

Terms of Service

By using services provided by Spiral Hosting Limited and/or any of the sub-brands or trading names belonging to Spiral Hosting Limited (hereafter referred to as “Spiral Hosting,” “the company,” “we,” “us,” “Speedysparrow,” “JSWeb,” “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 agreement and other policies regarding the usage of services provided by Spiral Hosting. If you do not agree to abide to the terms of this Agreement or any affiliated Policies or Agreements, you are not authorised to use or access the Services.

1. ADDITIONAL POLICIES AND AGREEMENTS

Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services you also agree to the terms of the following policies and agreements.

1. Privacy Policy
2. Acceptable Use Policy
3. Domain Registration Agreement
4. Service Level Agreement
5. Reseller Agreement

2. ACCOUNT CREATION AND CONTACT INFORMATION

A. The service(s) will be setup and activated on your account after the payment has been received and screened for potential fraud by either Spiral Hosting or partners involved in transactions and payments. Spiral Hosting uses MaxMind, an industry-leading provider of IP intelligence and online fraud detection tools to scan each order and deliver a fraud score. It is at the discretion of Spiral Hosting to accept or deny any order based on the information provided through this tool or other means.

B. If you are using the Services on behalf of another party, you agree that you are authorised to bind by such other party to this Agreement and to act on such other party’s behalf with respect to any actions to take in connection with the Services.

C. At all times it is the client’s responsibility to keep the client record up to date. This includes, but is not limited to, your full name, address, phone number and a valid e-mail address. The primary contact method for Spiral Hosting is by e-mail and any email addresses used to contact the company regarding an active client account, must be registered as the main email address or a contact of that particular account. If this is not the case, support will be refused until this information is updated. Spiral Hosting is not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain. Providing false contact information of any nature may result in account termination. If deemed necessary, Spiral Hosting will request a copy of your government issued ID, a copy of your Debit/Credit Card used to make the

payment and/or other documentations to verify the identity of the client. If the client does not comply with the request(s) and/or the order is deemed fraudulent the order will be denied.

D. The client is solely responsible for their own account and its use. It is the client's responsibility to maintain confidentiality of password and other information related to security of their account.

3. LAW

Services provided by Spiral Hosting Limited may only be used for lawful purposes. The laws of Ireland, the United Kingdom and any applicable EU directives is in affect on all services used provided. In addition to the laws of Ireland, the United Kingdom and any applicable EU directives, the federal/state/local law of each respective country/state/city Spiral Hosting has servers on and where the client(s) account is hosted will be applicable. The EU directives are in effect across all of our clients and Services. Clients are bound by EU law first and foremost, then the federal/state/local law of each country/state/city will supersede those laws. The client agrees to, at all times, indemnify and hold Spiral Hosting Limited free from any claims resulting from the use of our services. Spiral Hosting Limited reserves the right to disclose information regarding a client to federal/state/local law enforcement agencies upon a lawful request from such agencies. In certain circumstances such as, but not limited to, crimes involving minors, Spiral Hosting will immediately suspend the services and report the offence to appropriate agencies. Spiral Hosting will cooperate fully with the agencies.

4. USER CONTENT AND ACCOUNT SECURITY

A. Spiral Hosting reserves the right to refuse service to anyone. Any material, that by our judgment, is obscene or threatening is prohibited and will be removed from our servers with or without prior notice. Failure to respond to e-mail(s) from our Abuse Department within 24 hours may result in account suspension or termination. If the violation is directly affecting other clients and/or illegal, the account may face suspension directly pending further investigation by our Abuse Department. All e-mail communication from our Abuse Department will be sent to the primary e-mail address on file and any potential sub-contacts for the account.

B. Clients may upload, store, publish, display and distribute files and content on or through the Services. User content is any content posted by the client or any individual or company authorised by the client.

