Terms Of Service

Revision Dated 25th January 2022

1. Terms.
   1.1. By accessing the website at https://www.redithosting.co.uk/ or any of the sub domains of redithosting.co.uk or any other associated domains of redIT Hosting Limited you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this or any of our sites. The materials contained in this and any of our websites are protected by applicable copyright and trademark law.

2. Use License
   2.1. Permission is granted to temporarily download one copy of the materials (information or software) on redIT's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
      2.1.1. modify or copy the materials.
      2.1.2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial).
      2.1.3. attempt to decompile or reverse engineer any software contained on redIT's website.
      2.1.4. remove any copyright or other proprietary notations from the materials; or
      2.1.5. transfer the materials to another person or "mirror" the materials on any other server.
   2.2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by redIT at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Disclaimer
   3.1. The materials on redIT's website are provided on an 'as is' basis. redIT makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

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3.2. Further, redIT does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

4. Limitations
   4.1. In no event shall redIT or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on redIT's website, even if redIT or a redIT authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Accuracy of materials
   5.1. The materials appearing on redIT's website could include technical, typographical, or photographic errors. redIT does not warrant that any of the materials on its website are accurate, complete or current. redIT may make changes to the materials contained on its website at any time without notice. However redIT does not make any commitment to update the materials.

6. Links
   6.1. redIT has not reviewed all the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by redIT of the site. Use of any such linked website is at the user's own risk.

7. Modifications
   7.1. redIT may revise these terms of service for its website at any time without notice. By using this website, you are agreeing to be bound by the then current version of these terms of service.

8. Payment & Refunds.
   8.1. As consideration for us providing the services hereunder, you agree to pay redIT the aggregate fee based on the services ordered and the terms selected.
   8.2. All invoices for all services with the exception of SSL Certificates are created and eMailled to you 14 days before the due date.
   8.3. All services with the exception of all SSL Certificates, domain name orders, domain name renewals and domain name transfers are sold on a 30-day money back guarantee from the service order date.
   8.4. All services are deemed as accepted after 30 days and no refund for any part used service period will be paid after this period has passed.
   8.5. Late payment of invoices will result in the following action:
       8.5.1. The day after the invoice was due a 'First Reminder' eMail will be sent to you.
       8.5.2. Three days after the invoice due date a 'Second Reminder' eMail will be sent to you.

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8.5.3.   Six days after the invoice due date a 'Final Reminder' eMail will be sent to you.

8.5.4.   After seven days late fees will be added to the outstanding invoice at a rate of 2.5% of the invoice total or £1.00 if 2.5% is less.

8.5.5.   Eight days after the invoice due date your service(s) will be suspended, and the total of the outstanding invoice and any fees will have to be paid in full before your service(s) are restarted.

8.5.6.   After 30 days your unpaid service(s) will be terminated.

8.6. With the exception of SSL Certificates and Domain Names all our services include a 30-day refund policy which is activated in the following manner:

8.6.1.   The customer must submit a Cancellation Request via the redIT Customer Portal before the end of the first 30-day period which starts from the date of ordering.

8.6.2.   A Support Ticket should be raised asking for the refund stating why the service is not fit for the intended purpose.

9. Provision of Services.

9.1. redIT will provide the customer with the service(s) ordered that are described in the products features listed.

9.2. The customer understands and agrees that redIT will host the service solely in accordance with the information provided by the customer.

9.3. We reserve the right, to stop, start or reboot any of our servers without notice for the maintenance and security of our services.

9.4. All Planned Maintenance or Planned Emergency Maintenance undertaken by us will be posted to our Network Status page in advance.

10. Limited License to the Background Technology.

10.1. "Background Technology" means computer programming/formatting code or operating instructions developed by or for redIT and used to host or operate the Web site or a Web server in connection with a Web site.

10.2. Background Technology includes, but is not limited to, any files necessary to make forms, buttons, checkboxes, and similar functions and underlying technology or components, such as style sheets, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines, and menu utilities, whether in database form or dynamically driven. Background Technology does not include any Customer Content. The customer may not duplicate or distribute any Background Technology to any third party without the prior written consent of redIT. All rights to the Background Technology not expressly granted to the customer hereunder are retained by redIT.

10.3. Without limiting the foregoing, the customer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of the Background Technology, except as allowed by law.

11. Limited License to Content.

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11.1. The customer hereby grants to redIT the limited, nonexclusive right and license to copy, distribute, transmit, display, perform, create derivative works from, modify, and otherwise use and exploit Web site, any Customer Content, or any Customer Marks provided to redIT hereunder, solely for the purpose of rendering redIT's Services under this Agreement. Such limited right and license shall extend to no other materials or for any other purpose and will terminate automatically upon termination of this Agreement for any reason.

12. Content Standards.

12.1. The customer agrees not to provide Customer Content, and redIT will not intentionally provide to the customers any content, that

    12.1.1. infringes on any third party's intellectual property or publicity/privacy rights.

    12.1.2. violates any applicable law or regulation.

    12.1.3. is defamatory, violent, clearly harmful, or obscene or pornographic or infringes on citizens' rights; or

    12.1.4. contains any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage or interfere with any system, data, or personal information.

12.2. If the customer is international, then the customer agrees to comply with all applicable local and national laws. redIT reserves the right to refuse any other subject matter it deems inappropriate.

13. Support.

13.1. redIT agrees to provide reasonable technical support primarily via email to all customers during redIT's normal technical support hours.

13.2. redIT will provide customer support by telephone as a secondary option.

13.3. redIT agree to a standard support service level agreement where during normal office hours all support requests should have been answered by an agent within 4 hours of the case being opened.

14. Dedicated Servers.

14.1. All dedicated servers are a minimum contract term of six (6) months from the date of provision.

14.2. Dedicated servers will remain the sole property of redIT with us being fully responsible for the maintenance of the physical hardware.

14.3. The customer agrees that they will ensure that the dedicated server is secured to a level to prevent misuse.

15. Virtual Servers.

15.1. Virtual Servers are a rolling monthly contract agreement between you and redIT.

15.2. The customer agrees that they will ensure that the virtual server is secured to a level to prevent misuse.

16. Domain Names

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16.1. All domain names are registered on a first come first served basis.

16.2. You agree that the details you provide are correct at the time of registration or renewal and will be updated within seven (7) days should your details change.

16.3. All domain names are registered or renewed in year increments and are all payable in advance.

16.4. If registering a .uk domain name you are also agreeing to the Nominet Terms and Conditions of Domain Name Registration.
https://www.nominet.uk/resources/policy/policies-rules/#registrationrules

17. Term and Termination.

17.1. This Agreement is effective as of the Effective Date and shall continue unless terminated.

17.2. redIT may terminate this Agreement after seven (7) days' without written notice to the customer if the customer materially breaches this Agreement, including, without limitation, failure to pay, and fails to cure such breach during such seven (7) day period.

17.3. Upon the termination of this Agreement, the customer will pay redIT for all Services provided to the customer by redIT prior to termination.

18. Warranty Disclaimer.

18.1. Except as expressly provided in this Agreement, the Services are provided "as is," and redIT expressly disclaims all warranties and conditions of any kind, express, implied, or statutory, including, without limitation, the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

18.2. Interruption of Service: You hereby acknowledge and agree that redIT will not be liable for any temporary delay, outages or interruptions of the Services. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein. Unless an approval process is specified herein or in a Statement, all Hosting provided by redIT to a customer will be deemed accepted when delivered.

19. Governing Law

19.1. These terms and conditions are governed by and construed in accordance with the laws of England and Wales, and you irrevocably submit to the exclusive jurisdiction of these courts.

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