



## **Terms of Agreement**

As an affiliate of WHITE LIGHT HOSTING LTD , you must agree to the following:

1. WHITE LIGHT HOSTING LTD pre-ordering of .co domain names operates on a first come first served basis. If the domain name in question is pre-ordered with us by another customer before your own their registration will be submitted first.
2. The Client acknowledges that whilst WHITE LIGHT HOSTING LTD will use its reasonable endeavours to register a pre-ordered .co domain, WHITE LIGHT HOSTING LTD does not accept any liability if the .co domain name (for whatsoever reason) is incapable of being registered. WHITE LIGHT HOSTING'S's obligation in regards registering the pre-ordered .co domain name is limited to forwarding on the 20th of July 2010 (the Launch Date) the application submitted by the Client for registration with the registrar of .co domain names (.CO Internet SAS). WHITE LIGHT HOSTING LTD in no way shape or form guarantees the successful registration of the pre-ordered .co domain.
3. Refunds on the total amount paid in seeking to register the .co domain name(s) will only be given if the Client has failed in obtaining the registration of their .co domain. Clients shall be refunded the total cost of their domain name(s) within 30 days following the Launch Date.
4. Payment for the .CO domain you have pre-ordered will be taken at the time of placing the pre-order.
5. Refunds will not be given (regardless of the reason for their request) if the Client has been successful in obtaining the registration of their .co domain name(s).
6. Clients acknowledge that the Launch Date is not within the control of WHITE LIGHT HOSTING LTD and is therefore subject to change. If the Launch Date does change, WHITE LIGHT HOSTING LTD shall use reasonable endeavours to notify the Client of the change.
7. After the Launch Date WHITE LIGHT HOSTING LTD shall cease to offer the pre-order service for .co domain names.
8. WHITE LIGHT HOSTING LTD reserves the right to end this service, extend this service and or amend the terms and conditions of this service at any time without the prior notice or consent of the Client. Reasonable usage applies.
9. In addition to these terms WHITE LIGHT HOSTING'S's general terms and conditions apply.

## **Service Agreement**



# White Light Hosting Ltd    01452 881 471

This Agreement ("Agreement") is between White Light Hosting Ltd ("WHITE LIGHT HOSTING'S") and the person (individual or legal person) who signs WHITE LIGHT HOSTING'S's order form ("Order") incorporating this Agreement by reference ("Customer").

This Agreement governs Customer's use of WHITE LIGHT HOSTING'S's Web Hosting and/or related services.

## 1. Services

Subject to the terms of this Agreement, and contingent on Customer's satisfaction of WHITE LIGHT HOSTING'S's credit approval requirements, WHITE LIGHT HOSTING LTD agrees to provide Customer with web hosting and / or related services selected by Customer from WHITE LIGHT HOSTING'S's then published list of services ("Services") and as described in the Order, for the fees stated in the Order.

The Services to be provided initially to Customer shall be as selected in the Order and thereafter as established through correspondence between Customer and WHITE LIGHT HOSTING'S.

## 2. Term

The initial term of the Agreement shall begin on the date that WHITE LIGHT HOSTING LTD generates an order confirmation e-mail message to Customer announcing the activation of the Customer's account (the "Service Commencement Date") and shall continue for the number of months stated in the Order (the "Initial Term").

However, no service shall commence unless and until WHITE LIGHT HOSTING LTD receives and accepts a completed Order from Customer, plus payment in full for Services to be rendered during the Initial Term and any set up charges.

WHITE LIGHT HOSTING LTD reserves the right to reject any submitted Order for any or no reason prior to written acceptance thereof by WHITE LIGHT HOSTING'S.

Upon expiration of the Initial Term, this Agreement shall automatically renew for successive terms of the same length as the Initial Term ("Renewal Term") unless WHITE LIGHT HOSTING LTD or Customer provides the other with written notice of non-renewal at least fourteen (14) days prior to the expiration of the Initial Term or then current Renewal Term, as applicable. The Initial Term and any Renewal Term may be referred to collectively in this Agreement as the "Term."

## 3. Payments

### Fees

All fees for Services rendered or provided to Customer shall be in accordance with WHITE LIGHT HOSTING'S's prices.

