

Terms Of Service

MezoHosting.com ("The Company") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of **MezoHosting.com** Service constitutes acceptance and agreement to **MezoHosting.com**'s TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of **MezoHosting.com**. We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms and conditions (and the provisions of any policies applicable to the Service(s)) or vary the Service(s) by giving at least 14 days prior notice to the Announcement page and/or via email sent to your billing e-mail address. You should also check these terms periodically for changes. Your continued use of **MezoHosting.com**'s Service(s) following the posting of changes to these terms and conditions and/or the Service(s) will mean you accept those changes. If you do not agree to any such modified terms, you will be entitled to cancel our contract via the standard communication methods.

This Agreement shall be construed in all respects in accordance with the laws of the United Kingdom.

1. **Disclosure to Law Enforcement:** The TOS 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 **MezoHosting.com** shall have the right to terminate all service set forth in this Agreement.
2. **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.
3. **Payments and Fees:** Service will be interrupted on accounts that reach 1 days past due. Accounts not paid by due date are subject to a 10% late fee. Accounts that are not collectable by **MezoHosting.com** may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than £25 nor more than £200. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.
4. **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.
5. **Account Cancellation:** Requests for cancelling accounts may be made via our website with at least 30 days notice but not more than 60 days prior written notice.

Please submit your request via [Client Area](#)

You must have all account information to cancel.

All hosting accounts have a minimum retention period of 30 days. Dedicated Servers have a minimum retention period of 30 days. Colocation services have a minimum retention period of 30 days. These retention times can change if a separate contract is issued, however, you will be notified if you are subject to this.

Colocation Subscribers issued with a PAC key must return this to us immediately. Should this not be received within 14 days of account closure, you agree to pay **MezoHosting.com** an "Administrative Fee" of £25.

You may also cancel a new order as long as the service has not started internal provisioning. If this is the case, the fee standard to one month of service will be charged.

6. **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.**
7. **Transfer of Domains:** New webhosting accounts which involve the transfer of a domain from another provider to **MezoHosting.com** 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 **MezoHosting.com** 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.
8. **Support Boundaries: MezoHosting.com**, provides 24 x 7 technical support to our subscribers (except for few holidays and short company meetings when we close our center.) We limit our technical support to our area of expertise. The following is our guidelines when providing support: **MezoHosting.com** provides support related to your server or virtual site physical functioning. **MezoHosting.com** does not offer tech support for application specific issues such as cgi programming, html or any other such issue. **MezoHosting.com** does not provide technical support for YOUR customers. If you can email, we encourage you to email team@mezohosting.com for assistance. If you are able to get online and have other questions, the answers may be on our home page at <http://www.mezohosting.com/billing> - we encourage you to check there first. Lastly, the Help files in the program you are using may have the answer to your question so please do investigate these resources before calling tech support.
9. **SPAM and Unsolicited Commercial Email (UCE): MezoHosting.com** takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of **MezoHosting.com** may not use or permit others to use our network to transact in UCE. Customers of **MezoHosting.com** may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.
 - a. Violation of **MezoHosting.com's** SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, **MezoHosting.com** will initiate an immediate investigation (within 48 hours of notification). During the investigation, **MezoHosting.com** may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, **MezoHosting.com** may, at its sole discretion, restrict, suspend or terminate customer's account. Further, **MezoHosting.com** reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. **MezoHosting.com** will notify law enforcement officials if the violation is believed to be a criminal offense.
 - b. First violations of this policy will result in an "Administrative Fee" of \$500 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$1000 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$400 per hour that **MezoHosting.com** personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.
 - c. As our Customers are ultimately responsible for the actions of their clients over the **MezoHosting.com** network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

IMPORTANT NOTICE:

BEGINNING IMMEDIATELY, anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove **ANY** and **ALL** traces of the offending material immediately upon reconnection and agree

to allow us access to the server to confirm that all material has been **COMPLETELY** removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation **WILL** be immediately and permanently removed from our network without notice.

10. Network

- a. **IP Address Ownership:** If **MezoHosting.com** assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to **MezoHosting.com**, and Customer shall have no right to use that Internet Protocol address except as permitted by **MezoHosting.com** in its sole discretion in connection with the Services, during the term of this Agreement. **MezoHosting.com** shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by **MezoHosting.com**, and **MezoHosting.com** 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.
- b. **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"). **MezoHosting.com** will monitor Customer's bandwidth and disk usage. **MezoHosting.com** 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 **MezoHosting.com**'s sole and absolute discretion. If **MezoHosting.com** 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. **In the event that a customer exceeds the included allocation, MezoHosting.com may, at its sole discretion, collect a deposit, in an amount determined by MezoHosting.com, against customer's credit card on file with MezoHosting.com.**
- c. **System and Network Security:** Users are prohibited from violating or attempting to violate the security of the **MezoHosting.com** Network. Violations of system or network security may result in civil or criminal liability. **MezoHosting.com** will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:
 - i. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
 - ii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
 - iii. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
 - iv. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
 - v. Taking any action in order to obtain services to which such User is not entitled.

11. Notification of Violation:

- a. **MezoHosting.com** is under no duty to look at each customer's or user's activities to determine if a violation of the TOS has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

- b. First violation: Any User, which **MezoHosting.com** determines to have violated any element of this TOS, shall receive an email, warning them of the violation. The service may be subject at **MezoHosting.com**'s discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.
 - c. Second Violation: Users that **MezoHosting.com** determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.
 - d. We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.
12. **Suspension of Service or Cancellation:** **MezoHosting.com** reserves the right to suspend network access to any customer if in the judgment of the **MezoHosting.com** network administrators the customer's server is the source or target of the violation of any of the other terms of the TOS or for any other reason which **MezoHosting.com** chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.
13. **MezoHosting.com** reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of **MezoHosting.com** 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.
14. **Indemnification:** **MezoHosting.com** wishes to emphasize that in agreeing to the **MezoHosting.com** Terms of Service (ToS), customer indemnifies **MezoHosting.com** for any violation of the Terms of Service (ToS) that results in loss to **MezoHosting.com** or the bringing of any claim against **MezoHosting.com** by any third-party. This means that if **MezoHosting.com** is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against **MezoHosting.com**, plus all costs and attorney's fees.
15. **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. 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.
 - b. 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.
 - c. **MezoHosting.com** takes no responsibility for any material input by others and not posted to the **MezoHosting.com** Network by **MezoHosting.com**. **MezoHosting.com** is not responsible for the content of any other websites linked to the **MezoHosting.com** Network; links are provided as Internet navigation tools only. **MezoHosting.com** disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.
 - d. **MezoHosting.com** is not responsible for any damages your business may suffer. **MezoHosting.com** does not make implied or written warranties for any of our services. **MezoHosting.com** 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 **MezoHosting.com**.

- e. It is absolutely forbidden to host anonymous proxies/remailers or IRC servers on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.
16. **Responsibility for Content:** You, as **MezoHosting.com**'s customer, are solely responsible for the content stored on and served by your **MezoHosting.com** server.