

Terms of Use

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to Frindly Hosting Online Ltd, a company registered in England and Wales with company number 10306291 and its registered office at 5 Great Portland Street, First Floor, London, W1W 7LT. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Friendly Hosting Order Terms and Conditions

For Web Hosting, Shoutcast Hosting, VPS Hosting and other related services

Any references to "we", "us" and "our" refer to Friendly Hosting Online Ltd, a company registered in England and Wales with company number 10306291 and its registered office at 5 Great Portland Street, First Floor, London, W1W 7LT

All services provided by Friendly Hosting Online Ltd may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United Kingdom laws or international treaties. 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 Friendly Hosting Online 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 our 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 or archives

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 SUSPENDED IMMEDIATELY. FAILURE TO REMOVE THE OFFENDING CONTENT WILL RESULT IN YOUR ACCOUNT BEING TERMINATED - NO REFUNDS WILL APPLY. ADDITIONALLY, FRIENDLY HOSTING ONLINE LTD WILL NOTIFY THE RELEVANT AUTHORITIES OF YOUR ACTIONS.

Domains

We are a domain reseller via a 3rd party who are a Nominet Registrar and as such may provide you with a domain name via Nominet. Please be aware that by registering a .uk domain name, you are bound by Nominet's Terms and Conditions <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>

All non-UK domains are provisioned through OpenSRS / Tucows Domains. As such we cannot guarantee the availability of a particular domain, however any charges incurred in the registration of a domain which is subsequently found to be unavailable will be refunded in full.

Both UK and non-UK domains are provisioned through third-party registrars. Please note that the registrars may reject a registration if invalid information is provided at the time of order. All TLDs and ccTLDs have differing validation requirements which are also subject to change. As such we are not responsible for the validation of such data and it is your responsibility to check that a domain registration has been completed by the receipt of a 'domain registration confirmation' email. In the unlikely event a domain is rejected by the registrar, you will not receive such an email and we would need to be alerted to investigate this with the registrar directly and process the registration manually.

Domain Expiry

All domains are renewed on an annual basis, we will send out reminder emails in advance of their expiry. We will send the emails to the email address on the account, it is your responsibility to make sure the contact details are up to date. We take no responsibility if your domain renewal fails due to your contact details being incorrect. If you do not wish to renew a domain please make sure you contact us a minimum of 14 days before your domain expires by emailing us at support@friendlyhostingonline.uk or by raising a support ticket. Alternatively, you can set your domain to auto-renew, this can be managed through your client area. All domains will be billed in advance of expiry and renewed once payment is received. If you have set up an automatic payment, this will be done automatically.

If you do not renew your domain before its expiry date it will have all services we provide suspended and you will have up to 30 days (protected period) after to renew the domain name at the original renewal fee. Please see our domain checker for renewal fees. After 30 days your domain will be suspended and will go into a 60 day grace period which you can still renew your domain name but with an additional redemption fee of £80 + VAT. This must be requested by email before the 80th

day after your domain has expired, after 90 days your domain will be cancelled and deleted from the register and made available for resale through a third party registrar. We will not guarantee the renewal of a domain name.

Bandwidth/Disk Space Usage

We operate an 'unlimited' 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 doing so 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 ultimately ensure platform stability and service delivery at all times.

Bots

We do not allow bots to be operated on our shared hosting servers.

Server Abuse

Any attempt to undermine or cause harm to a server or customer of Friendly Hosting Online 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.

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 Friendly Hosting Online Ltd must adhere to the above policies, with the exception of system resources in respect to dedicated servers.

Billing

By the Account Activation Date of each month, we shall deliver, via e-mail, 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 up to three overdue notices being submitted to you before your account is suspended and/or terminated. Accounts suspended for non-payment are liable for termination without notice.

Please note that we accept payment by credit/debit card, UK Direct Debit (through our partner Go Cardless), PayPal and bank transfer, cheques are not accepted as a method of payment.

Free domain name

We cover the cost of one .uk domain name with every web hosting account on our Annual packages (not monthly, VPS or other service). The domain is free for the first year only with our Annual Hosting account and free for the life of your plan if you opt to use our premium hosting account. If you opt for a domain which is not a .uk (e.g. .biz), this is not included in the price and will be charged for separately.

Please note that any customer cancelling their account within the first 6 months of service may, at our discretion be charged for fees we may have incurred in the registration of this domain name. Any such charges will not exceed the registration costs we incur. For a full list of charges please see our domain price list.

Money back guarantee & refund policy

We offer a 7 day money back guarantee. Refunds: 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.

Please note that we reserve the right not to refund any fees incurred by us in the registration of 'free' domains we have provided as part of the account. Any fees not refunded or billed to you by us will not exceed the registration costs we incur. For a full list of charges please see our domain price list.

Cancellation and Refunds

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, we will not charge you for transferring a domain(s) away to another registrar's tag. 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.

We DO NOT refund partial monthly fees to accounts.

We do not fund fees incurred in the purchase of domain names where the grace period has expired. This is 5 days for non-UK domains and 10 days for UK domains.

Limitation of Liability

We shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from our servers going offline or being unavailable for any reason whatsoever. Furthermore, we 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 our servers; loss of service or any costs incurred due to a configuration or service issue resulting from our provided services. All damages shall be limited to the immediate termination of service.

Data Backups

We take backups of all data related to your hosting account. 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.

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. We provide a full guide on how to accomplish this and can assist if you have issues.

Customer Support

All support requests must be raised through the tickets system via our website. We can also provide support via telephone and e-mail if required but all requests must first be initiated through a support ticket. This helps us deal with your query more effectively and provides a clear history of all correspondence.