C. Potential harm to minors is **strictly** forbidden, this includes but is not limited to, child pornography. Any site found to host such material will face immediate suspension. All cases that directly or indirectly harm a minor or have the potential to do so, will be reported to the appropriate law enforcement agencies by Spiral Hosting. Examples of prohibited material; IRC bots, Proxy scripts/anonymizers, pirated/nulled software, warez, public image/video/file unloaders (similar to Photobucket, RapidShare etc), game servers, commercial audio streaming, escrow services, HYIP or similar, investment sites (for example Gold exchange), sale(s) of

any controlled substance without prior proof of appropriate permit(s), hacking focused content, hate sites, other illegal activity(s), brute force programs, mail bombers, spam scripts, torrents. Adult related sites of any sexual manner (including but not limited to images, videos or sexual writing) is not permitted on the network. The client is responsible for ensuring that scripts/programs installed under the account are secure and permissions to directories and files are set properly, where access is as restrictive as possible (normally CHMOD 644).

D. It is the clients responsibility to keep all installed script/programs up-to-date. Software with known security breaches that is not patched accordingly (normally older software versions that are not being updated) may cause damage on the network. As such, it is your responsibility to upgrade to the latest version and/or ensure the security of the program/script at all times regardless of the effect on your site or plug-ins. Failure to do so may result in suspension or corrective measures being taken by Spiral Hosting with or without notice. The client is at all times responsible for all actions under their account. This is still the case if your account is compromised by any means. Upon request by Spiral Hosting, all clients are obligated to take appropriate steps to maintain and secure their site when prompted to do so including but not limited to password resets and updates or patches.

E. Solely for purposes of providing the Services, you hereby grant to Spiral Hosting a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, Spiral Hosting does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

F. Spiral Hosting exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through Spiral Hosting's computers, network hubs and points of presence or the Internet. The client acknowledges and agrees that Spiral Hosting may, but is not obligated to, immediately take any corrective action in Spiral Hosting's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that Spiral Hosting shall have no liability due to any corrective action that Spiral Hosting may take.

5. SPIRAL HOSTING CONTENT

All content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files and their selection and arrangement and all software used to provide the Services, are the proprietary property of Spiral Hosting Limited or the subsequent licensors. Spiral Hosting content must not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, sold, transmitted, or exploited for any purpose in any form by any means other than as expressly permitted in this Agreement. Any use of Spiral Hosting content, other than specifically mentioned and authorised herein is

prohibited and will automatically terminate your rights to use the Services. All Rights Reserved by Spiral Hosting Limited and by Spiral Hosting's Licensers.

6. ZERO TOLERANCE SPAM POLICY & ABUSE PROCEDURE

A. Any unsolicited e-mail, bulk e-mailing and spam is prohibited on our network. Safe lists and double opt-in is considered SPAM and as such not allowed on the network. Any client caught sending SPAM will face immediate account suspension and/or termination. Sites advertised via SPAM methods are not allowed on our network. This included 'Spamvertising' via fax, e-mail, phone, instant messages, SMS and organisations/entity listed on ROKSO. In the event of the anti-spam policy being breached Spiral Hosting reserves the right to require changes by the client, disable websites, accounts, databases and other components that is in violation of the policy. These actions can be taken with or without prior notice to the client at the discretion of Spiral Hosting.

B. If your actions have lead to any IP addresses on our network being blacklisted, Spiral Hosting will charge all costs relating to the blacklisting/SPAM violation to the client in question. This includes any potential criminal fines charged in accordance by the legal system as per the policies outlined in EU directive 2002/58/EC.

C. Spiral Hosting'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, we reserve the right to terminate without notice.** 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. It is imperative to resolve any abuse issues within five working days. 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.

7. PAYMENT(S)

A. The client agrees to supply the charged amount on the due date to Spiral Hosting. All charges are in advance of Services used by the client. The Service(s) will continue until cancelled by either party. The client is free to cancel their account at any given time via their Client Area (see cancellations in Section 8). Spiral Hosting can cancel the services at any given time if the criteria for such action, as described in this document and/or other policies regarding the usage of the services, is found.

B. Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to the company invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

C. It is the clients responsibility to pay the invoice on or before the due date of the invoice. If the invoice remains unpaid after 3 days, Spiral Hosting reserves the right

to add a late-fee to the invoice in question with 15% of the total amount due. After a total of 7 days overdue, Spiral Hosting reserves the right to suspend the service(s) in question. After 15 days overdue, Spiral Hosting reserves the right to terminate the Service(s). Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, Spiral Hosting may pursue the collection costs incurred by the company, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. Spiral Hosting will not activate new orders or activate new packages for clients who have an outstanding balance on their account.

