



# Vision IT Services

Hosting : Provision of Services

Our Terms of Service are printed below. Our policy/ latest version of our terms of service will always be here. Please note that although this document is comprehensive it exists for the benefit of all our customers. 99.7% of websites hosted with us never cause a problem and are never in breach of these terms and conditions. Please contact us if you require any clarification or additional information on any aspects of these terms of service.

Our terms of service are broadly similar to our Data Centre Terms of Service. This is deliberate on our part to ensure any websites hosted on our servers are not in breach of our Data Centre Policies.

## **Privacy**

Vision IT Services will not sell, distribute, reveal, or otherwise make available any customer information. Should we need to contact you directly regarding your specific account or service we will do so via email only. Customers of Vision It Services will generally only receive notifications relating to their hosting account.

## **Money Back Guarantee**

## **Shared and Reseller Accounts**

If for any reason you are unhappy with the services you receive from Vision It Services during the first 30 days of service, you may request in writing via email using the email address registered with us that your services be discontinued at which time you will receive a full refund (minus any domain name fees).

## **New Accounts**

All new web hosting accounts purchased are set up within 48 hours by our account administrators. You will receive an email including login details after your purchase. Unforeseen circumstances, such as lack of connectivity between your ISP and Vision IT Services, that delay the passing of account information between Vision IT Services and you are out of scope and Vision IT Services accept no liability in this respect.

## **Domain Names and Domain Transfers**

In order for your domain name to point to our hosting services, you must change your DNS (Domain Name Servers) at your registrar. If you purchase a domain name from us we will do that for you. If you supply your own domain name you must make the changes yourself.

Clients are responsible for renewing their domain names. Vision It Services does not take responsibility for failing to renew domain names and you must remember appropriate dates and contact us accordingly. As a courtesy we will email clients whose accounts and domains are about to expire 60 and 30 days prior to expiry date but we cannot guarantee you will receive these emails. If your domain name was registered via our company, you must check and take appropriate actions to renew a domain that is about to expire. Please contact: [support@vision-it-services.co.uk](mailto:support@vision-it-services.co.uk) with specific questions regarding this.

## **Payments**

We prefer payment by cheque within 15 days of receipt of invoice (issued via e-mail with your hosting plan details as a pdf attachment). Postal Orders and Cash can be sent entirely at your own risk as we do not accept any responsibility for money sent through the post.

Where payments are not received, or, cheques bounce we reserve the right to initially suspend your account and keep control of your domain until all monies owed are paid to us. Where accounts are not renewed and paid for we will initially suspend the account on renewal date and will delete all files 30 days later from our server. This allows customers time to pay due money and retrieve their files.



## **Cancellations**

If you wish to cancel your services, you must provide written notification to us via an email to: support@vision-it-services.co.uk. You must ensure you take any appropriate backups prior to cancellation as once an account is cancelled on our servers no files will be available.

If you cancel your account and your payments still continue for any reasons such as 1) by fault of Vision It Services 2) by fault of the credit card processor 3) by fault of any other payment collection company we are not responsible for any overdraft fees that are issued by your financial institution.

## **Overage Charges**

Our service plans are designed to accommodate the majority of usage scenarios given the needs of our customers. However, your usage may vary and require additional allocations, specifically in the areas of storage and traffic. We will never charge your card automatically if your account requires more resources. You must keep your email address updated within your cPanel, so that you may receive an email when your account reaches certain limits determined solely by our system, ie. bandwidth exceedment warning at 80% at which time you may contact us to purchase a higher transfer quota for your account. If you do not contact us, the system will suspend your site if your allotments exceed.

