

VirtUK | Terms of Service Agreement

1. Term

The initial service term of the agreement shall begin on the date that VirtUK sends an e-mail message announcing the activation of the account (the "Service Commencement Date") and shall continue on a monthly term. Upon expiration of the initial term, this agreement shall automatically renew for the same length as the initial term unless VirtUK or the customer provides the other with written notice of non-renewal (cancellation) at least three (3) days prior to the expiration of the initial term or the then-current renewal term, as applicable. The initial term and any renewal term may be referred to collectively in this agreement as the "Term."

2. Cancellation and Refunds

VirtUK reserves the right to cancel any service provided at any time. In this event customers will be entitled to a prorated refund based upon the remaining period of service. If a customer contravenes VirtUK terms of service, a refund will not be issued. Any incentives offered to customers when opening the account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives in the result of a cancellation. Fees charged on a prepay basis are non-refundable. Under no circumstance will license fees (package addons) such as cPanel be refunded. We offer a 7day money back guarantee, this is however pending a valid reason. A total will be worked out on bandwidth used during the 7day grace period, this will then be deducted from the total refunded price.

3. Content Restrictions

VirtUK does not allow the use of its services for illegal activities. This includes hosting of copyrighted material, nulled scripts, or anything that is considered illegal under UK law. A suspension leading up to termination will be imposed for a breach of these terms. While we strive to accommodate all types of customers your VPS may not be used for the following:

- Torrent related applications (this includes but is not limited to the use of torrent client side software, or trackers)
- The sending of unsolicited Email (SPAM)
- Anything related to a botnet
- Any copyright, patent, trademark, or other intellectual property right
- Free hosting companies
- IRC Related applications (this includes but is not limited to the use of IRC client side software, or IRC daemons)
- Malicious scripts (this includes but is not limited to outbound DDOS's from the network.

Furthermore, the end user is solely responsible for all files on their VPS whether the client had knowledge of the files or not. It is the responsibility of the client to ensure their system is secured and safe from compromise. If a system is found out to be compromised VirtUK has the right to reload the VPS to a default OS after ample time has been given to make backups.

4. Payments

Fees are payable in advance on the first day of each billing cycle. Customer's billing cycle shall be monthly or annually as indicated on their order, beginning on the service commencement date. VirtUK may require payment for the first billing cycle before beginning service. If the order provides for credit/debit card billing, customer authorizes VirtUK to bill subsequent fees to the credit/debit card on or after the first day of each successive billing cycle during the term of this agreement; otherwise VirtUK will invoice customer via electronic mail to the primary customer contact listed on the order. Invoiced fees may be issued on or before the 1st day of each billing cycle, and the fees shall be due no later than the due date, but in no event earlier than the first day of each billing cycle.

Payments must be made in Great British Pound (sterling). The customer is responsible for providing VirtUK with changes to billing information (such as credit card expiration, change in billing address). At its option, VirtUK may accrue charges to be made to a credit/debit card until such charges exceed \$10.00. VirtUK may charge interest on overdue amounts under applicable law. VirtUK may suspend the service without notice if payment for the service is overdue. Customer agrees to pay VirtUK reasonable reinstatement fee following a suspension of service for non-payment, and to pay VirtUK reasonable costs of collection of overdue amounts, including collection agency fees, attorney fees and court costs.

5. Law/AUP

Customer agrees to use the service in compliance with applicable law and VirtUK Acceptable Use Policy posted at <http://www.VirtUK.com/aup.pdf> (the "AUP"), which is hereby incorporated by reference in this agreement. Customer agrees that VirtUK 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 VirtUK notice to the 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 VirtUK's reasonable investigation of any suspected violation of the AUP. In the event of a dispute between VirtUK and the customer regarding the interpretation of the AUP, VirtUK's commercially reasonable interpretation of the AUP shall govern.

6. Customer Information

Customer represents and warrants to VirtUK that the information he, she or it has provided and will provide to VirtUK for purposes of establishing and maintaining the service is accurate. If the customer is an individual, the customer represents and warrants to VirtUK that he or she is at least 18 years of age. VirtUK 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 contact.

7. Indemnification

Customer agrees to indemnify and hold harmless VirtUK, VirtUK'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.

8. Disclaimer of Warranties

VirtUK DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW VirtUK 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.

9. 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 VirtUK 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.

10. Request for Customer Information

Customer agrees that VirtUK 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 VirtUK 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. 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. This Agreement may be amended only by a formal written agreement signed by both parties. The terms on Customer's purchase order or other business forms are not binding on VirtUK 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 VirtUK's prior written consent. VirtUK's approval for assignment is contingent on the assignee meeting VirtUK's credit approval criteria. VirtUK may assign the Agreement in whole or in part.