

## Billing

By the Account Activation Date of each month, we shall deliver, via e-mail or post, an invoice in accordance with the applicable Service Fees for services to be rendered in the forthcoming month. When an invoice is delivered to the client, payment shall be remitted to us by no later than the specified payment due date. We shall be entitled to immediately terminate this agreement for client's failure to make timely payments. You will be provided with an invoice on a monthly basis. We do not record or store customer credit/debit card data, but you are able to set up recurring billing through our payment partners to allow us to take payment for invoices as they become due. It is your responsibility to ensure that you have sufficient funds to cover any transactions. Failure to make payment will result in overdue notices being submitted to you and will be given 3 days before account suspension. Accounts suspended for non-payment are liable for termination without notice. (Typically, 30 days after suspension)

Please note that we accept payment by credit/debit card or PayPal only. Other payment methods such as bank transfer or cheque are not accepted as a method of payment.

## Server Abuse

Any attempt to undermine or cause harm to a server or customer of DCT Host is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

## Refusal of Service

We reserve the right to refuse, cancel or suspend service, at any point, at our sole discretion. In the instance of a refusal of service, any amount already paid will be refunded and a notification will be sent explaining the refusal. In the instance of a service cancellation or service suspension, whilst DCT Host are not required to refund any amount of money, a reason and partial refund may often be issued dependent on the cancellation reason.

## Money back guarantee & refund policy

We offer a 7, 14 and 30 day money back guarantee (Respectively VPS Hosting, Reseller Hosting, Webhosting). If you have agreed and paid for an annual Service,

we shall not be obliged to refund any pro rated payments if you cancel during the annual term.

Within our 30 day refund guarantee, you are eligible to request a refund on your service and an appropriate refund will be assessed based on the product usage and reason for termination. This refund will only be granted if an appropriate reason is given and if the problem(s) occurring is one our support team is unable to resolve. If your refund request is granted, you will have 24(twenty-four) hours to remove your files from our servers. After this time, the service will be terminated.

## Cancellation Policy

If you no longer wish to continue with your hosting, please submit a cancellation at least 7 days before your services are due to be renewed. Your account will only be deemed as terminated once all outstanding balances have been paid in full. Domains will only be considered for transfer once all balances have been settled. The customer acknowledges that, termination of the agreement for any reason will result in us ceasing to provide the applicable services, with the consequences that flow from such cessation, including (but not limited to), deletion of data e.g. hosting account(s) and mailboxes.

## Data Backups

We take backups of all data related to shared hosting plans. However, it is your responsibility to ensure that your own data is backed-up regularly to your own computer or another service via appropriate methods. We will not be held responsible or liable for any data that cannot be retrieved in the event of deletion, failed software installations, account termination, hardware failures, staff or user error and other events which may cause data loss.

Bandwidth/Disk Space Usage

## Unmetered Services

We operate an 'unlimited'/'unmetered' service, meaning we do not actively limit your account on disk space or bandwidth. However, this is subject to fair use and any customer using an amount of monthly bandwidth or disk space deemed excessive in comparison to the average usage by other customers on our platform may, at our discretion, be advised to upgrade to a bespoke solution and billed accordingly.

We provision very large disks for our shared platforms, but no physical or virtual server can have an "unlimited" disk size due to limitations in both hardware and software. We will not let this hinder your usage, but it will mean that if you are

operating a large account we may require that your account is moved to a server where it can be more easily accommodated without affecting other customers, or that your account is split over several shared servers. We would not charge for package transfers (other than the cost of the package itself) and would always provide the information and tools necessary for you to operate your service. We reserve the right to do this at our discretion. However, refusal to co-operate with an account move request will result in account suspension and/or termination as we must always ultimately ensure platform stability and service delivery.

## Spam Policy

Using our services for spamming is disallowed. This includes using our services to send out unsolicited e-mail and bulk emails. The selling of email lists will also be treated as spam. Any user found sending out spam may have their account terminated without notice. Any accounts taking actions which result in our IP being blacklisted will be immediately suspended or terminated with or without notice. We reserve the right to change or disable certain components of your hosting that does not comply with our policies. If your actions result in DCT Host having its IP blacklisted, your account will be charged for blacklist removal. This fee is at our discretion.

## Migration Assistance

If you are moving to us from another cPanel provider, we can assist with the migration by restoring any cPanel backups you upload to us via FTP. It is your responsibility to supply these backups. We will not log in to your old provider's platform and perform the backups on your behalf. Any migrations from non-cPanel providers will not be performed by us and must be done by you.