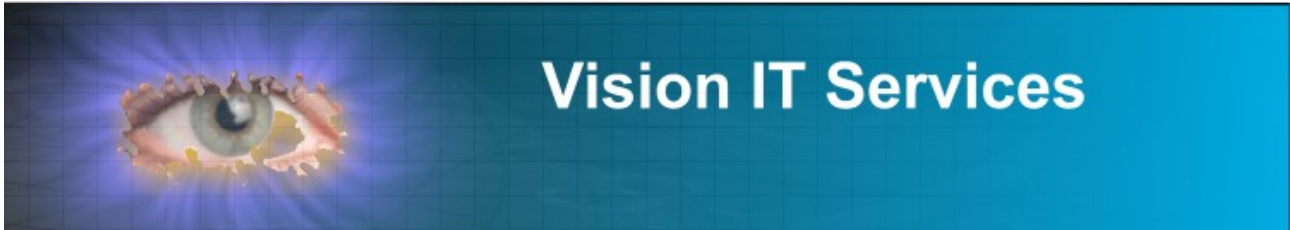
## **Content**

Vision IT Services believes in freedom of speech; however, any content (written, visual, or implied) in the following areas will not be tolerated and is grounds for immediate suspension of service racism or prejudice due to colour, creed, or belief; any violent/malicious/obscene content written, visual or implied. We will not tolerate any type of hate site including terrorist related websites on our network. If we receive notice that there is such a hate site hosted within our network, the customer hosting the material will be notified immediately. They are required to remove the content within a certain timeframe or will face account suspension and/or termination. We do not allow HYIP or AUTOSURF sites. Any content that at our discretion is not legal in the United Kingdom are not allowed. Vision IT Services will be the final judge in what we perceive to be legal and will not enter into any discussion with customers regarding this. You agree to these terms when paying for a hosting account with us.

We prefer that you self-govern your content and remain responsible and all-knowing of your website publically provides. Even if other users have access to your account, you are responsible for their actions. The resources and time needed to govern our servers by checking each website individually, which have growing and evolving content, is impossible. However, if Vision IT Services is made aware of any questionable content on a Vision IT Services hosted site, we will address the concerns immediately and directly with you to seek an amiable resolution.

## **Liabilities**

Vision IT Services, makes no endorsement, claims, or promises regarding the services offered by our customers and will not be held liable for any disputes or claims against said customers. In no event shall Vision IT Services be liable for any direct, indirect, incidental, consequential, special and exemplary damages, or any damages whatsoever, arising from the use or performance of a customer web site or from any information, services or products provided through a customer web site. If there is questionable content on any server in our network, we will not take any action against any material or action until the website is brought to our attention by emailing our abuse department at support@vision-it-services.co.uk.



## **Acceptable Use Policy (AUP)**

Vision IT Services is dedicated to providing top quality service at a very affordable price. The conditions which follow are necessary to ensure that we may continue to provide the best possible service to all of our customers whilst at the same time satisfying our legal and ethical responsibilities.

Failure to follow any condition will be grounds for immediate account deactivation without notice. Vision IT Services will be the sole arbiter as to what constitutes a violation of any of these provisions.

Activity which results in the suspension or deactivation of an account will result in a forfeiture of all fees paid. Complaints made regarding abuses of an account will be investigated and if found guilty will be grounds for immediate suspension.

To report suspected abuses or any violations of these policies, please contact our abuse department at [support@vision-it-services.co.uk](mailto:support@vision-it-services.co.uk)

## **ILLEGAL USAGE**

Vision IT Services servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, and IRC bots. Any type of forum/discussion board discussing where to obtain such files or one that distributes the files is also prohibited. The subscriber to Vision IT Services service agrees to indemnify and hold harmless Vision IT Services from any claims resulting from the use of the service that damages the subscriber or any other party. Vision IT Services will be the sole arbiter as to what constitutes a violation of this provision.

## **ILLEGAL CONTENT**

Vision IT Services does not allow background Daemons such as IRC bots; eggdrop; BitchX; XiRCON; and any other program that interferes with normal server operation. No warez is allowed. Web proxies are not tolerated. This includes NPH-Proxy, and web proxy. If your site is found to hold any proxy files, your account will be suspended. When using an account with shell, you are not allowed to run ANY servers or services on the Vision IT Services network. Servers are defined as perlbots, proxies, BitchX, psyBnc, root exploits, DDoS scripts, Shoutcast servers, etc. Running any of these will face an immediate suspension. Vision IT Services reserves the right to terminate an account for these activities also.

