

## Terms of Service

Dinowebs ("The Company") agrees to furnish services to the Subscriber, subject to the following ToS (Terms of Service).

Use of Dinowebs Service constitutes acceptance and agreement to Dinowebs' AUP (Acceptable Use Policy) as well as Dinowebs' ToS (Terms of Service).

All provisions of this contract are subject to the ToS (Terms of Service) of Dinowebs and AUP. The AUP may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

### Disclosure to Law Enforcement

The AUP specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition Dinowebs shall have the right to terminate all service set forth in this Agreement.

### Service Rates

Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

### Credit / Payment

Credit Terms are not provided.

The customer is responsible for all charges on the service account until a written cancellation request is received by standard mail signed by the Administrative Contact for that account or submitted through the online support ticket system. If you wish to terminate your contract you should give us written notice at least 5 days before the renewal date of your contract with us. If you fail to send us this notice of termination within 5 days of the date your contract is automatically renewed then you shall become liable for the fee for your next billing period in full. If it is not terminated for any reason then it automatically renews for a further term of your chosen recurring billing period on each anniversary or each month of you agreeing to its terms (i.e. the date you made your application). If your account/service is activated before payment is made then payment must be sent in full by return. If payment is not made in full within 14 days all technical support for the site will be revoked. If payment is still not made in the following 7 day period your account will be suspended on our systems. If payment is still not made in the following 7 day period, your account will be deleted from our servers and all DNS services will stop. All packages have a minimum term of 30 days unless the package has been paid for 1 year in advance in which case a 1 year commitment is required. 30 days prior to the end of your contract, you will receive a renewal invoice. If paying monthly, you will receive a monthly statement, available through your control panel. Refunds will not be provided.

## **Refund and Disputes**

All payments to Dinowebs are non-refundable unless they qualify for a money back guarantee. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in Dinowebs' sole discretion is a valid charge under the provisions of the TOS and/or AUP, you agree to pay Dinowebs an "Administrative Fee" of not less than £50 and not more than £150.

## **Failure to Pay**

The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

## **Money back guarantee**

Qualification for a money guarantee is strictly limited to those specific accounts that the offer is advertised on and the account must be cancelled within the first 30 days starting from when the account is activated and is only applicable to accounts paid by credit card. Failure to do so will leave the subscriber liable for all costs accrued on the account. Any usage of extra services on the account that are outside the included quotas and services must also be paid for in full even if the account is cancelled within the first 30 days.

## **Account Cancellation**

Requests for cancelling accounts may be made by email or post with at least 30 days notice but not more than 60 days prior written notice. You must have all account information to cancel.

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

## **New Domain Accounts**

All new web hosting accounts involving new domains will be set up and entered into our DNS servers within 3 to 5 business days. Due to unforeseen complications, however, this process may sometimes require up to 7 business days. If the new domain is registered by the account holder, there will be no handling fee. If the domain is registered by Dinowebs on behalf of the account holder a handling fee will be incurred.

## **Transfer of Domains**

New web hosting accounts which involve the transfer of a domain from another provider to Dinowebs will require a minimum of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (60) days. Due to the unpredictable nature of the transfer process, no guarantees are made regarding the amount of time a specific transfer may take. If the transfer of the domain is done by Dinowebs on behalf of the account holder a handling fee will be incurred. If the customer cancels service during the transfer period for any reason, all charges are considered earned.

## **Support Boundaries**

Dinowebs provides technical support via email with a service level response time of 48 hours (except for few holidays). We limit our technical support to our area of expertise. The following is our guidelines when providing support: Dinowebs provides support related to your server or virtual site physical functioning. Dinowebs does not offer tech support for application specific issues such as cgi programming, html or any other such issue.

## **Network IP Address Ownership**

If Dinowebs assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to Dinowebs, and Customer shall have no right to use that Internet Protocol address except as permitted by Dinowebs in its sole discretion in connection with the Services, during the term of this Agreement. Dinowebs shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by Dinowebs, and Dinowebs reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you **MUST** use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.

## **Bandwidth and Disk Usage**

Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). Dinowebs will monitor Customer's bandwidth and disk usage. Dinowebs shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in Dinowebs' sole and absolute discretion. If Dinowebs takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action.

Dinowebs reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of Dinowebs must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

## **Indemnification**

Dinowebs wishes to emphasize that in agreeing to the Dinowebs Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies Dinowebs for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to Dinowebs or the bringing of any claim against Dinowebs by any third-party. This means that if Dinowebs is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against Dinowebs, plus all costs and legal fees.

## **Miscellaneous Provisions**

You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

Dinowebs is not responsible for any damages your business may suffer. Dinowebs does not make implied or written warranties for any of our services. Dinowebs denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Dinowebs.

Dinowebs reserves the right to change these terms without notice.