Customer's billing cycle shall be monthly, quarterly, annually or biennially as indicated on the Order, beginning on the Service Commencement Date. WHITE LIGHT HOSTING LTD may require payment for the first billing cycle before beginning service. Fees for the Renewal Term are payable seven (7) days in advance of each billing cycle.



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If the Order provides for credit / debit card billing, Customer authorises WHITE LIGHT HOSTING LTD to bill subsequent fees to the credit / debit card before, on or after the first day of each successive billing cycle during the Term of this Agreement otherwise WHITE LIGHT HOSTING LTD will invoice Customer via electronic mail to the Primary Customer Contact listed on the Order.

Payments must be made in Great British Pounds. Customer is responsible for providing WHITE LIGHT HOSTING LTD with changes to billing information (such as credit card expiration, change in billing address).

Payment in full of such invoiced amount is due upon receipt of the invoice. Should payment in full of any invoice not be received, WHITE LIGHT HOSTING LTD may charge interest on overdue amounts at the lesser of 1.5% per month or the maximum non-usurious rate under applicable law. In addition WHITE LIGHT HOSTING LTD may terminate this Agreement and / or suspend Services without notice if payment for Services is overdue.

Fees not disputed within thirty (30) days of due date are conclusively deemed accurate. Customer agrees to pay WHITE LIGHT HOSTING'S's reasonable reinstatement fee following a suspension of service for non-payment, and to pay WHITE LIGHT HOSTING'S's reasonable costs of collection of overdue amounts, including collection agency fees, legal fees and court costs.

### **Fee Increases**

WHITE LIGHT HOSTING LTD may amend the Services and / or the fees it charges for Services by giving at least fourteen (14) days notice to Customer, and if Customer does not give a notice of non-renewal as provided in Section 2 above, the Customer shall be deemed to have accepted the new fee and for any subsequent Renewal Terms (unless the fees are increased in the same manner for a subsequent Renewal Term).

### **Taxes**

At WHITE LIGHT HOSTING'S's request Customer shall remit to WHITE LIGHT HOSTING LTD all sales, VAT or similar tax imposed on the provision of the services (but not in the nature of an income tax on WHITE LIGHT HOSTING'S) regardless of whether WHITE LIGHT HOSTING LTD fails to collect the tax at the time the related services are provided.

### **Early Termination**

Customer acknowledges that the amount of the fee for Services is based on Customer's agreement to pay the fee for the entire Initial Term, or Renewal Term, as applicable. In the event WHITE LIGHT HOSTING LTD terminates the Agreement for Customer's breach of the Agreement in accordance with Section 9 (Termination), or Customer terminates the service other than in accordance with Section 9 (Termination) for WHITE LIGHT HOSTING'S's breach, the unpaid fees for each billing cycle remaining in the Initial Term or then-current Renewal Term, as applicable, are due seven (7) business days following termination of the Agreement.

## **4. Law / AUP**

Customer agrees to use the services in compliance with applicable law and WHITE LIGHT HOSTING'S's acceptable policy which is hereby incorporated by reference in this Agreement.

Customer agrees that WHITE LIGHT HOSTING LTD may, in its reasonable commercial judgment consistent with industry standards, amend the AUP from time to time to further detail or describe reasonable restrictions and conditions on Customer's use of the Services.



Amendments to the AUP are effective on the earlier of WHITE LIGHT HOSTING'S's notice to Customer that an amendment has been made, or the first day of any Renewal Term that begins subsequent to the amendment.

Customer agrees to cooperate with WHITE LIGHT HOSTING'S's reasonable investigation of any suspected violation of the AUP. In the event of a dispute between WHITE LIGHT HOSTING LTD and Customer regarding the interpretation of the AUP, WHITE LIGHT HOSTING'S's commercially reasonable interpretation of the AUP shall govern.

## **5. Customer Information**

Customer represents and warrants to WHITE LIGHT HOSTING LTD that the information he, she or it has provided and will provide to WHITE LIGHT HOSTING LTD for purposes of establishing and maintaining the service is accurate.