## **SOFTWARE DISTRIBUTION**

Vision IT Services web hosting accounts are not to be used for the purposes of distributing software and multimedia products. If you wish to distribute software and/or multimedia files, please contact our sales department at [sales@vision-it-services.co.uk](mailto:sales@vision-it-services.co.uk) for special arrangements.

## **FILE USAGE & STORAGE**

Vision IT Services web hosting accounts are not to be used for the purposes of distributing and/or storing an unusual amount of files. We are a web hosting company, not a remote file storage company. Any web site whose disk space usage for storing the files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of files. At that point, if we find that those files are illegal or harmful in any way, you will be notified. If you do not have any negative intentions such as causing harm to our server or to others with the files you keep, then you have nothing to worry about.



## **CHAT ROOMS**

Vision IT Services does not allow chat rooms on shared hosting environments. You may elect for a dedicated server to run a chat room efficiently. Chat rooms place a high CPU and Memory use on shared servers and can have a detrimental effect on other customers.

## **IRC**

Vision IT Services does not allow IRC or IRC bots to be operated on our shared or reseller servers. They are allowed on dedicated servers provided that no negative effects occur to our network.

## **SECURITY**

Users are prohibited from violating or attempting to violate the security of the Vision IT Services Network. Violations of system or network security may result in civil or criminal liability. Vision IT Services will investigate occurrences, which may involve cooperation with police authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

- 1) Accessing data not intended for such user or logging into a server or account, which such user is not authorized to access,
- 2) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization,
- 3) Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing",
- 4) Forging any TCP/IP packet header or any part of the header information in any e-mail or forum posting,
- 5) Taking any action in order to obtain services to which such User is not entitled,
- 6) Attempting to couple many hosting packages together to take advantage of massive space or bandwidth allocations,

## **SERVER ABUSE**

Any attempts to undermine or cause harm to a Vision IT Services server or customer of Vision IT Services is strictly prohibited. Any sub-networks of Vision IT Services and dedicated servers must adhere to the above policies. The failure to meet or follow any of the above guidelines are grounds for account deactivation. We reserve the right to remove any account without prior notice.



## **CLIENT RESPONSIBILITY**

The client is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery. The client is responsible for securing their username/password. The client assumes responsibility for all material on their site that may be put on by a third party (such as the usage of Free For All links pages). Use of Vision IT Services 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 web space by the client. The following examples are offered: Web Publishing: requires knowledge of HTML, properly locating and linking documents, FTPing Web contents, Graphics, text, sound, image mapping, etc. FrontPage web publishing: knowledge of the FrontPage tools as well as Telnet and FTP understanding and capability. CGI-Scripts: requires a knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc. Mail: a use of mail clients to receive and send mail, etc. The client agrees that he or she has the necessary knowledge to create and maintain their web space. Client agrees that it is not the responsibility of Vision IT Services to provide this knowledge or support outside matter specific to Vision IT Services servers.

## **BACKUPS**

Vision IT Services takes extreme steps to maintain system integrity. Vision IT Services shall not, however, be held responsible for loss of data due to any cause. To ensure the highest level of data protection, Vision IT Services recommends that ALL information be backed up on your own computer. As with any data that you hold a high importance to, it should be in more than one location at all times.

Vision IT Services data backups (taken at the data centre level) are designed against hardware failure not customer user error. We do take backups of all servers onto a separate hard drive within the server on a weekly basis. This should protect data in most eventualities but we cannot guarantee to get your data back should a hardware fault occur and by using our service you agree to this. We do promise best efforts in dealing with hardware failure.

## **ACTIONS TAKEN**

The failure by a customer to meet or follow any of the above policies/terms is grounds for account deactivation. Vision IT Services will be the sole arbiter as to what constitutes a violation of the AUP. Vision IT Services reserves the right to remove any account without prior notice.

When Vision IT Services becomes aware of an alleged violation of its AUP, Vision IT Services will initiate an investigation. During the investigation, Vision IT Services may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, Vision IT Services may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account. If such violation is a criminal offense, Vision IT Services will notify the appropriate police authorities of such violation.

