

The details that follow form the basis of the the terms which are inherently applied to any hosting service contracted between Redwax Cloud Hosting.

Content

Any service provided by Redwax Cloud Hosting may be used solely for lawful purposes. Use of any system within the Redwax Cloud Hosting network for the storage, transmission, display or presentation of any content, data or material which in any way violates a law of any country is prohibited. Such materials may include but not be limited to copyrighted material, those which may be threatening or obscene, any "adult only" content or any material whatsoever that attempt to pass off somebody else's work. Anyone purchasing services from Redwax Cloud Hosting agrees to indemnify, hold harmless from any claims, and take full legal responsibility for any materials which breach these conditions when those materials are in any way associated with their hosting account, regardless of who committed the act.

Fair Usage

All customers of shared platforms which includes web hosting and reseller hosting customers are to use the service with respect for other users. Redwax Cloud Hosting will in no way tolerate persistent recourse hogs and the accounts of the offenders will be immediately suspended entirely at the discretion of Redwax Cloud Hosting.

Spam

Use of the Redwax Cloud Hosting Platform for the sending of mass-unsolicited email is strictly forbidden. Any breach of this condition will result in an immediate suspension of all of the offenders services.

Domain Names, Expiry & Redemption

Under absolutely no circumstances does Redwax Cloud Hosting accept any liability for the expiry or loss of any domain name.

Redwax Cloud Hosting will endeavour to notify the client when the domain is due for renewal. It remains the responsibility of the client to ensure that they are capable of receiving this notification.

A request by the client for domain registration and our acceptance to submit this to the naming authority on behalf of the client does not constitute a guarantee the name will be issued by the authority and that registration will be granted by the naming authority to the client. In such a case, any money charged by us to the client will be refunded to the client.

A lapsed domain may be renewable up to 30 days following the renewal date after which time, the domain is no longer renewable and the domain will be lost, unless the client pays \$280 (USD), representing the charge levied by the registrar.

Cancellation

Any cancellation requests must be made via the support ticket system on the Redwax Cloud Hosting website. Cancellations must be received 5 days before the commencement of the next billing cycle to ensure the next charge does not occur.

A simple cessation of use on the part of the client does not constitute a cancellation.

Payment

No service will be commenced until the first payment has been received in full by Redwax Cloud Hosting from the client.

Payments for the service become due on the agreed payment anniversary (monthly, quarterly, annually or biannually). In every case, responsibility for this payment arriving with Redwax Cloud Hosting remains solely that of the client.

Accounts may be suspended when subsequent payments fail or when any payment is reversed. Redwax Cloud Hosting reserves the right to charge a £20 administration fee for re-instating any account.

Web hosting services for which payments remain unsettled after a period of 30 days from the payment due date will be terminated and any content contained within the account permanently removed from our servers and the client will bear full responsibility for this. At the discretion of Redwax Cloud Hosting, accounts may be recovered from backups in this event for a charge of £185.

Email hosting, Office 365, Cloud Backup and other services for which payments remain unsettled after a period of 7 days from the payment due date will be terminated and any content contained within the account permanently removed from our servers and the client will bear full responsibility for this. In these instances there will be no recovery from backups.

In all instances, invoices issued by Redwax Ltd that are found to be outstanding will result in the immediate suspension of all services, until the Clients account is in order.

Any invoice that becomes due for payment will be emailed to the client in PDF form only.

To this end, it is essential that the client maintains accurate email contact details on the Redwax Cloud Hosting portal.

Refunds & Disputes

Payments to Redwax Cloud Hosting are entirely non-refundable.

Redwax Cloud Hosting may on occasion offer trial periods or a period within which the client can claim a refund as a "money back guarantee"

Any refunds which fall outside of the above circumstances are at the discretion of the management.

Abuse

Any attempts to in any way bring harm to a Redwax Cloud Hosting employee, system or their reputation will result in an immediate cessation of all of the offenders services.

Any client found to have paid for services fraudulently will have their services cancelled with immediate effect and their details passed to relevant law enforcement agencies.

Support

All support provided by Redwax Cloud Hosting is provided via support tickets on the Redwax Cloud Hosting web site. Support propvided via any other medium is provided on an entirely discretionary basis.

The support offered will only ever relate to the services purchased and not the software, scripts or systems the client uploads, installs or runs on them. We do not provided PHP or javascript script writing assistance as a matter of course, nor do we assist with the upgrading of web scripts. We are however happy to offer this assistance as part of a separate service which will be charged at £40 / hour. Please contact us with your specific request.

Whilst we want you to get the most out of your services, we will only ever provide support at the level of ensuring the platform is functioning according the our terms and conditions. We will not access, modify, diagnose or otherwise manage the client's equipment unless otherwise agreed and stated in terms set out at the time of product purchase.

Privacy Policy & Disclosure

Redwax Cloud Hosting takes the privacy of it's customers data seriously. We endeavour to maintain the security of all systems, including those within which the clients' details are stored. This information is used internally to identify the client and manage their services effectively.

Any information held on our systems is available to the client upon request.

