

Acceptable Use Policy

By using services provided by Maxer Host Limited and/or any of the sub-brands or trading names belonging to Maxer Host Limited (hereafter referred to as “Maxer Host,” “the company,” “Spiral Hosting”, “Maxer,” “we,” “us,” “our”) constitutes agreement to the terms outlined below and/or in the policies referred to. The client may be referred to “customer,” “the client,” “the customer,” “client,” “your(s),” “their” within this policy and other policies/agreements regarding the usage of services provided by Maxer Host. If you do not agree to abide to the Acceptable Use Policy or any affiliated Policies or Agreements, you are not authorised to use or access the Services.

All amounts paid to Maxer Host for domain name registrations, renewals or transfers are non-refundable. Orders will only be processed when payment is received in full. We do not accept payment by post/cheque. We accept credit card, PayPal and bank transfer. If paying by bank transfer, the order will only be processed when the payment reaches our account. Please note, this may result in your chosen domain name being registered by someone else whilst we await your payment. Your domain is not registered until you receive confirmation or registration.

1. CONTENT

All services provided by Maxer Host Limited may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material which constitutes a violation of any federal, state, local or international law, regulation, ordinance, court order or other legal process 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, and invasion of privacy. The subscriber agrees to indemnify and hold harmless Maxer Host Limited from any claims resulting from the use of the service which damages the subscriber or any other party.

2. PROHIBITED CONTENT

Sites that promote any illegal activity or present content that may be damaging to Maxer Host Limited servers or any other server on the Internet are prohibited from using our servers. Links to such materials are also prohibited. Maxer Host Limited will be the sole arbiter in determining violations of this provision. Examples of prohibited content/links include:

- Pirated software
- Hacker programs, exploits, scripts or archives
- Warez sites

3. PROHIBITED SCRIPTS

A small handful of website scripts are prohibited and must not be used on Maxer Host Limited servers due to excessive demands on server resources that can

degrade performance for other hosting clients. Namely the following are not permitted for use on our servers:

- ANY CGI-script powered chat room or bulletin board, including:
- ikonBoard.cgi
- UltimateBB.cgi
- and others.
- Topsites .cgi scripts
- formmail.pl (spam security concerns)
- ANY web scripts that could cause security concerns.
- IRC-related software (servers, bots, bouncers, etc.)
- ownCloud

We reserve the right to add, modify, or otherwise adapt to this list other forbidden web scripts at our discretion and with or without notice.

4. PROVISIONING OF WEBSITE OR EMAIL ADDRESSES

The provision of email addresses, web hosting, or storage space to people outside your organization or company, or to the general public is forbidden. This is unauthorized resale or use of Maxer Host Limited features and/or services and is **NOT** permitted.

5. COMMERCIAL ADVERTISING - EMAIL

Spamming, or the sending of unsolicited email from a Maxer Host Limited server or using an email address or domain that is maintained on a Maxer Host Limited machine as reference is **STRICTLY** prohibited. Maxer Host Limited will be the sole arbiter as to what constitutes a violation of this provision.

Businesses that are sending mail-outs to their customers should ensure that all messages have 3 key details:

- All recipients must have explicitly opted-in to the mailing list or service
- All mail-outs should be personalised ('Dear Richard' and not 'Dear client')
- All mail-outs for marketing should have an unsubscribe link ('You have opted in to this mailing list. If you wish to stop receiving our emails, please click here.')

Sites that promote, sell, or otherwise provide access to spam-ware products or products that are solely for the purpose of extraction or sale of email addresses or which are used to send bulk email are not permitted on any Maxer Host Limited server.

6. DISK SPACE & BANDWIDTH

We provide generous disk space and monthly bandwidth allocations on all our hosting plans. If your hosting service exceeds the allocated amount, please discuss upgrade options with our sales team. We can offer different levels of web hosting

and server solutions to suit your requirements. Unfortunately, it is not technically possible to purchase multiple hosting services to increase your disk space bandwidth allocation.

The disk space on your hosting plan is intended for storing files, databases and emails relating

7. CRON JOBS (TIME BASED TASK SCHEDULERS)

A. You can create/manage CRON jobs on your hosting account to help automate regular tasks. Please consider the resource usage of any CRON job – how it might impact the disk usage, bandwidth, CPU, memory and disk IO usage. Please schedule it to run at a suitable time and suitable interval (not overly frequent).

It is the clients responsibility to ensure these obligations are followed and clients will be notified if their CRON jobs go against our Service Level Agreement. If action is not taken to rectify these issues, the account will be suspended. Any dedicated or cloud server clients can run CRON jobs at their leisure as long as it does not affect the integrity of the network.

B. WordPress:

WordPress software includes a WP-Cron.php file that carries out regular maintenance tasks on your website to keep things running smoothly. As its name suggests, WP-Cron should be setup to run as a cron job on your hosting account. When a cron job is not setup, WordPress will run the file every single time someone visits your website. This can result in hundreds or thousands of unnecessary requests each hour. These requests often use a lot of CPU (computing power) and EP (entry processes) on your web hosting plan.

Thankfully, it's easy enough to fix this by disabling WP-Cron and then configuring a cron job for it to run a little less frequently! We recommend running it once or twice an hour, or on busier/larger websites run it once every 10-20 minutes.

If you manage your website using the WordPress Toolkit in the cPanel control panel, enable the option "Take over wp-cron.php" and it'll create the cron job for you.