Vision IT Services does not issue credits for outages incurred through service disablement resulting from AUP violations.

Vision IT Services customers agree to indemnify and hold harmless Vision IT Services from any claims resulting from the use of our services that damages them or any other party. The Vision IT Services service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Vision IT Services expressly disclaims any representation or warranty that the Vision IT Services service will be error-free, secure or uninterrupted. No oral advice or written information given by Vision IT Services, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. Vision IT Services and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.



## **MODIFICATION**

Vision IT Services reserves the right to add, delete, or modify any provision of this policy at any time without notice. The updated terms of service will be available from the Vision IT Services website or can be emailed to you by request to: [support@vision-it-services.co.uk](mailto:support@vision-it-services.co.uk).

## **REFUSAL OF SERVICE**

We reserve the right to refuse, cancel, or suspend service at our sole discretion. An example of refusal of service is if an account continues to abuse our policies after warnings. Refusal, cancellation or suspension of services especially holds true to issues with spam or any script abuse. Another example of refusal of service is if a customer becomes very unreasonable, unprofessional, extremely difficult to work with or threatening. Said customer's account will be suspended and we will recommend to the customer to find a new host. A backup of the account(s) will be provided in this case.

### **Resource Abuse Policy (RAP)**

Any website on our shared servers that uses a high amount of server resources (CPU, memory usage, and network resources) will be given an option to pay for a dedicated server. The abuse and misuse of system resources is a serious problem, and Vision IT Services does not tolerate it. Accounts on a shared server must be shared with other users, so we must limit how much of the CPU and memory that can be used by any one account.

In all fairness, we cannot allow one or two clients to use all of the system resources on a shared machine and have all other clients suffer because of it. Excessive CPU & memory usage by one or more clients causes extreme slowness in all areas: MySQL, Email, HTTP and more. If the CPU & memory usage by a few clients gets out of hand, all sites hosted on the machine will return errors and not be accessible in any way.

## **AVERAGE SERVER RESOURCE LIMITS**

- Memory usage may not exceed 10% per domain/file/application
- CPU usage may not exceed 15% per domain/file/application
- Apache connections may not exceed 30 connections
- 15 MySQL maximum user connections allowed
- 350 emails per hour, per domain

There are special exceptions to these rules to be determined at the time we discover abuse. There are different combinations of usage that can create problems and other special cases. At any given time a server is unstable and an account is found to be the cause, we reserve the right to suspend the account to keep the server online and operating normally. If the usage is an increasing trend, we recommend the user invest in a dedicated server so the website can grow at a normal rate without restriction.

## **SUSPENSIONS**

In the event your website has been suspended for resource abuse (abuse that cannot be resolved by removing/changing a script, etc.) and you do not wish to upgrade to a dedicated server to accommodate your site needs, we will only release the suspension within 24-48 hours. This is to ensure the CPU intensive site slows down in traffic to avoid further damage and problems. A backup will then be provided of your files or you will be allowed FTP/cPanel access for a certain time period. Any questions about our abuse policy may be answered by emailing our abuse department at [support@vision-it-services.co.uk](mailto:support@vision-it-services.co.uk)



## **Service Level Agreement (SLA)**

### **COVERAGE**

This web site availability service level agreement (SLA) applies to you if you have ordered any hosting plan ("service") and you are in good financial standing with Vision IT Services

### **SERVICE LEVEL**

Vision IT Services endeavours to have network connectivity available for http access by third parties 97% of the time ("web site availability"). We endeavour to achieve this goal and in the past 12 months we have exceeded this (average of 99%) on all our servers. However, we cannot offer any guarantees. If you require a guaranteed service at 97% and above, we recommend looking elsewhere. We cannot be held responsible financially, or, otherwise should your website not be available for a period of time.