D. Any Services are subject to being reclaimed and all content deleted if you fail to make a timely payment. If you make a late payment we are not obliged to automatically reactivate the account. If your account is not reactivated within 24 hours, please contact Spiral Hosting in the first instance.

E. All payments are final and non-refundable. Refunds/account credits are only provided at the discretion of Spiral Hosting Limited. Spiral Hosting reserves the right to change the amount charged for the services at any given time. Any chargeback(s) (or equivalent) against Spiral Hosting will lead to immediate termination of the services. All owned amount(s) older than 15 days may be sent to collection at the discretion of Spiral Hosting. All charges relating to such an action shall be charged to the client. Overpayment on invoices that have been paid twice by mistake by the client will be credited as account credit at the discretion of Spiral Hosting.

F. Unless otherwise provided, you agree that until and unless you notify Spiral Hosting of your desire to cancel the Services, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us. If a credit card is stored on your Client Account, it will be charged automatically five (5) days in advance of the invoice due date by our payment processor. If there is no card on file, or the card has expired, you will receive a notification of payment due.

G. Domain renewal notices are provided as a courtesy reminder and Spiral Hosting is not responsible for a failure to renew a domain or a failure to notify a client about a domain renewal. Notification emails are issued automatically by the systems. If these are not received, Spiral Hosting is not liable due to any missed payments. The client is responsible for ensuring their services are active and renewed as needed.

H. It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic cheques/checks, or any other payment method. Spiral Hosting may report any such misuse or fraudulent use, as determined by the company's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

I. Clients have ninety (90) days to dispute any charge or payment processed by Spiral Hosting. If you have any questions concerning a charge on your account, contact our billing department directly for assistance.

J. Discounts and promotional codes are reserved for their sole use as described in the information provided at the time. Spiral Hosting reserves the right to change the usage of any promotional code or discount at any time. Any account found in violation of these policies will be reviewed by our Sales department and the appropriate charges will be added to the account. Promotion/discount abuse will not be tolerated and may result in the suspension or termination of your account. All promotions and discounts are only valid as stated and in most cases do not affect the renewal or recurring price. **All promotion codes cannot be used in conjunction with any other promotion or code unless otherwise stated.**

8. CANCELLATIONS TERMINATIONS AND REFUNDS

A. Cancellations **must** be submitted via the Client Area. Cancellation requests made via e-mail, ticket system, phone or any other form of communication will **not** be honoured. Spiral Hosting Limited reserves the right to cancel any account at any time with or without notice. All payments made to Spiral Hosting Limited are final. Refunds will only be given at the discretion of Spiral Hosting Limited. Refunds as per the Money Back Guarantee will be honoured as per the terms outlined in section 9 in this document. Clients may cancel at any time via the proper cancellation method outlined. If the client 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.

B. Domain registration, renewal and transfer payments are final and cannot be refunded in any case at any time.

C. Domain Transfers away from Spiral Hosting will result in automatic cancellation of the domain and any future renewals.

D. All payments are final and non-refundable. Refunds/account credits are only provided at the discretion of Spiral Hosting Limited. Spiral Hosting reserves the right to change the amount charged for the services at any given time. Any chargeback(s) (or equivalent) against Spiral Hosting will lead to immediate termination of the services. All owned amount(s) older than 15 days may be sent to collection at the discretion of Spiral Hosting. All charges relating to such an action shall be charged to the client. Overpayment on invoices that have been paid twice by mistake by the client will be credited as account credit at the discretion of Spiral Hosting.

E. SSL Certificates and Dedicated IP's can only be cancelled at the discretion of Spiral Hosting. Once an order is submitted, it is final. If a client wishes to cancel, Spiral Hosting can refund at it's discretion to an account balance excluding fees and payment processing charges.

