

Terms & Conditions

Hosting and VPS Services



This is an agreement between DigitalGangsta.co.uk and the business or individual identified on this agreement. The client/individual listed below is subject to the following terms and conditions.

Definitions

Unless otherwise stated, the following definitions apply to this document: "we," "us" and "our" are references to DigitalGangsta.co.uk;

"you," "your" and "client" are references to the person paying for services from DigitalGangsta.co.uk having entered into this agreement;

"services" are web hosting, domain name registration, reseller rights, outsourced support, email and other services or facilities provided by us to you;

"web server" is the computer equipment operated by us in connection to the services provided;

"order" means a request made by the client to us for services to be supplied subject to these terms and conditions;

"charges" are the charges payable by the client for the provision of services

Account Cancellation

We reserve the right to refuse, cancel or reject any order made by the client.

Spam / Unsolicited Mass E-mail

The sending of unsolicited commercial email (SPAM) through our web servers promoting any web site, or via third party web servers promoting a web site hosted by us, can result in the suspension or termination of the client's web hosting account, without refund. Mailing lists may be operated as long as individuals choose to subscribe to receive mailings via clear 'double opt in' methods and a strict removal procedure is published in all mailings. 'Safe lists' and other advertising related mailing lists may not be operated. Any complaints received are taken seriously and will be investigated.

Account Use

Under no circumstances must our web servers be used for the hosting or communication of, reference to or linking to any of the following:

- nudity, pornography, anything of a sexual, lewd, or obscene nature;
- violations of any copyright or any other right of any third party;
- threatening, abusive, harassing, defamatory statements;
- promotion of illegal activities (hacking, cracking, etc);
- information or software containing or about any kind of virus;
- hate speech or hate propaganda;
- the collection of personal information for illegal purposes;
- content deemed by us at our sole discretion to be harmful to us;

Banned Scripts

We do not allow the use of the following scripts on our web servers:

- UltimateBBS
- IkonBoard
- All versions of YABB forum
- Proxy scripts
- IRC scripts
- Anonymizer
- phpShell and similar command execution scripts
- Webmail module of PHP-Nuke
- Form Mail

Resellers

In the event that a resold account is in breach of our terms and conditions, we reserve the right to suspend this account without informing the reseller. The end user will not be contacted by us and every effort will be made to inform the reseller (our client) of our actions and reasons.

Payment Schedules

The client agrees to supply appropriate payment for the services received from us in advance of the time period during which such services are provided.

Invoices

All invoice notifications will be sent via email. Clients are required to pay their invoice in advance at the beginning of each payment term using paypal.

Suspension

We reserve the right to suspend any account after 5 working days have passed without due payment being received. Any added time for payment will be at our sole discretion.

Currencies

All invoices and payments are processed in GB Pound Sterling (£) and conversions will be made by the credit card company of the client. Prices shown in any other currencies DigitalGangsta.co.uk or other promotional material are to be treated as a guide only and may be inaccurate due to changes in the exchange rates. All clients are advised to check amounts using accurate recent exchange rates before ordering.

Data Backup

Full backups are made by us each day. However, no guarantees are made of any kind as to the integrity of these backups. All clients are strongly advised to regularly save their own backup data.

CPU and Memory

All accounts are monitored for their use of server resources. If any account is using a high amount of server resources we will contact the client to discuss the issue with them. In serious cases where an account is using a considerably large amount of system resources (memory, CPU, etc.) the account may be suspended or script disabled without notice to maintain the smooth running of the web server.

Data Transfer and Web Space Allocations

Clients can request a package upgrade or temporary resource increase at any time. It is the sole responsibility of the client to contact us in advance of requiring extra resources to prevent account suspension. In some cases, accounts are automatically suspended when their resource limits have been reached and manual unsuspension is required by us to reactivate the account.

Contact Information

The client is responsible for keeping their contact details up to date and inform us of any changes. We cannot be held responsible for communication mix-up's as a direct result of the client's failure to update their details.

Sensitive Data

Clients are responsible for keeping their usernames, passwords and other sensitive data safe. If a breach is suspected, the client is required to request a change of login details by contacting our support staff.

Breach of Terms and Conditions

If a breach of these terms and conditions is found we will, at our sole discretion, determine whether it is a serious or minor breach. If a serious breach of these terms and conditions is found we reserve the right to suspend the account(s) of the client in question or disable any part of the account before contacting them. We will however make an attempt to contact the client prior to suspension in the event of a minor breach using the email address we have on record for your account. If no reply is received within 3 days we will escalate the status of the breach to a serious breach and may suspend the account(s).

Reseller Breach of Terms and Conditions

In the event that a resold account is the subject of the breach we will make every effort to contact the reseller before taking action. In serious cases we may have to suspend or disable part of the account before contacting the reseller.

Indemnification

We are not responsible for any claimed damages, which may result from our web servers going offline, or being unavailable for any reason. This includes damages which may result from the corruption or deletion of data. The client agrees to indemnify, defend and hold DigitalGangsta.co.uk harmless from any incidental, indirect, direct, special, exemplary, punitive or consequential damages whatsoever, for loss of business profits, business interruption, loss of business information, or any other monetary loss arising out of the use of or inability to use our services, or the provision of or failure to provide services.

Violations

We will be the sole arbiters as to what constitutes a violation of these terms and conditions. The failure by a client to meet or follow any of the above terms and conditions is grounds for account suspension or deactivation.

Modification

We reserve the right to add, delete, or modify these terms and conditions, our hosting packages, prices and web site at any time with notice provided via our web site and announcements in our forum and/or client control panel(s). All clients are encouraged to review this document on a regular basis to ensure they are aware of any changes.