### **CREDITS**

In the event that there is no web site availability, Vision IT Services will credit the monthly service charge for the service as calculated below and as measured 24 hours a day in a calendar month. The maximum credit is not to exceed the monthly service charge for the affected month (total yearly cost paid minus domain cost if applicable divided by 12):

Web site availability credit

below 90% = 25%

below 85% = 50%

below 80% = 100%

In order for you to receive a credit on your account, you must request such credit within five (5) business days after you experienced no web site availability so that we may check our stats and your stats. You must request credit by sending an electronic mail message to our billing department at [support@vision-it-services.co.uk](mailto:support@vision-it-services.co.uk). For security, the body of this message must contain your domain name, the dates and times of the unavailability of your web site, and such other customer identification requested by Vision IT Services. Credits will usually be applied within sixty (60) days of your credit request. Credit to your account shall be your sole and exclusive remedy in the event that there is no web site availability.

### **RESTRICTIONS**

Credits shall not be provided to you in the event that you have no web site availability resulting from (i) scheduled maintenance, (ii) your behaviour or the performance or failure of your equipment, programs or applications, or (iii) circumstances beyond Vision IT Services reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your Web Site.



## LIMITATIONS

Online problems occur continuously. There might come a time when you cannot access your website or any other service. This is not necessarily due to Vision IT Services. Perhaps your ISP is experiencing technical difficulties, or there might be a routing problem between your ISP and the data centre utilized by Vision IT Services, making communication difficult or impossible. We cannot bear the responsibility of such problems. Our monitoring agents determine the uptime of our service, and not any one client's experience.

## Mail Policy

### POP Checks Per Hour

In a shared hosting environment, having a few hundred POP3 accounts check mail every minute is abusive to the server and can increase server load. If you do not need to auto-check your mail accounts, please disable the feature in your email client and manually check your mail when needed. Because of users that do need to check their mail very often, we have to impose a mail policy for everyone's sake. This portion of our mail policy deals directly with POP checks per hour, per domain. Our default allowance per domain is 60 checks per hour. This can allow one account, for example: mail@domain.com to check every 1 minute. If you have two accounts: mail@domain.com and mail2@domain.com, the checks can be spread out between those accounts equally at 2 minute intervals. If you have more than two accounts, you can increase the intervals as needed. Please also remember that you can use email address forwarders; they can be extremely useful for you if you need to have multiple email addresses in use.

While we would like to let everyone poll the server as many times as they want, and for as many accounts that they have, we have to impose limits on our servers. We have to be realistic since the performance of the server is very important. It would be easier to have policies than to be on a server that is timing out on web requests, or having trouble queuing mail at all due to load spikes.

As covered earlier, we understand that in some cases you will have numerous people checking mail@domain.com, mail2@domain.com and mail3@domain.com. If you have many mail accounts under one domain, the policy will still have to apply as is. We cannot permit many accounts checking every minute, especially under ownership of one account, when there are ways to alleviate the effects. We will review this policy and increase the limit if server load appears not to be affected.

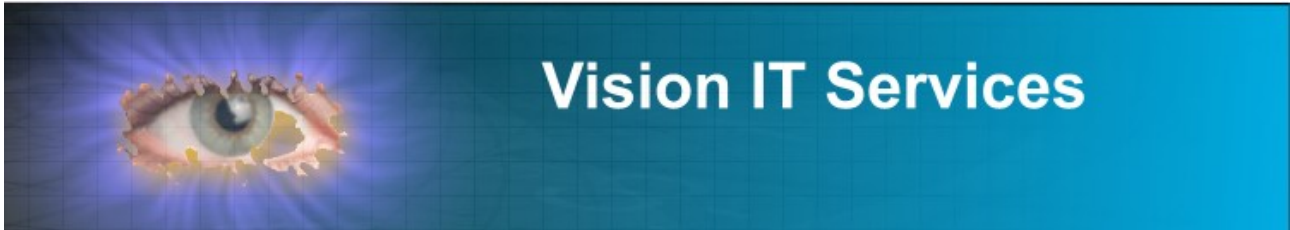
If you have popped your mail more than the amount of times allowed, your password will be rejected and you will see a message such as this:

There was a problem logging onto your mail server. Your Password was rejected. Protocol: POP3, Server Response: '-ERR You have exceeded the number of connections you are permitted to make per hour. Please wait a couple of minutes and try again.'

