



[www.TinyHosting.net](http://www.TinyHosting.net)  
0203 142 6019

## TinyHosting Limited

### Terms of Service

Revision date: 03/02/2016

This legally binding contract (the "Agreement") is by and between TinyHosting Limited ("TinyHosting"), and you and your assigns, employees, agents or contractors ("You", "Your", the "Customer") and is effective as of the date you purchase hosting services from TinyHosting.

This Agreement sets forth the terms and conditions of Your use of TinyHosting Limited services (collectively, the "Services") and represents the entire agreement between You and TinyHosting relating to the Services.

By purchasing the Services, You acknowledge and agree that You have read, understand, acknowledge and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies that TinyHosting Limited may establish and post on its website from time to time.

All services provided by TinyHosting Ltd ("TinyHosting Ltd") may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United Kingdom law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless TinyHosting Ltd from any claims resulting from the use of service, which damages the subscriber or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to TinyHosting Ltd' servers, or any other server on the Internet. Links to such materials are also prohibited.

### **Examples of unacceptable content or links:**

Pirated Software  
Hacker Programs  
Warez sites

NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY, WITHOUT NOTICE, AND A £50 CANCELLATION FEE WILL APPLY. ADDITIONALLY, TinyHosting Ltd WILL NOTIFY THE PROPER AUTHORITIES OF YOUR ACTIONS.

### **Viruses on TinyHosting Servers**

TinyHosting Limited scans all files uploaded to its server(s) including via FTP, cPanel and other methods. Scans take place at regular intervals during the day. Any files found to be infected will be removed from our servers. TinyHosting may charge customers £5 per an infected file found on its server(s).

### **Traffic Usage**

All account plans come with a predetermined amount of traffic allowance. It is your responsibility to monitor your usage. You will not receive automated emails however your account will be suspended by our automated systems if you go over your allowance. My TinyHosting provides updates every 4 hours and your Web Hosting Panel provides live updates to show your bandwidth usage.

### **Cron Jobs**

TinyHosting permits cron job, On our Cloud Hosting Cron Jobs may be run every 15 minutes. Cron Jobs may be run at earlier intervals however permission must be given first.

## **Adult Content**

TinyHosting permits Adult Orientated websites and content to be stored on its servers. However all content must be legal and permission must be granted first. Where permission is granted your website will be monitored to ensure you are meeting our guidelines and UK/EU laws.

## **IRC**

We currently do not allow IRC or IRC bots to be operated on our servers.

## **Shoutcast**

Shoutcast is only permitted with shoutcast accounts. Customers shall be assigned with a bitrate limit and client listen limit. You must not exceed the bitrate limit. By doing so your account will be suspended and you will be charged £2 to reactivate. Should you offend again the charge will be £4. If you offend again the charge will be £6. If you offend again your account will be terminated without refund. Should you require extra listener slots you should contact us before hand.

## **Shoutcast License**

In order to broadcast through Shoutcast you must obtain the appropriate license to broadcast music. You can find out more at <http://tnyh.pw/WcyN> Licenses start from £206.31 (2016 Price) Plus VAT. It is your responsibility to ensure you are legal. TinyHosting Limited does not conduct checks however we will work with any authorities should it come to our attention that you are broadcasting illegally. We will also cooperate with any requests from any authorities including the Police.

## **Server Abuse**

Any attempt to undermine or cause harm to a server or customer of TinyHosting Ltd 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. Any server abuse is subject to a £15 administration charge.

## **Reselling of Services**

Reselling any of TinyHosting Limited s services it strictly prohibited. Clients may use TinyHosting VPS to set up a Web Hosting Company however clients must abide by our Terms.

## **Refusal of Service**

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

All sub-networks, distributive hosting sites and dedicated servers of TinyHosting Ltd must adhere to our policies, with the exception of system resources in respect to dedicated servers.

## **Billing**

By the Account Activation Date of each month, TinyHosting Ltd shall:

Deliver, by e-mail, an invoice in accordance with the applicable Service Fees for services rendered for the current month. When an invoice is delivered to the client, payment shall be remitted to TinyHosting Ltd by no later than the specified payment due date. TinyHosting Ltd 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. It is the client's responsibility to ensure that payment is made. In the event that payment is not made within 7 days on the due date then, the account, and all accounts under that account plan, will be suspended. There will be a charge for failing to pay of £5 the day after the due date.

## **Value Added Tax**

VAT is charged on all our products/services where VAT is applicable. All invoices will include a VAT breakdown where VAT is payable. All of our prices are inclusive of VAT unless otherwise stated. TinyHosting Limited is unable to exclude VAT from businesses who are VAT registered and will therefore need to re-claim VAT back directly from HMRC.