Redwax Cloud Hosting may also store or offer to store information on the clients computer, such as cookies in order for the client to be easily identified.

We will never disclose this or any other information relating to our dealings with the client, under any circumstances, except those noted here:

- Requests from law enforcers
- Situations that necessary to protect the interests of Redwax Cloud Hosting, entirely at our discretion
- requests arising from disputes are abuse notices from third parties.

Variation of Terms

On occasion, it may be necessary for Redwax Cloud Hosting to vary the terms of this agreement. Any changes to the actual service that is provided will be notified to the client.

It may also be necessary for the prices of the services to be amended in accordance with wider pricing pressures. Any changes of this nature will be notified 21 days before the commencement of the next billing cycle.

Indemnity

Clients of Redwax Cloud Hosting agree that they will indemnify and hold from harm Redwax Cloud Hosting (or it's representatives) against liabilities, losses, costs and claims, all demands, including legal fees asserted against Redwax Cloud Hosting, its agents, its customers, representatives, 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, it's agents, employees or assignees.

The maximum liability that Redwax Cloud Hosting accepts is the fee levied for the services provided for the current month. No liability for any consequential loss will be accepted by Redwax Cloud Hosting.

Overriding Disclaimer

Absolutely no guarantees of service are offered in the provision of the services offered. Whilst Redwax Cloud Hosting aims to maintain an up-time in the region on 99.999%, we accept absolutely no liability for not meeting this. This means that Redwax Cloud Hosting accept absolutely no liability arising out of loss of income for our Clients, business interruption or consequential loss.

Responsibility for loss or interruption of services caused by other users, other providers, third parties or by Redwax Cloud Hosting is in no way accepted by Redwax Cloud Hosting.

Catch-all Email

To maintain the quality of the service for all users, Redwax Cloud Hosting does not offer catch-all email facilities to its Web Hosting, Reseller Hosting and Hosted Exchange plans. Whilst we advise against it, customers are free to enable this on their VPS's and other dedicated services.

This method of configuring email is considered a liability in terms of spam abuse and if abused, risks affecting all users on the platform. We offer plenty of accounts and aliases for users to make sure they configure all the addresses they need. Any attempt to circumvent this will result in the immediate suspension and possible termination of the account.

Supporting Reseller's Clients

The supporting of the Reseller's Clients remains the sole responsibility of the Reseller, including collecting payments and managing accounts.

The reseller may escalate an issue if it is clearly a fault with the platform.

A referral by the Reseller of a Reseller's Client to Redwax Cloud Hosting will constitute a change of ownership of that client and Redwax Cloud Hosting will assume billing rights for that client.

Cessation of Resellers Businesses / Client Transfer

Resellers wishing to end their Reseller's agreement will have the opportunity to sell its portfolio of clients back to Redwax Cloud Hosting for an agreed fee.

This in no way affects Resellers who wish to simply switch hosts.

Backup / Restore

We perform an extensive backup schedule across all shared web and dedicated services.

- Hourly backup, with the past 24 backups kept
- Daily backup, with the past 14 days kept
- Weekly backup, with the past 4 weeks kept

We can restore your whole server, individual files, or particular directories from any of these backups. Our cloud design keeps your data safe by having it kept on two separate SANs, which are both RAID 10 protected. This gives you absolute confidence in the security of your data, with both hardware level and cloud level protection. However, this feature is provided as a discretionary benefit to clients and absolutely no guarantee or warranty is given as to the quality or availability of backups.

Office 365

We provide billing and associated support. Your service is hosted with Microsoft and we are acting as a UK agent. You are free to migrate the service to another provider at the end of the term. Subscriptions are subject to a 12 month term. Should additional services or licences be added to an existing subscription after the first billing date, these services and licences will be billed on the following billing date and include fees for the period from activation of these additional services and licences until the billing date plus advance payment for the services and licences in the following month. We reserve the right to charge termination fees on services and licences forming part of a subscription that are deleted before the end of the subscription period. The early termination fee amounts to a maximum of the number of months remaining in the subscription multiplied by the highest monthly fee paid during the subscription period. PLEASE NOTE: Currently early termination fees are not being charged on this billing method, however this may change without notice.

Additions to these Terms

Any product or service provided by Redwax Ltd. for which a specific set of terms and conditions shall augment these conditions and where a conflict exists, the conditions outlined in that product of service's specific set of terms and conditions shall override any that form part of this set of terms and conditions.

99 Day Money Back Guarantee

For the 1st web hosting or reseller hosting product you buy, you will be entitled to your money back should you change your mind within the 1st 99 days so long as you chose to pay annually. The money back money back guarantee does not include any addons or domain names. Refunds will only be made in respect of the website hosting portion of the order. Where a domain is bundled as a free addon, the 99 day money back guarantee will not apply.

Free Domain Name Offer

Where we offer a free domain name, this remains the property of Redwax Cloud Hosting until the point at which the the client begins paying for the domain (i.e. after 1 year) unless the client buys the domain from Redwax Cloud Hosting during the initial term.