If Customer is an individual, Customer represents and warrants to WHITE LIGHT HOSTING LTD that he or she is at least 18 years of age, and WHITE LIGHT HOSTING LTD reserves the right to ask for proof of age (in the form of a valid passport or photo driving licence) and to carry out checks to verify the information provided.

WHITE LIGHT HOSTING LTD may rely on the instructions of the person listed as the Primary Customer Contact on the Order with regard to Customer's account until Customer has provided a written notice changing the Primary Customer Contract.

## **6. Indemnification**

Customer agrees to indemnify and hold harmless WHITE LIGHT HOSTING'S, WHITE LIGHT HOSTING'S's affiliates, and each of their respective officers, directors, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys fees) brought by a third party under any theory of legal liability arising out of or related to the actual or alleged use of Customer's services in violation of applicable law or the AUP by Customer or any person using Customer's log on information, regardless of whether such person has been authorized to use the services by Customer.

## **7. Disclaimer of Warranties**

CUSTOMER AGREES TO USE ALL WHITE LIGHT HOSTING'S'S SERVICES AND ANY INFORMATION OBTAINED THROUGH OR FROM WHITE LIGHT HOSTING LTD AT CUSTOMER'S OWN RISK.

WHITE LIGHT HOSTING LTD DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW WHITE LIGHT HOSTING LTD DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

## **8. Limitation of Damages**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, OR FOR



DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF WHITE LIGHT HOSTING LTD AND ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR THREE MONTHS OF SERVICE.

## **9. Suspension / Termination**

### **Suspension of Service**

Customer agrees that WHITE LIGHT HOSTING LTD may suspend services to Customer without notice and without liability if: (i) WHITE LIGHT HOSTING LTD reasonably believes that the services are being used in violation of any Terms and Conditions or the AUP; (ii) Customer fails to cooperate with any reasonable investigation of any suspected violation of the AUP; (iii) WHITE LIGHT HOSTING LTD reasonably believes that the suspension of service is necessary to protect its network or its other customers, or (iv) as requested by a law enforcement or regulatory agency. Customer shall pay WHITE LIGHT HOSTING'S reasonable reinstatement fee if service is reinstated following a suspension of service under this subsection.

WHITE LIGHT HOSTING LTD operate a Banned Services Policy in the instance of a chargeback or misuse of a WHITE LIGHT HOSTING LTD product or service.

### **Termination**

The Agreement may be terminated by either party, without cause, by giving the other party fourteen (14) days prior written notice.

The Agreement may be terminated by Customer prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability if WHITE LIGHT HOSTING LTD fails in a material way to provide the service in accordance with the terms of the Agreement and does not cure the failure within ten (10) days of Customer's written notice describing the failure in reasonable detail.

The Agreement may be terminated by WHITE LIGHT HOSTING LTD prior to the expiration of the Initial Term or any Renewal Term without liability as follows:

1. without notice if Customer is overdue on the payment of any amount due under the Agreement;
2. if Customer materially violates any other provision of the Agreement, including the AUP, and fails to cure the violation within ten (10) days of a written notice from WHITE LIGHT HOSTING LTD describing the violation in reasonable detail;
3. without notice if Customer's service is used in violation of a material term of the AUP more than once, or
4. upon one (1) days notice if Customer violates Section 5 (Customer Information) of this Agreement.



Either party may terminate this agreement upon ten (10) days advance notice if the other party admits insolvency, makes an assignment for the benefit of its creditors, files for bankruptcy or similar protection, is unable to pay debts as they become due, has a trustee or receiver appointed over all or a substantial portion of its assets, or enters into an agreement for the extension or readjustment of all or substantially all of its obligations.

If a domain name is transferred or cancelled within the first 2 years of registration, an administration fee of twelve pounds ninety-nine pence (£12.99) excluding VAT will be charged. The transfer or change of handle / tags will not take place until payment has been received in full.

## **10. Requests for Customer Information**

Customer agrees that WHITE LIGHT HOSTING LTD may, without notice to Customer, (i) report to the appropriate authorities any conduct by Customer or any of Customer's customers or end users that WHITE LIGHT HOSTING LTD believes violates applicable law, and (ii) provide any information that it has about Customer or any of its customers or end users in response to a formal or informal request from a law enforcement or regulatory agency or in response to a formal request in a civil action that on its face meets the requirements for such a request.