8. BACKUPS

All our shared hosting servers are automatically backed up on a daily basis. We normally retain 21 daily backups and 2 monthly backups. Exceptions will occur for server maintenance and upgrades. The backup service is included as standard (for no extra fee) on our shared/enterprise/reseller hosting plans. Clients with dedicated/virtual servers can purchase a backup service by contacting support.

All our backup servers are located off-site in a different datacentre to the hosting server. Hosting servers located in the EU will always have their backups stored on servers in the EU.

Our backups are primarily for our own disaster recovery purposes, but we also offer

them if clients need them, for example if website data is deleted/corrupted.

We encourage clients to take regular backups of your website and store them locally (on your own computer).

If your website software has an automated backup plugin/script, please ensure that regular backups are generated outside high visitor hours (9am-9pm local server time) to reduce the load on the hosting server.

To conserve disk space, please make sure any automated plugin/script retains backup data for no longer than necessary. The hosting services we provide are primarily for website hosting and are not to be used as a storage medium for old backups.

Plugins like 'BackupBuddy' are highly discouraged as they use a lot of resources to perform a backup. If they are found to be causing issues on the server, the account will be suspended and you will need to deactivate the plugin to continue.

If you are a business with clients in the EU or UK, you should consider how backups are retained and stored as part of your GDPR obligations. If the backups contain data on your customers, you should not retain the backups for any longer than necessary.

9. MISUSE OF SYSTEM RESOURCES

Any attempt to undermine or cause harm to a server, or customer, of Maxer Host Limited is strictly prohibited. This includes, but is not limited to: using scripts/programs that consume excessive CPU time; allowing the use of mail services, mail forwarding capabilities, or auto responders other than for the customer's own account; resale of disk space without an appropriate reseller agreement; use of servers for backup of files unrelated to the web site of the account; or resale or remote access to CGI scripts installed on our servers. **No IRC related software** is permitted on our servers. This includes servers, bots, bouncers, or any other software that is used for the purpose of creating, maintaining, or providing access to IRC servers or channels.

10. ACCOUNT POLICIES & CANCELLATION

A. All products on your account will be automatically renewed according to the term selected upon account signup unless you instruct us otherwise. You can manage your account in your Client Area.

B. If Auto Renewal for a product is enabled (which it is by default), a renewal invoice will be generated 28 days before the expiry date. We will automatically charge your account, then renew your product, providing you have a valid credit card on your account on the renewal date. You can manage your credit card details, your product renewals, or pay your invoices manually through our Client Area. If you do **not** want a product renewed, you must submit a cancellation request through the 'my services' section of the client area.

C. If Auto Renewal for a product is disabled, a renewal invoice will not be generated, and you must login and manually renew the product to prevent it from expiring.

D. If your billing information is incorrect, or your credit card is denied for any reason upon automatic renewal, you will receive an email informing you of the problem. If you do not provide alternate payment arrangements before the due date, your account may be suspended. There is a 10 day grace period to resolve the situation and provide payment. If after 10 days, the invoice remains unpaid, the account will be suspended. Maxer Host Limited is not responsible in any way for any loss of revenue or business due to suspension or deletion of your account or any services. It is your responsibility to pay your bills on time.

E. Accounts are payable at the time the account is created. Full payment must be received prior to account activation. Any account reaching ninety (90) days past due is subject to termination from our servers at our discretion.

F. Cancellations **must** be submitted via the Client Area. A specific cancellation button is used in the 'My Services' section of the Client Area. For domains, disabling auto-renew acts as a cancellation. Cancellation requests made via e-mail, ticket system, phone or any other form of communication will **not** be honoured. Maxer Host Limited reserves the right to cancel any account at any time with or without notice. All payments made to Maxer Host Limited are final. Refunds will only be given at the discretion of Maxer Host Limited. Refunds as per the Money Back Guarantee will be honoured as per the terms outlined in section 9 of the Terms of Service. Clients may cancel at any time via the proper cancellation method outlined. If the customer is cancelling their services during an active service period, pro-rated refunds will **not** be issued. **Please note, after cancellation, all files, databases and emails will be deleted.** Files are typically retained on a full server back up for up to 21 days after cancellation and in some cases a bit longer. After this, all files will be completely removed by the system.

11. SUSPENSION

Failure to follow our terms and conditions will be grounds for immediate account suspension and possible account termination. Suspensions are subject to other related policies and actions by a client which are herein deemed as grounds for suspension. Activity which results in a suspension or termination of an account will result in a forfeiture of fees paid. Complaints made regarding abuses of an account may be grounds for suspension.

12. 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 Maxer Host Limited must adhere to the above policies. Please direct any reports of violations of our policies to our Support Department.

13. ABUSE REPORTS

Maxer Host's abuse department has a 3 strike policy for any spam or abuse issues from a shared hosting account. After three abuse issues from the same account, it will be terminated. It is imperative to resolve any abuse issues within 30 days. Your account is suspended if our abuse team find activity affecting our network and in some circumstances where the security of our network is threatened, we reserve the right

for immediate cancellation. Please note: all abuse issues are dealt with through our ticket system only. Abuse issues cannot be discussed over the phone as all actions taken must have written proof. If you need assistance in resolving the issue, simply reply and confirm you are ready to take the necessary action to resolve the issue and the team will give instructions on how to do this. Responding to the ticket to resolve the issue is the only way to reactivate your account.