server's use of network capacity, which impacts other servers on the same network.

4) Broadband

4.1) All Broadband customers are solely responsible for the use of their connection. Services will be suspended or cancelled as appropriate where:

4.1.1) A customer uses their connection to attempt network scans or any other possible hacking activities.

4.1.2) A customer uses their connection to send bulk, unsolicited or offensive email as defined in section 2 of this policy.

4.1.3) A customer uses their connection to commit any offence or illegal activity under UK Law.

5) General

5.1) e-Kit are committed to assisting, and cooperating with, all law enforcement and government agencies in helping to reduce Internet Crime.

5.2) e-Kit will suspend access to an account which:

5.2.1) Contains invalid or fraudulent details.

5.2.2) Initiates a payment card chargeback.

5.3) If e-Kit disables a site or server, we will:

5.3.1) Send an e-mail to the account administrator, informing them of the suspension - please ensure you use an email address that will be unaffected by any suspensions, to ensure that you are immediately made aware of any changes in your account status. Keep e-Kit up to date with all other communication details.

5.3.2) Provide follow up correspondence during office hours from our Misuse Department, detailing the reasons for the suspension and what actions, if any, the administrator should take to rectify the situation.

5.3.3) Work with you to suggest a resolution to the issue at hand and arrange for the restoration of services in the shortest timescale possible once an agreement has been reached.

5.3.4) Not re-enable any domain or server that has a history of similar misuse.

5.4) For less serious cases, such as email problems, the Misuse department will contact you during office hours and inform you of any changes made to your account and the reasons for those changes.

5.5) If an action is taken against a site or server, you should communicate directly with us within office hours.

5.6) Restoration of any and all services suspended during a Misuse Investigation will be considered on a case-by-case basis.

Please note: by signing up for any of our services you agree to be bound by all e-Kit terms and conditions.