## **11. Back Up Copy**

Customer agrees to maintain a current copy of all content hosted by WHITE LIGHT HOSTING LTD notwithstanding any agreement by WHITE LIGHT HOSTING LTD to provide back up services.

## **12. Changes to WHITE LIGHT HOSTING'S.net's Network**

Upgrades and other changes in WHITE LIGHT HOSTING'S's network, including, but not limited to changes in its software, hardware, and service providers, may affect the display or operation of Customer's hosted content and/or applications. WHITE LIGHT HOSTING LTD reserves the right to change its network in its commercially reasonable discretion, and WHITE LIGHT HOSTING LTD shall not be liable for any resulting harm to Customer.

## **13. Notices**

Notices to WHITE LIGHT HOSTING LTD under the Agreement shall be given via electronic mail to the e-mail address posted for customer support on [www.White Light Hosting's.net](http://www.White Light Hosting's.net). Notices to Customer shall be given via electronic mail to the individual listed as the Primary Customer Contact on the Order. Notices are deemed received on the day transmitted, or if that day is not a business day, on the first business day following the day delivered. Customer may change his, her or its notice address by a notice given in accordance with this Section.

## **14. Force Majeure**

WHITE LIGHT HOSTING LTD shall not be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond WHITE LIGHT HOSTING'S's control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, theft, destruction, terrorist activity, acts of God or other events of a magnitude or type for which precautions are not generally taken in the industry.



## **15. Governing Law**

The Agreement shall be governed by the laws of England and all claims concerning this Agreement shall be brought exclusively in English courts located in England. The parties hereby consent to submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defences concerning said forum. The Customer is deemed to have agreed to this Agreement, when commencing use of any of White Light Hosting's services.

## **16. Miscellaneous**

Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trademarks, service marks, trade secrets, inventions, copyrights, and other intellectual property. Neither party may use the other party's name or trade mark without the other party's prior written consent. The parties intend for their relationship to be that of independent contractors and not a partnership, joint venture, or employer / employee. Neither party will represent itself to be agent of the other. Each party acknowledges that it has no power or authority to bind the other on any agreement and that it will not represent to any person that it has such power or authority.

WHITE LIGHT HOSTING LTD reserves the right to amend this Agreement and the AUP and Customer shall be bound by any such amendments. Customer shall have the obligation to periodically visits WHITE LIGHT HOSTING'S's website [www.White Light Hosting's.net](http://www.White Light Hosting's.net) to review the AUP and make certain Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the AUP, the terms of the AUP shall govern.

The terms on Customer's purchase order or other business forms are not binding on WHITE LIGHT HOSTING LTD unless they are expressly incorporated into a formal written agreement signed by both parties. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its right under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The following provisions will survive expiration or termination of the Agreement: fees, indemnity obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement.

There are no third party beneficiaries to the Agreement. Neither insurers nor the customers of resellers are third party beneficiaries to the Agreement. Customer may not transfer the Agreement without WHITE LIGHT HOSTING'S's prior written consent. WHITE LIGHT HOSTING'S's approval for assignment is contingent on the assignee meeting WHITE LIGHT HOSTING'S's credit approval criteria. WHITE LIGHT HOSTING LTD may assign the Agreement in whole or in part.

This Agreement together with the Order and AUP constitutes the complete and exclusive agreement between the parties regarding its subject matter and supercedes and replace any prior understanding or communication, written or oral.

The Customer is deemed to have agreed to this Agreement when commencing use of any of WHITE LIGHT HOSTING'S's Services.



## **Usage Policy**

The White Light Hosting Ltd Usage Policy has been developed with the following objectives:

- Ensure security, reliability and privacy of White Light Hosting's systems and network, and the networks and systems of others.
- Maintain the image and reputation of White Light Hosting Ltd as a responsible provider.
- Preserve the value of Internet resources as a conduit for free expression.
- Encourage the responsible use of net resources and discourage practices which degrade the usability of network resources and thus the value of Internet services.
- Avoid situations that may cause White Light Hosting Ltd to incur civil liability.
- Preserve the privacy and security of individual users.

