

Terms of Service

By using services provided by Digital Synergy Limited and/or any of the sub-brands or trading names belonging to Digital Synergy Limited (hereafter referred to as "Hub Hosting," "the company," "we," "us," "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 Hub 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

2. ACCOUNT CREATION AND CONTACT INFORMATION

2.1 The service(s) will be setup and activated on your account after the payment has been received and screened for potential fraud by partners involved in transactions and payments. Hub Hosting uses fraud detection tools to scan each order and deliver a fraud score. It is at the discretion of Hub Hosting to accept or deny an order based on the information provided through this tool or other means.

2.2 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.

2.3 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 email address. The primary contact method for Hub 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. Hub 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is not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain.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, Hub 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.

2.4 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 Digital Synergy Limited may only be used for lawful purposes. The laws of Republic of Ireland and any applicable EU directives is in affect on all services used provided. In addition to the laws of Republic of Ireland and any applicable EU directives, the federal/state/local law of each respective country/state/city Hub 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 Digital Synergy Limited free from any claims resulting from the use of our services. Digital Synergy 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, Hub Hosting will immediately suspend the services and report the offence to appropriate agencies. Hub Hosting will cooperate fully with the agencies.

4. USER CONTENT AND ACCOUNT SECURITY

4.1 Hub 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.

4.2 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.

4.3 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 Hub 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 and block chain. 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).

4.4 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 Hub 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 Hub 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.

4.4 Solely for purposes of providing the Services, you hereby grant to Hub 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, Hub Hosting does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

4.5 Hub Hosting exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through Hub Hosting's computers, network hubs and points of presence or the Internet. The client acknowledges and agrees that Hub Hosting may, but is not obligated to, immediately take any corrective action in Hub 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 Hub Hosting shall have no liability due to any corrective action that Hub Hosting may take.

5. HUB 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 Digital Synergy Limited or the subsequent licensors. Hub 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 Hub 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 Digital Synergy Limited and by Hub Hosting's Licensers.

6. ZERO TOLERANCE SPAM POLICY & ABUSE PROCEDURE

6.1 If you are not a client and wish to report an abuse issue, please e-mail [abuse\(at\)hub-hosting.com](mailto:abuse@hub-hosting.com) and provide full details of the incident. Our Abuse Department will take appropriate action. One of our team will respond to you within five working days max, usually a lot quicker.

6.2 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 'Spamvertisement' via fax, e-mail, phone, instant messages, SMS and organisations/entity listed on ROKSO. In the event of the anti-spam policy being breached Hub 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 Hub Hosting.

6.3 If your actions have lead to any IP addresses on our network being blacklisted, Hub 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.

6.4 Hub Hosting's abuse department has a three (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 three (3) 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 a record in writing. 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. PAYMENTS

7.1. The client agrees to supply the charged amount on the due date to Hub 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). Hub 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.

7.2. 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.

7.3. 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, Hub 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, Hub Hosting reserves the right to suspend the service(s) in question. After 15 days overdue, Hub 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, Hub Hosting may pursue the collection costs incurred by the company, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. Hub Hosting will not activate new orders or activate new packages for clients who have an outstanding balance on their account.

7.4. 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 Hub Hosting in the first instance.

7.5. All payments are final and non-refundable. Refunds/account credits are only provided at the discretion of Digital Synergy Limited. Hub Hosting reserves the right to change the amount charged for the services at any given time. Any chargeback(s) (or equivalent) against Hub 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 Hub 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 Hub Hosting.

7.6 Unless otherwise provided, you agree that until and unless you notify Hub Hoating 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.

7.7 Domain renewal notices are provided as a courtesy reminder and Hub 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, Hub Hosting is not liable due to any missed payments. The client is responsible for ensuring their services are active and renewed as needed.

7.8. 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. Hub 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.

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

7.10. Discounts and promotional codes are reserved for their sole use as described in the information provided at the time. Hub 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

8.1 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. Digital Synergy Limited reserves the right to cancel any account at any time with or without notice. All payments made to Digital Synergy Limited are final. Refunds will only be given at the discretion of Digital Synergy 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.

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

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

8.3 All payments are final and non-refundable. Refunds/account credits are only provided at the discretion of Digital Synergy Limited. Hub Hosting reserves the right to change the amount charged for the services at any given time. Any chargeback(s) (or equivalent) against Hub 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 Hub 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 Hub Hosting.

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

8.5 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

Digital Synergy Limited provides a 30 day money back guarantee for new customers who have purchased a shared hosting plans. To avail of the Money Back Guarantee, a customer must submit a cancellation request for the hosting service and then open a support ticket with our billing team requesting the refund. Both steps must be completed within the first 30 calendar days of the new hosting service. This guarantee does NOT apply to WordPress Cloud or cloud servers, SSL certificates, product addons, website builders, security software, third-party software, license fees, installation/setup fees. Only first-time customers 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. This guarantee excludes any fees paid for domain name registrations/transfers. If a domain name has been included for free with the hosting plan, before issuing a refund under the Money Back Guarantee, we will deduct an amount equivalent to the regular fee for the domain name.

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(at)hub-hosting.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.

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.

10. RESOURCE USAGE LIMITATIONS

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

10.1 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) 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.
- 9) Run any kind of block chain

10.2 Wordpress Cloud

- 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.

10.3 Clouds

11. BACKUPS AND DATA LOSS

Hub 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. Hub 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 Hub Hosting servers. While Hub 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. RESELLER SERVICES

Resellers are responsible for supporting their clients. Hub 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. Hub 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 Hub 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.

13. LEGACY CLIENTS & PLANS

Hub Hosting evaluates and reviews the hosting plans provided by other companies acquired by Hub Hosting on a regular basis. If Hub 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.

14.1 If your shared / reseller 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 Hub Hosting dependent 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.

14.2 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 must be made within seven (7) days after the alleged incurred downtime, or else the request might be denied at the discretion of Hub Hosting. All requests must be made in writing via email or through our ticketing system. Uptime guarantees only apply to shared and reseller services.

14.3 Wordpress Cloud and Cloud 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.

14.4 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 Digital Synergy Limited administration is not included within the Service Level Agreement.

14.5 Hub 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 Digital Synergy 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

Hub 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

17.1 The client agrees that it shall defend, indemnify, save and hold Hub Hosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Hub 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.

17.2 The client agrees to defend, indemnify and hold harmless Hub Hosting against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Digital Synergy Limited and its affiliated companies; (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 Hub Hosting servers. Under no circumstances, including negligence, shall Hub Hosting, its offices, agents or any one else involved in creating, producing or distributing Hub Hosting services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Hub 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 Hub Hosting records, programs or services.

C. Clients hereby acknowledge that this section shall apply to all content on Hub Hosting and its trading names' servers. By using any Hub Hosting services, you agree to binding arbitration. If any disputes or claims arise against Hub Hosting or its subsidiaries, such disputes will be handled by an arbitrator of Hub 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. Hub Hosting shall not be responsible for any damages your business may suffer. Hub Hosting makes no warranties of any kind, expressed or implied for services we provide. Hub 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 Hub 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

Hub 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 Hub 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.

Cork, 26.06.2024

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