F. You agree for us to suspend, withhold or terminate your services immediately, without notice and at our discretion if:

- We believe you have breached our agreement

- You declare bankruptcy, fall into liquidation, or are believed to be legally insolvent.
- After 90 days of an outstanding payment or abuse issue

9. MONEY BACK GUARANTEE

Spiral Hosting Limited gives all new clients an unconditional 30 day money back guarantee on managed shared hosting and reseller solutions. This guarantee does NOT apply to dedicated servers, VPS servers, administrative fees, license fees, installation fees for custom software or domain name registrations/transfers. Only first-time accounts are eligible for refunds under the Money Back Guarantee. If you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund. If you have opened a second account with us or opened another Service, the second account or Service will **not** be subject for the Money Back Guarantee.

11. COMPLAINTS PROCEDURE

The following section gives information on how to contact us, and what to do if you have a complaint.

Level 1:

If you are unhappy with any of our services please contact our support team via support ticket (support@spiralhosting.com) and one of our team will reply to you within 3 working days.

Level 2:

If you are unhappy with our response, you can ask for the matter to be escalated to one of our account managers.

Level 3:

If you are not happy with the resolution, or you feel that your issue has not been resolved, you may send your complaint in writing via email or post to management@spiralhosting.com

Complaints Department
Spiral Hosting Limited
3rd Floor Andras House
60 Great Victoria Street
Belfast
BT2 7ET
N Ireland

On receipt of your complaint our complaints team will thoroughly investigate any issues raised and propose a course of action for resolution. You should expect to receive a response to your query within five working days of us receiving your correspondence.

Level 4:

If you are not satisfied with the action we plan to take, you should request that your complaint be referred to the Managing Director

Managing Director (Complaints)
Spiral Hosting Limited
3rd Floor Andras House
60 Great Victoria Street
Belfast
BT2 7ET
N Ireland

email management@spiralhosting.com [FAO Managing Director]

On receipt of your complaint the Managing Director will thoroughly investigate any issues raised and propose a course of action for resolution. You should expect to receive a response to your query within seven working days of us receiving your correspondence.

Level 5:

Once you have a response from our Managing Director, if you remain unsatisfied with our attempts to resolve the issue, you can contact Trading Standards.

10. RESOURCE USAGE LIMITATIONS

The limitations form part of our Service Level Agreement which can also be viewed on our site.

A. SHARED/RESELLER

- 1) Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- 2) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- 3) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- 4) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- 5) Run any bit torrent application, tracker, or client. Please note that you may link to torrents off server, but may not host or store them.

- 6) Participate in any file-sharing/peer-to-peer activities
- 7) Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- 8) Run cron entries with intervals of less than 15 minutes without prior written approval.

B. VPS

- 1) Exceed a 15 minute load average greater than two (2) times the amount of CPU cores given.
- 2) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- 3) Run any BitTorrent application, tracker, or client.
- 4) Participate in any file-sharing/peer-to-peer activities.
- 5) Use an Open/Public proxy, or utilize a proxy to access illegal/malicious content.
- 6) Use I/O intensive applications which adversely affect normal server operations.

11. BACKUPS AND DATA LOSS

Spiral Hosting advises all clients to ensure they have a local back up of their files. Your use of the service is at your sole risk. Spiral Hosting is not responsible for files and/or 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 Spiral Hosting servers. While Spiral Hosting does maintain backups of your files and/or data we accept no responsibility should backups be unavailable for any reason including but not limited to data corruption, hardware failure, or negligence. If there are any other server maintenance issues or upgrades happening, these can interrupt the normal backup routine so we advise you take local backups too.

12. BANDWIDTH USAGE

Clients are allocated a monthly bandwidth 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, and/or terminate the account. You will not be billed for bandwidth overages as your account will be suspended upon the limit of your account.

13. RESELLER SERVICES

Resellers are responsible for supporting their clients. Spiral Hosting does not provide support to reseller's clients'. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. Spiral Hosting will hold any reseller responsible for any of their clients actions that violate the law or these terms of service. Shared Hosting accounts may **not** resell web hosting to others. This includes the uses of E-mail, Databases and FTP. If you wish to resell hosting you must use a reseller account provided by Spiral Hosting otherwise your account may be deemed in violation of our terms of service. If your shared account is found violating the policies outlined, your account will be subject to suspension pending further action.