We expect our Customers to use the Internet with courtesy and responsibility and to be familiar with and to practice good Internet etiquette. By adhering to the following policies, our Customers are protecting the rights and privileges of all Internet users.

**Violation of any of the following policies is strictly prohibited and will result in:**

- Immediate termination of all accounts
- Immediate suspension of websites
- Notification of suspected of illegal activities to the relevant authorities e.g. the Police and / or the Internet Watch Foundation

## **General Conduct**

1. Customers are prohibited from transmitting on or through any of White Light Hosting's services, any material that is, in White Light Hosting's sole discretion, unlawful, threatening, abusive, libellous, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international law, statute or regulation.
2. White Light Hosting's services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of UK regulation or law is prohibited. This includes, but is not limited to,





material protected by copyright, trademark, trade secret, or any other statute. White Light Hosting Ltd reserves the right to remove such illegal material from its servers.

3. Customers may not engage in tortuous conduct including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or making physical threats against another person via email, news, or any other electronic media/service we provide.
4. The Customer is responsible for providing and maintaining accurate and up-to-date billing information. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

## **System and Network Usage**

### **Security**

1. Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks.
2. Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
4. Customers must safeguard their account passwords to prevent unauthorized access to their account.
5. Users who violate systems or network security may incur criminal or civil liability. White Light Hosting Ltd will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
6. WHITE LIGHT HOSTING LTD Reserve the right to access servers/accounts within their network if they believe the terms and conditions of use are not being followed.
7. Bit Torrent software and P2P protocol software is not permitted on our network. Servers continuously running a risk of supporting these types of services will be disabled and cancelled from our network.

See: WHITE LIGHT HOSTING LTD Server Access Regulations



## **Email**

1. Harassment, whether through language, frequency, or size of messages, is prohibited.
2. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the Customer must not send that person any further email.
3. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.
4. Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
5. Malicious email, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of email) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited.
6. Forging of header or any other information is not permitted.
7. Subscribing someone else to a mail list or removing someone else from a mail list without that person's permission is prohibited.
8. White Light Hosting Ltd accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Usage Policy or the usage policy of that other provider.
9. These rules apply to other types of Internet-based distribution mediums as well. USENET postings have their own regulations; see below.

## **USENET (News)**

1. White Light Hosting Ltd is not responsible for the content of any USENET posting, whether or not the posting was made by a White Light Hosting Ltd Customer.
2. Postings to USENET newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements should only be posted in those newsgroups whose charters/FAQs explicitly permit them. The poster is responsible for determining the etiquette of a given newsgroup, prior to posting to it.
3. Customers are prohibited from posting the same or similar message to large numbers of newsgroups (excessive cross-posting or multiple-posting, also known as "USENET spam").



4. Customers are prohibited from posting binary files to newsgroups not specifically named for that purpose.
5. Customers are prohibited from cancelling or superseding posts other than their own, with the exception of official newsgroup moderators performing their duties.
6. Customers are prohibited from forging header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.
7. A customer may not solicit mail for any other address, other than that of the Customer's White Light Hosting Ltd account or service, with the intent to harass or collect replies after White Light Hosting's service has been terminated.

### **IRC (Internet Relay Chat)**

1. White Light Hosting Ltd is not liable for the content of any communications made on IRC.
2. IRC robots ("bots" or "clones") or IRC sessions may not be run from White Light Hosting's server accounts.
3. Customers may not attempt to impersonate others or use IRC anonymously by disguising their hostname or username.
4. Customers are prohibited from using IRC scripts or programs that interfere with or deny service to other users on any server or host. Customers are also prohibited from engaging in activities which harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to fill the screens of others), "flashing" (disrupting terminal emulation), "takeovers" (forcibly seizing operator privileges), attempting to send private messages to those who do not wish to see them (via "ignore"), attempting to return to a channel after being banned from it, and other disruptive behaviours.