## **Free Domain Names**

Free Domain Names issued by TinyHosting as part of your Hosting or a Package Deal will remain the property of TinyHosting Limited. A charge of £20 is payable if you wish to take over the ownership and transfer to another provider.

## **Free USB Stick**

The free 8GB USB Stick is free to customers who pay yearly buying Platinum Web Hosting either Cloud or Shared. The USB Stick will be posted by 2nd class post within 60 days of the account being set up and paid for. This offer is subject to stock availability and is not guaranteed.

## **Package Deals**

Package Deals are deals that offer significant discount. Where a domain name is included TinyHosting Limited and not the customer will own this domain name. Should the customer wish to purchase the domain the package deal will become invalid and a fee of £20 is payable. This fee is only payable during the first year (for .com .net and .org domains) or two years (for .co.uk and .org.uk domains).

## **Service Fees**

Certain services carry a setup fee charged by TinyHosting Ltd to client, which must be paid by client in order to have use of said services. If client terminates this agreement, client shall be responsible for any and all outstanding fees

owed to TinyHosting Ltd and agrees to pay any and all fees incurred by client. Because the services are provided on a monthly basis, the client will be responsible for service fees incurred each month, regardless of when client provides notice of termination. Thus, for example, if the client provides notice of termination on the 15th day of a particular month, the client will be responsible for service fees for the entire month, and such fees will not be pro-rated or refunded.

### **Money back guarantee & refund policy**

We do not generally refund cancelled contracts. For example, if your contract is quarterly and you request a refund after two months, no refunds will be admitted. No refunds are issued for setup charges, add-on charges, domain-registrations, add-on purchases, SSL certificates or overage charges. In case of AUP violations, any and all refunds are forfeit.

### **Account Deactivations**

Any account deactivated due to non-payment will require a reactivation fee of £5 prior to reactivation. Add-Ons are charged at 25% of the cost of the add-on.

### **Cancellation Refunds**

We DO NOT refund partial monthly fees to accounts. We require 5 days notice for a cancellation.

### **Non Payment**

Customers who fail to pay by the end of the day on their billing period will have a late fee applied and account suspended within 7 days. Any discounts on the account become void if any payment is late. After 28 days the account will be terminated and all data will be destroyed. Customers who decide to come back to TinyHosting Limited shall be liable for the full outstanding balance including any fees. If a customer wishes to re-join any previous offers and price plans will become voided and the customer will be liable to pay the full price.

### **Promotions**

New and current customers are subjected to but not limited to the following promotional terms:

- Only one voucher can be used per transaction.
- Discount vouchers are restricted to one per customer per order.
- Vouchers can only be used during the order process and cannot be applied after an order has been made.
- Vouches can only be redeemed against the purchase specified.

Special terms may apply to specific voucher codes. Please check before using.

### **Direct Debit**

TinyHosting Ltd accepts payments by PayPal and by Direct Debit. GoCardless.com processes direct Debit transactions. Payments take 3-5 days to process from the initial submission. Once customers pay by Direct Debit invoices will not be marked as paid until the payment has cleared. Any customer who recalls a Direct Debit payment will be subject to a £10 charge. We recommend customers pay the first payment by Credit/Debit Card and make initial payments by Direct Debit. Customers who wish to set up a payment plan by Direct Debit may do so by contacting TinyHosting Limited via our Billing Department. We will then arrange for a plan to be put into place. Payments will be collected 7 days before the due date to allow for weekends and clearance.

### **Credit/Debit Card**

TinyHosting Ltd accepts Payments via Credit or Debit Card. There is no fee for paying this way. TinyHosting Limited may collect any outstanding invoices from the date it is generated to the date it is over due. By signing up to payments by Credit/Debit card you authorise TinyHosting Limited to process payments. Payments may be cancelled and refunded subject to a £5 administration fee, which may be waived in exceptional circumstances. Any customer who recalls a transaction will be subject to a £50 charge.

### **Bank Transfer**

TinyHosting Ltd accepts payments via Bank Transfer in Great British Pounds. Payments usually clear between 5 minutes and 24 hours. There is no fee for this however customers should be advised of processing times and be aware that invoices won't be marked as paid until the transfer has cleared into TinyHosting Ltd's Bank Account.

### **Barclays Pingit**

TinyHosting Ltd accepts payments via Barclays Pingit in Great British Pounds. You can pay by Barclays Pingit by requesting our code or by searching for us inside the app. There is no fee for this. Invoices will be marked as paid once Barclays have confirmed the transaction to TinyHosting Ltd.

