

Terms of Service

1.) Account Setup

RDS Hosting will setup your account after we have received payment and RDS Hosting and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is **not** at the domain(s) you are signing up under.

2.) Content

All services provided by RDS Hosting may only be used for lawful purposes. This includes, but not limited to: copyrighted material, material we judge to be threatening or obscene, pornography.

Examples of unacceptable material:

IRC Bots

Warez Sites

Pirated Software

Hate sites

Hack programs and archives

3.) Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt in" will be treated as spam. Any user who sends out spam will have their account terminated without notice.

We reserve the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with this policy, at its sole discretion. We also reserve the right to make any such modifications in an emergency at our sole discretion.

We reserve the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is left entirely to the discretion of RDS Hosting. All rights reserved.

4.) Payment Information

a) You agree to supply appropriate payment for the services received from us, in advance of the time period during which such services are provided. You agree that until and unless you notify RDS Hosting of your desire to cancel any or all services received, those services will be billed on a recurring basis.

b) We reserve the right to change the monthly payment amount and any other charges at anytime.

c) Please note that non payment of service will result in suspension and/or deletion of all services not just the services associated with the overdue invoice.

Late Payments

If payment for services is not made on or before the due date, a late fee of 10% of the total amount due will be added to the overdue invoice. In cases where the account has been suspended due to non payment the account will continue to be billed on a recurring basis for a period of up to six months. After the sixth month the account and all files associated with it will be deleted from RDS Hostings servers and the incurred fees sent to collections.

Reactivation Fee's:

If in the event that your account has been terminated and you wish to have your account reactivated a reactivation fee of \$20.00USD will be applied.

5.) Backups and Data Loss

Your use of the service is at your sole risk. We are not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on our servers.

Backups taken by RDS Hosting are for the sole usage of RDS Hosting in the event of data loss due to hardware failure. In the event RDS Hosting is requested to restore your account to a previous state, a \$20.00USD restoration fee will be applied.

6.) Cancellation and Refunds

RDS Hosting will honour all refund requests within 15 days of initial payment with the exception of setup fee's. This guarantee is voided if any Terms of Service/AUP are violated. Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

RDS Hosting reserves the right to cancel the account at any time.

Customers who sign up for Web Hosting or other services for multiple months are under contract for the period of which the signed up for.

Cancellation requests must be no later than 30 days before the end of your billing cycle and will take effect at the end of the current billing cycle.

7.) Resource Usage

Users may not initiate the following:

- a) Use 15% or more of system resources (CPU & Memory) for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc. Users may be charged for resource usage overages at the rate of \$0.35USD per 90 seconds.
- b) Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
- c) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- d) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- e) Run any gaming servers such as counter-strike, half-life, battlefield1492, etc

8.) Resale of services

Resale of services provided by RDS Hosting under non reseller plans is strictly prohibited. The client agrees that they shall not resell the disk space, bandwidth or other services provided by RDS Hosting.

9.) Reseller Accounts

The client agrees to provide all support to his or her clients unless end user support has been purchased from RDS Hosting. The client agrees that they shall be responsible for any overages or abuse of services incurred by their clients. The client is responsible for maintaining all backups of its clients.

10.) Bandwidth & Disk Space Usage

You are allocated a monthly bandwidth and disk space allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

Overage Fee's

Bandwidth overage fees are currently \$2.50/1000mb USD.

Disk Space over usage fees are currently \$0.10/mb USD.

11.) Support

RDS Hosting is responsible for proving support directly related to its services. Support requests can be made VIA support ticket through your client area or by E-mailing support@rdshosting.net.

Phone support is provided at an hourly rate of \$55.00USD on a best effort basis.

Onsite support is available on request at an hourly rate of \$90.00USD (negotiable).

12.) Price Change

The amount you pay for hosting may increase from the date of purchase. We reserve the right to change prices listed on our site, and the right to increase/decrease the amount of resources given to plans at any time.

13.) Indemnification

Customer agrees that it shall defend, indemnify, save and hold us harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against us, its agents, its customers, 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, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless any liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with us; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from RDS Hostings server.

14.) Disclaimer

We will not be responsible for any damages your business may suffer. We make no warranties of any kind, expressed or implied for services we provide. We disclaim 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 us and our employees.

13.) Changes to the Terms of Service

We reserve the right to revise its policies at any time without notice.