### **General Uses**

1. Customers may not permit the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for the Customer's own account.
2. Customers may not employ posts or programs that consume excessive CPU time or storage space. White Light Hosting Ltd reserves the right to kill off CPU intensive process.
3. Customers may not use shared hosting services for back-ups, providing free hosting services or running proxies.



## **Material and Product Requirements**

1. Customers must ensure that all material and data placed on White Light Hosting's' equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation on White Light Hosting's' part. We shall make no effort to validate this information for content, correctness or usability. In the event that the Customer's material is not "server-ready", we have the option at any time to reject this material. White Light Hosting Ltd will notify the Customer immediately of its refusal of the material and afford the Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of White Light Hosting's.
2. Use of White Light Hosting's' service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the Customer's Web space. Customers must have the necessary knowledge to create and maintain a Web space. It is not the responsibility of White Light Hosting Ltd to provide this knowledge or customer support outside of the service defined in the Service Agreement.

## **Banned Scripts**

1. We do not allow scripts that requires more than 8Mb of memory space, more than 30 CPU seconds, or use more than 5% of all available shared system resources at any time.
2. We do not allow to run stand-alone, unattended server-side processes at any point in time on the shared servers. This includes any and all daemons, such as IRCd, Any software that interfaces with an IRC (Internet Relay Chat) network.
3. We do not allow IRC, egg drop bots or anything of the sort on our network. IRC servers are subject to DOS Attacks The ports necessary to make IRC work are filtered. If you are caught running an IRC server inside our network your account will be terminated. This is a pretty common practice in the hosting market today.
4. We do not allow following scripts with known security issue. UltimateBBS (all versions), Ikonboard (all versions), IRC Egg Drops, Proxy Servers, nph-proxy, The Anonymizer, any soap mailers, CGI-telnet or script that opens a shell session with the server.

The Usage Policy defines the actions which White Light Hosting's. considers to be abusive, and thus, strictly prohibited. The examples set forth in this policy are non-exclusive, and are provided solely for guidance to customers.

If you are unsure whether any contemplated use or activity is prohibited, please use our online forms and we will assist you. Please note that the activities set forth above are also not permitted from other Internet Service Providers on behalf of, or to advertise, any service hosted by White Light Hosting's, or connected via our network. Furthermore, such services may not be advertised via deceptive marketing policies.



White Light Hosting Ltd must further limit any exceptions made to the Usage Policy as secondary in regards to server and networks security, performance and integrity. Any user, regardless of exception status, may have his or her service disabled if it is interfering with our servers or network.

Specific questions about this policy should be filled out on our online forms. Reports of activity in violation of this policy may be sent via registered post to our head office.

## **Auto Renewal Policy**

WHITE LIGHT HOSTING LTD operate an Auto Renewal Policy on all products and services, which is designed to ensure continuity of service.

Customers can opt out from Auto Renewal or manage their Auto Renewal settings for individual or all WHITE LIGHT HOSTING LTD products and services via their Account Control Panel.

For customers with Auto Renewal active, fees for the Renewal Term are payable seven (7) days in advance of the contract expiry date.

As per the WHITE LIGHT HOSTING LTD Cancellation Policy customers wishing to cancel their Auto Renewal must do so, in writing (using the Cancellation Queue in the ticket system) at least 14 days prior to the contract expiry date.

It is important that customers ensure their contact and billing details, specifically their email address is up to date. You will be notified when a payment has been taken from your credit card.

To ensure services are renewed via Auto Renewal, customers must ensure that their contact and billing details are updated at all times. Customers updating Credit/Debit Card details must be aware that they will be at risk of losing services if details are not updated before the day services are scheduled to expire. WHITE LIGHT HOSTING LTD cannot be held responsible for loss of a Domain Name if the Auto Renewal is cancelled or a customers contact and billing details are not up to date, therefore preventing the Auto Renewal from taking place. Auto Renewal of WHITE LIGHT HOSTING LTD services is excluded from the refund policy as it is the customers responsibility to cancel services, in writing, 14 days prior to the contract expiry date.

If you have any problems with or enquiries about our Auto Renewal service, please contact our Billing Team. You can call on 0844 372 9427 between 9.00am and 5.00pm, Monday to Friday (calls charged at 4p per minute) or you can submit a ticket at all times.