If this occurs, you can check your webmail at:

<http://www.domain.com/webmail>

So with that said, there will never be a point where you cannot access your email. There is always another route. In a shared environment, limits do need to be placed, there is no doubt about it. Problems occur if there are no limits at all. The reliability of a shared server relies on the success of proper planning and management.



It is important to note that at times a server's limits will be changed from what they were set to previously. Accounts on an individual server have different (and sometimes unpredictable) needs and perform varying activities. We can state that the limits will remain at X and Y, but if a server is showing signs of trouble, we will need to cut additional corners on what processes are using the most CPU time. On the flip side, if we see a server is performing perfectly as is for months, we can then expand the limits gradually until a new comfortable but safe zone is reached. However, this mantra can be applied to many aspects of server use policies, not just mail.

### **Opt-in Email Marketing**

If you choose to engage in marketing your site and/or services via email please heed the following. The only permitted form of email marketing is that in which the list is "opt-in". By definition, opt-in is where people provide you with their email address specifically requesting to be on your email list for information about your site and/or service. Even opt-in has its share of issues, so we cannot guarantee we will host this type of site on our network. If we find your account transmitting email to persons that did not authorize such activity, that is grounds to suspend and terminate your site.

Note: On the flip side, the joining of an opt-in email list does not guarantee the legitimacy of such a list. Please contact us before joining any such list so that you will not be a victim of spam from second and third parties of such lists. We would be happy to help you determine if a list looks legitimate.

### **UCE, UBE, Spam**

Vision IT Services has a zero tolerance policy regarding unsolicited commercial email (UCE) and unsolicited bulk email (UBE) also known as "spam". The definition of spam:

An electronic message is "spam" IF: (1) the recipient's personal identity and context are irrelevant because the message is equally applicable to many other potential recipients; AND (2) the recipient has not verifiably granted deliberate, explicit, and still-revocable permission for it to be sent; AND (3) the transmission and reception of the message appears to the recipient to give a disproportionate benefit to the sender.

You will be cited with "UCE/UBE Abuse" if you send any email to persons who have not specifically asked to receive email from you. The sending origin of such email is irrelevant. Upon confirmation of abuse, any Vision IT Services customer engaging in this practice will have their service suspended. Not only does spam place a strain on the server that can negatively effect that server's uptime record and performance record, you subject that server to the possibility of being blacklisted. Getting a server IP taken off a blacklist is a very time consuming process and while the process happens many customers are affected as mail bounces. We must all work together on a shared server to ensure blacklisting does not happen.

If your site will be sending mailings out to subscribers, this is a checklist of what you are required to do:

You must not try to hide, forge or misrepresent the sender of the e-mail and sending site of the e-mail.

Bulk mailings must specifically state how the persons' e-mail addresses were obtained and must indicate the frequency of the mailing.

Bulk mailings should contain simple and obvious unsubscribe mechanisms. We recommend that this be in the form of a working link to a one-click unsubscribe system; however, a valid "reply to:" address may be used instead.

All subscription based e-mail must have valid, non-electronic, contact information for the sending organization in the text of each e-mail including either a phone number or physical mailing address.



All bulk e-mail must be solicited, meaning that the sender has an existing and provable relationship with the e-mail recipient and the recipient has not requested not to receive future mailings from the sender. Documentation of the relationship between the sender and the recipient must be made available upon request.

### **Prohibited Uses of Vision IT Services Systems and Services Regarding Spam**

**Sending Unsolicited Bulk Email ("UBE", "spam").** The sending of any form of Unsolicited Bulk Email through Vision IT Services servers is prohibited. Likewise, the sending of UBE from another service provider advertizing a web site, email address or utilizing any resource hosted on Vision IT Services servers, is prohibited. Vision IT Services accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

**Running Unconfirmed Mailing Lists.** Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Vision IT Services customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any Vision IT Services hosted domain, or referencing any Vision IT Services account, is prohibited.

Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org](http://www.spamhaus.org).

We receive automatic reports from Spamhaus, AOL and SpamCop for our IP ranges. If there are more than three complaints logged against your site in one day, the site will be suspended until a resolution/explanation is made.