### **Cheque/Postal Order**

TinyHosting Ltd accepts payments via Cheque/Postal Order for Yearly Payments (excluding domains). TinyHosting Ltd will accept a cheque/postal order for monthly payments (excluding domains) however a £2 fee is payable. Uncrossed Postal Orders do not need to pay this fee however we recommend Postal Orders being crossed for security reasons. Cheques/Postal Orders need to be made payable to TINYHOSTING LIMITED. Although we recommend Postal Orders being crossed this is for security reasons, not to get extra money from you. If you wish to send us an uncrossed Postal Order we advise sending it by Royal Mail Signed For. Our bank charges the fee we charge for processing

Cheques and Postal Orders.

### **Recurring Payments**

Customers are responsible for ensuring payments are made to TinyHosting Limited on time. Customers may set up a recurring payment via PayPal, Known as a PayPal Subscription. On the date your invoice is generated your payment will be sent to TinyHosting Limited. Customers may also pay by Credit/Debit card to set up a recurring payment. Simply pay your invoice and add the card to My TinyHosting. TinyHosting Limited will then try to take payments up to 15 days before the due date. (15 days is when your invoice is sent out). We will try to process the payment up to and on the day it is due. You however agree for us to take payment after its due date if the payment has previously failed. Please be aware you will be subject to a late payment fee.

### **Chargebacks**

Where a customer recalls a transaction, known as a Chargeback we reserve the right to apply a £50 administration fee. This fee is £10 for customers paying via DirectDebit.

### **Financial Difficulty**

Should a customer come into financial difficulty then TinyHosting Ltd may be able to help. Providing we are contacted 7 days before your invoice due date and your circumstances are explained we may be able to continue providing our services without charge or with charge on the next invoice date.

### **Refusal of Service**

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

### **Backups**

TinyHosting Limited provides daily backups of which are taken every 24 hours around 5am. Backups are stored for 7 days before being deleted. Customers may request a backup to be restored. There is no charge however a fee of £5 is payable if you ask for regular backups to be restored.

### **Transfers**

TinyHosting Limited offers free transfer from other hosting providers to its Hosting using an automated transfer. Sometimes however we may have to conduct a manual transfer. TinyHosting will not take responsibility for any loss or damage caused to data during a transfer. Should a customer wish to cancel their account within 30 days a transfer fee of no less than £20 will be payable.

### **Limitation of Liability**

TinyHosting Ltd shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from TinyHosting Ltd 'servers going off-line or being unavailable for any reason whatsoever.

Furthermore, TinyHosting Ltd shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of TinyHosting Ltd 'servers. All damages shall be limited to the immediate termination of service.

### **Violations**

Violations of this policy should be referred to support@tinyhosting.net. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

### **Disclaimer**

TinyHosting Ltd cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits, which a client would have gained if their site were functioning. Certain services provided by TinyHosting Ltd are resold. Thus, certain equipment, routing, software and programming used by TinyHosting Ltd are not directly owned or written by TinyHosting Ltd. Moreover, TinyHosting Ltd holds no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as TinyHosting Ltd sees fit.

### **Account Activation**

By activating your account with TinyHosting Ltd, you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer, and a copy of your acceptance is forwarded along with your activation request to be maintained with your account information.

### **Server Uptime Guarantee**

TinyHosting Ltd guarantees 99% service (http, ftp, pop, imap, smtp) uptime on all hosting plans. We use a third party company called Uptime Doctor to provide our checks of which you can check yourself. We do not offer credit for any unplanned downtime. However we will investigate any issues seriously in order to prevent problems from happening again in the future. Please note this guarantee excludes planned maintenance. We publish our uptime details at <http://www.tinyhostingstatus.net>

### **Special Offers**

From time to time TinyHosting Ltd may offer special offers via it's website, Facebook or Twitter pages. These offers are subject to availability and may be withdrawn at any given time. Should a client purchase a special offer on a part payment bases then the full payment must be made within 28 days or the special offer will become invalid. Clients should contact TinyHosting Ltd if you are unsure.



## **Account Termination**

Any customer who wishes to cancel their hosting or account can do so via My TinyHosting. Your request will be processed within 24 hours however it can be quicker. If you change your mind you must notify us immediately. You have until 11pm on the day your account was terminated to change your mind. After which there will be a £5 charge to restore your account (if we have a backup or you have a backup we can use to restore your account).

## **Country Restrictions**

TinyHosting Limited prohibits the purchase of its services from some countries. Reasons behind this will not be discussed. If you live in a country listed you cannot purchase our products/services. However if you have an address in a country not prohibited you may purchase our products/services. The countries include:

- Austria
- Belgium
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Ireland (Southern)
- Italy
- Latvia
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden

**NOTICE:** If you sign up for an account and fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

TinyHosting Ltd reserves the right to amend any or all of the above policies, guidelines and disclaimer without notification. We also retain the right to increase any pricing and make changes to our account plans without notification.