Violations

Violations of these policies should be referred to support@friendlyhostingonline.uk. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

Disclaimer

We 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 was functioning. Certain services and software provided by us are resold. Thus, certain equipment, routing, software and programming used by us are not directly owned or written by Friendly hosting Online Ltd (examples include cPanel management and WHMCS billing software). Moreover, we hold 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, at our discretion.

Account Activation

By activating your account with us, you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer.

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.

Server Uptime Guarantee

We offer a 99.9% service uptime guarantee, which is based on a 12-month rolling average across our entire platform and multiple clouds. In the unlikely event that we fail to meet our obligations we will provide full and thorough explanations for any downtime.

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.

Acceptable Use Policy

As a provider of web site hosting and other Internet-related services, we offer our customers (also known as "Subscribers") and your customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. We respect that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, we reserve the right to take certain preventive or corrective actions. In order to protect these competing interests, we have developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using our services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that we cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because we cannot monitor or censor the Internet, and will not attempt to do so, we cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that we do not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over our network and may reach a large number of people, including both our subscribers and non-subscribers, subscribers' postings to the Internet may affect other subscribers and may affect our goodwill, business, reputation or operations. For these reasons, subscribers violate our policy and these terms when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

Spamming

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward Friendly Hosting Online Ltd, but also because it can overload our network and disrupt service to our subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, we will investigate and suspend the account that is sending spam and reserve the right to keep the account suspended until such time that the account no longer sends spam.

Audio/Video Streaming

Audio/Video Streaming is not hosting friendly. As such, we do not allow any streaming of audio or video content where the core files are hosted webhosting platform (does not include using our shoutcast servers for this purpose). Offending accounts will be suspended without notice or terminated.

File Storage / Online Backups

We do not permit the use of our shared hosting platforms for the storage of backup or archival data including large amounts of plugin cache data (we operate server-side caching as standard), mirror sites, storage of game data including flash games, personal multimedia content such as movies, music, photos or other media. Your account and any sub-accounts may be used for genuine web hosting purposes only. Any such content is not permitted and will be removed and any offending accounts suspended.

Services such as OwnCloud are not permitted on our shared hosting and accounts found to be utilising web space for such services will have their data removed and services suspended.

We don't limit your disk space providing the majority of your space is used for web hosting. We do not permit the use of our shared hosting as an e-mail archival system and you may be asked to remove e-mail, archive e-mail to your computer or upgrade to a VPS solution if it is determined your account is being used as such.

Free Hosting

We do not permit the use of our platform to provide free hosting to your customers. Providing free hosting encourages spamming and other abuses of the platform and as such this is explicitly disallowed.

File Sharing Websites or Peer-to-peer media (including files) sharing or streaming

We do not permit the use of our platform for file sharing of any kind. This includes but is not limited to peer-to-peer file or media sharing, BitTorrent, Tor or other such forms of data transmission.

Obscene Speech or Materials

Using our network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. We are required by law to notify law enforcement agencies if we become aware of the presence of child pornography on or being transmitted through our network.

Defamatory or Abusive Language

Using our network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorised Access to Other Computers or Networks

Using our network to access, illegally or without authorisation, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that may be used as a precursor to an attempted system penetration (i.e., port scan, stealth scan or other information-gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses or Engaging in Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing or denial of service (DDOS) attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment.

Destructive activities include inviting, either directly or indirectly, an attack (such as a DDOS) against our platform. Such invitations include inviting third parties to attempt to compromise the security of our platform or knowingly participating in an external attack (such as a DDOS) which results in retaliatory action from a third-party.

Facilitation a Violation of this AUP

Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks and piracy of software.

Usenet Groups

We reserve the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Phishing

We do not permit the hosting of any sites engaging in phishing, impersonating public institutions or private companies in an attempt to defraud members of the public. Any sites found in breach of this will be suspended or terminated without notice.

Other Illegal Activities

Engaging in activities that are determined to be illegal, including, but not limited to, advertising, transmitting or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, publishing or threatening to publish private data and pirating software.

Other Activities

Engaging in activities, whether lawful or unlawful, that we determine to be harmful to our subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. We will not, as an ordinary practice, monitor the communications of our subscribers to ensure that they comply with our policy or applicable law. However, when we become aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, suspension or termination of hosting services, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action we deem appropriate.

We are also aware that many of our subscribers are themselves providers of Internet services, and that information reaching our facilities from those subscribers may have originated from a customer of the subscriber or from another third party. We do not require our subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of our subscribers. We reserve the right to directly take action against a customer of our subscribers. Also, we may take action against the our subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, we anticipate that subscribers who offer Internet services will cooperate with us in any corrective or preventive action that we deem necessary. Failure to cooperate with such corrective or preventive measures is a violation of our policy.

We will not intentionally monitor private electronic mail messages sent or receive by our subscribers, unless required to do so by law, governmental authority or when public safety is at stake. We may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, we may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request subject to Data Protection and other UK legislation. We assume no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be

prohibited by law from giving such notice. Finally, we may disclose subscriber information or information transmitted over our network where necessary to protect us and others from harm, or where such disclosure is necessary to the proper operation of the system. However, we will never sell information to other services or outside companies.

We expect that our subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate our policy. Finally, we wish to emphasise that, in accepting these terms and placing an order, subscribers indemnify Friendly Hosting Online Ltd for any violation of the Service Agreement, law or Friendly Hosting Online Ltd policy resulting in loss to Friendly Hosting Online Ltd or the bringing of any claim against Friendly Hosting Online Ltd by any third party. This means that, if we are sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against us, plus costs and reasonable legal and solicitors' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Friendly Hosting Online Ltd and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to support@friendlyhostingonline.uk.

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@friendlyhostingonline.uk, 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.

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.