14. LEGACY CLIENTS & PLANS

Spiral Hosting evaluates and reviews the hosting plans provided by other companies acquired by Spiral Hosting on a regular basis. If Spiral Hosting believes that there is a need to change your plan, we will notify you of these changes and update you with any new information required. In some cases, we will upgrade your plan to suit the needs of the resources you are using. This may incur an extra cost and this will be communicated to you in advance. We will not update legacy plans without being requested to or in order to ensure the optimum efficiency of our network

14. UPTIME GUARANTEE

This forms part of the Service Level Agreement also available on our site.

A. If your shared / reseller server or managed VPS server has a physical downtime that is not within the 99.9% uptime you may receive Account Credit. Approval of the credit is at the discretion of Spiral Hosting dependant upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability.

B. Credit Requests: If you are requesting credit due to downtime incurred on the network YOU MUST report the outage(s) to our Support Department providing the dates the downtime had occurred and for how long. All requests have to be made within seven (7) days after the alleged incurred downtime, or else the request might be denied at the discretion of Spiral Hosting. All requests must be made in writing via email or through our ticketing system. Uptime guarantees only apply to shared, reseller and managed VPS services.

C. Unmanaged VPS/Dedicated services are covered by a network guarantee in which the credit is pro-rated for the amount of time the server is down. This is not related to our uptime guarantee.

D. Incurred downtime due to hardware upgrades, software upgrades, or upgrades of nature that are for security of clients will **not** be accountable for refunds under our service level agreement. Downtime due to a client's scripts, programs, or unauthorized account access will not count towards eligible refunds under our Service Level Agreement. Downtime caused by DDOS or other factors that falls outside the scope of Spiral Hosting Limited administration is not included within the Service Level Agreement.

E. Spiral Hosting offers a 99.9% uptime Service Level Agreement. If the uptime in any given month is less than 99.9% due to the factors listed above, Account Credit is provided under these Terms & Conditions. The credit is issued as Account Credit based on the monthly charge for the hosting services. All requests under this Service Level Agreement are at the discretion of Spiral Hosting Limited.

15. PRICE CHANGE

The amount you pay for hosting will never increase from the date of purchase without prior notice. We reserve the right to change prices listed on our company website(s) and the right to increase the amount of resources given to plans at any time. All clients will be informed by e-mail of such changes.

16. PRODUCTS AND SERVICES

Spiral Hosting reserves the right to amend or change product specifications or branding at any point with or without notice. This includes hosting plan technical specifications as well as SSL and SPAM software offerings. If a considerable change to a current, active product or service is foreseen, communication for this will be made to clients at least 48 hours in advance.

17. INDEMNIFICATION, LIMITED LIABILITY, ARBITRATION AND DISCLAIMER

A. The client agrees that it shall defend, indemnify, save and hold Spiral Hosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Spiral Hosting, its agents, its clients, officers and employees, that may arise or result from any Service provided or performed or agreed to be performed or any product sold by a client, its agents, employees or assigns.

B. The client agrees to defend, indemnify and hold harmless Spiral Hosting against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Spiral Hosting Limited and its affiliated companies, namely JSWeb & Speedy Sparrow; (2) any material supplied by the client infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to clients from Spiral Hosting servers. Under no circumstances, including negligence, shall Spiral Hosting, its offices, agents or any one else involved in creating, producing or distributing Spiral Hosting services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Spiral Hosting Services; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Spiral Hosting records, programs or services.

C. Clients hereby acknowledge that this section shall apply to all content on Spiral Hosting and its trading names' servers. By using any Spiral Hosting services, you agree to binding arbitration. If any disputes or claims arise against SpeedySparrow, JSWeb or its subsidiaries, such disputes will be handled by an arbitrator of Spiral Hosting's choice. All decisions rendered by that arbitrator will be binding and final. You are also responsible for any and all costs related to such arbitration.

D. Spiral Hosting shall not be responsible for any damages your business may suffer. Spiral Hosting makes no warranties of any kind, expressed or implied for services we provide. Spiral Hosting disclaims 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 Spiral Hosting and its employees or contractors.

E. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction within the United Kingdom, Ireland or other residing jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

18. CHANGES TO TERMS OF SERVICES

Spiral Hosting reserves the right to revise its policies at any time without notice. In such events clients are advised that on each entering to the Spiral Hosting website they overlook and review our policies outlined to ensure they are kept up to date with all the latest information regarding our services and products.