## Customer Support

All support requests must be raised through the available support avenues we have available. These include but are not limited to ticket support & email support. This helps us deal with your query more effectively and provides a clear history of all correspondence. We will never undertake any security related actions, or any actions that we deem destructive, on your behalf unless strictly instructed to do so via a ticket. Any requests through other support channels will be referred to our ticket support. This is to ensure ultimate account security and integrity.

Please note that we provide support to our direct customers only. We will not provide support via any means to your resold clients or any third-party not holding a direct account with us under any circumstances. It is your responsibility to cater for the

support needs of your customers. In the event there is a hosting-related issue that you are unable to resolve, you are required to communicate this to us in detail via a support ticket and we will investigate and respond to you accordingly so you can inform your customer.

## Indemnification

You agree to indemnify, defend and hold DCT Host and its affiliates, directors, officers, employees and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, dispute or demand related to your use of the Services, your violation of any of the provisions of this Agreement or from your placement or transmission of any materials or content onto DCT Host servers. Such liabilities may include, but are not limited to, those arising from the following: (a) with respect to your business, (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the acceptable uses described herein or anti-spam policy; (b) any damage or destruction to DCT Host equipment or to any other account holder, which damage is caused by or otherwise results from acts or omissions by you, your representative(s) or your designees; (c) any personal injury or property damage arising out of your activities related to the Services, unless such injury or property damage is caused solely by DCT Host gross negligence or willful misconduct; and (d) any other damage arising from your equipment or your business.

Violations of these policies should be referred to [support@dct.host](mailto:support@dct.host). All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

## Respect For Our Services & Defamation Of The DCT Host Brand

Offensive comments or threats aimed at DCT Host employees and/or representatives may result in your services being cancelled and, in some extreme cases, the authorities being notified of your comments. Whilst we appreciate constructive criticism, any public libel or slander against DCT Host may result in your account being suspended. Actively promoting the misuse or lack of use of our service may result in your account being suspended. Initiating a chargeback against DCT Host may result in your account being suspended.

**NOTICE:** If you sign up for an account and fail to comply with these terms, no

refunds will be given. We will where possible and applicable, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

## Server Uptime Guarantee

Unfortunately, we are unable to guarantee 100% uptime on our products. We strive to have a high amount of uptime, however any outages will result in an explanation from us, and our promise that we'll work hard to ensure you're back online soon. DCT Host takes no responsibility for any downtime caused by the client themselves, however in most cases we will work with you to get your site back online.

Please note that from time to time, it will be necessary for us to perform essential maintenance or upgrades to our infrastructure. In the event of such planned maintenance, we will provide advance notice so you can make necessary arrangements to contact your customers or suspend any service monitoring you may have in place for the period of the planned outage. Where possible, such upgrades will be carried out overnight in the UK to minimise impact on customers. Downtime incurred as a result of planned and notified maintenance will not be included in our downtime statistics. Any emergency maintenance that results in downtime without prior notification will result in a reimbursement which will be calculated in accordance with the downtime, with a cap of 48 hours downtime.

## Complaints

We like to think we get it right all the time, every time but the truth of it is everyone gets it wrong from time to time. We can only improve on our services with valid feedback from you, our customers. If you wish to make a complaint about a service you have received, please submit an email to us at [support@dct.host](mailto:support@dct.host), including as much detail from the issue you have. We will acknowledge your complaint within 1 business day and aim to resolve any issues within 5 business days.

## Affiliation

Our affiliate programme is handled at our sole discretion. The affiliate programme does not provide any form of employment or work for you. By participating within the affiliate programme, you agree that you are in no way representing the DCT Host or Dotcom Technologies LTD brand, nor any of it's related assets and individuals. Affiliation payments will be deposited into your DCT Host affiliation credit at least 30 days after the initial order of the affiliate. If any refund has been granted within this time, no affiliation payment will be paid out for the aforementioned refunded payment. An affiliates credit must be exceeding \$15.00(fifteen dollars) or currency

equivalent before being eligible for pay-out. Pay-out is at DCT Host's sole discretion. Pay-outs will be sent using PayPal, to a PayPal account of the affiliate's choice.

## Disclaimer

DCT Host shall not be responsible for any damages your business or organization may suffer. DCT Host makes no warranties of any kind, express or implied, for services we provide. DCT Host disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by DCT Host and its employees.

## Notification of Changes

We reserve the right to change these conditions from time to time as it sees fit and your continued use of the site and our hosting services will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made via relevant channels. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or subscribing for any of our services indicates your understanding, agreement to and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

## SLA

By ordering our services, you agree to adhere to our Service Level Agreement.