

Macximum Hosting Terms and Conditions

Terms and Conditions which apply to customers we provide hosting for:

Our terms are simple practical measures to ensure we can offer a smooth service.

A. Definitions

“Macximum”, “we”, “Us”, “our” means Tim Stollery/TA “Macximum”

“Customer”, “you”, “your” means you, the person or persons in whose name(s) a service is maintained by Macximum.

“Service” means any service Macximum offers.

B. Termination of Service and Warranty

1. Macximum reserves the right to block access to or terminate any service at any time, at our discretion.

Whilst we have no intention of ever blocking access to a service, this may become necessary if payment is not received in a timely manner, our Acceptable Use Policy is breached, or a machine becomes the cause or target of any network attack.

2. Macximum explicitly offers no warranty for any service, or guarantee that it is fit for a particular purpose.

Whilst we offer no warranty, we do absolutely everything in our power to keep the service operating correctly and reliably. We will notify our customers of any scheduled maintenance in advance by email, and we will endeavour to keep down time for customers' services to an absolute minimum.

3. Macximum reserves the right to vary these terms and conditions without notice. However we will make every endeavour to give 30 days notice in the event of a change.

C. Payment and Cancellation

1. Payment will be expected by the due date shown on the invoice, unless otherwise agreed by Us in writing in advance.

If no payment is received by the date it is due, we will contact the customer in writing by email to request immediate payment.

If payment has still not been received after the date the payment was due, we will, at our discretion, block access to all services to which the customer has a subscription.

2. It is the customer's responsibility to notify Macximum of any changes in current contact and payment details.

3. Hosting fees are payable annually in advance with a minimum term of twelve months

4. Domain registration fees are payable before the registration of the domain name.

Unless requested, we will automatically renew domain names.

5. Excess Bandwidth will be charged automatically. However, we will endeavour to inform you before you reach your limit.

The customer is responsible for monitoring and controlling bandwidth.

6. Payment terms for any other service or product will be agreed in writing before purchase.

7. All fees paid for are non-refundable, except in rare disputes where we may agree to refund unused fees on a pro-rata basis.

8. Services can be cancelled at any time, subject to minimum terms and unless otherwise specified.

D. Acceptable Use Policy (AUP)

1. The customer may not use, or permit use of any service for any purposes which contravenes the laws of the United Kingdom.

2. The customer may not offer for download, either publicly or privately, any of the following types of content through any service:

1. pornography;

2. warez (i.e. illegally copied software);

3. copyright content in any format, including but not limited to media files (MP3s, WAVs, WMVs, MOVs etc.),

for which the customer does not own the copyright, or does not have the copyright holder's permission.

3. The customer may not use, or permit use of any service for network abuse: the bulk sending of any kind of unsolicited network traffic, including but not limited to email, ICQ/AIM/MSN messages or newsgroup postings.

4. The customer may not use any service for the hosting or promotion of any software or services designed for network abuse.

5. The customer is entirely responsible for any activity conducted on any service, and must take steps to ensure that anyone to whom access is granted will not breach this AUP in turn.

6. The customer agrees by subscribing to a service, that the customer will fully indemnify us against any reasonable and fully mitigated claims for loss or damage by any third party in respect of activities conducted on any service under the customer's control.

7. The customer acknowledges that their use of their hosting service may affect other users, and agrees to terminate, at Macximum's request, any activities which we deem to be degrading to the service that Macximum provides its other customers. (This will not include reasonable use, within the conditions of your particular service, but covers things such as 'run-away processes')

E. Reporting

If requested, we will provide access to website statistics, which will allow you to view summary figures for traffic to your site.

F. Backups

Backups of your services are not made unless requested and will incur an additional cost. Details are available upon request.