

Terms and Conditions

1.) Account Setup We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address, which is not @ the domain(s) you are signing up under.

2.) Content All services provided by us may only be used for lawful purposes. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, pornography.

3.) Zero Tolerance Spam Policy We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double optin" will be treated as spam. Any user who sends out spam will have their account terminated without notice.

We reserve the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with this policy, at our sole discretion. We also reserve the right to make any such modifications in an emergency at our sole discretion.

4.) Payment Information You agree to supply appropriate payment for the services received from us, in advance of the time period during which such services are provided. You agree that until and unless you notify Bukowski Web-Hosting of your desire to cancel any or all services received, those services will be billed on a recurring basis. We reserve the right to change the monthly payment amount and any other charges at anytime however, we will inform you by email one month in advance of any such changes.

5.) Backups and Data Loss Your use of the service is at your sole risk. We are not liable for files and 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 our servers.

6.) Cancellation and Refunds We reserve the right to cancel the account at any time.

Customers may cancel the account giving one months notice prior to the date of cancellation. Any refunds for unused time will pro-rata calculated from the date of purchase to the date of cancellation (or in the case of monthly payment; from the date of the last payment to the date of cancellation). Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us

7.) Resource Usage Users may not initiate the following:

a) Use 25% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.

b) Run any type of interactive real-time chat applications that require server resources. Remotely hosted services are fully allowed.

c) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.

d) Run any software that interfaces with an IRC (Internet Relay Chat) network.

e) Run any gaming servers such as counter-strike, half-life, battlefield1492, etc

8.) Bandwidth Usage You 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, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

9.) Price Change The amount you pay for hosting will not increase for a minimum of 12 months from the date of purchase. We reserve the right to change prices listed on our site, and the right to increase the amount of resources given to plans at any time.

10.) Indemnification Customer agrees that it shall defend, indemnify, save and hold us harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against us, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless any liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with us; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Bukowski Web-Hosting server.

11.) Disclaimer We will not be responsible for any damages your business may suffer. We make no warranties of any kind, expressed or implied for services we provide. We disclaim 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 our employees and us. Bukowski-Web Hosting is not liable for Virus Infections, Hacker Attacks and any consequential data loss or damage Free technical support is only given on matters relating to domain name registration/transfer, site hosting and control panel. It is not given on matters relating to internet connectivity, network and PC Hardware/Software issues

12.) Changes to the TOS We reserve the right to revise its policies at any time without notice.