

# UnixGuru Hosting Terms of Service

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## Agreement

This agreement is by and between [www.UnixGuru.co.uk](http://www.UnixGuru.co.uk) ("**UnixGuru Hosting**") and You, your agents, successors and assigns ("**You**"), and is made effective as of the date of execution.

This agreement sets forth the terms and conditions of Your use of UnixGuru Hosting's services ("Services") and explains UnixGuru Hosting's obligations to You and Your obligations to UnixGuru Hosting in relation to the services You purchase.

This agreement as well as any additional UnixGuru Hosting policies, together with all modifications thereto, constitute the complete and exclusive agreement between You and UnixGuru Hosting concerning Your use of UnixGuru Hosting's services and supersede and govern all prior proposals, agreements, or other communications. All UnixGuru Hosting policies and agreements specific to particular a Service are incorporated herein and made part of this agreement by reference.

By purchasing UnixGuru Hosting's services, You acknowledge that You have

- read
- understood
- agree to be bound by

all terms and conditions of this agreement and any other policies or agreements made part of this agreement by reference, as well as any new, different or additional terms, conditions or policies which UnixGuru Hosting may establish from time to time, and any agreements that UnixGuru Hosting is currently bound by or will be bound by in the future.

You may download and view the latest version of this agreement online.

<https://clientarea.unixguru.co.uk/page/terms-of-service>

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with UnixGuru Hosting, whether or not the transactions were on Your behalf.

# 1. Acceptance of Agreement

You agree to the terms and conditions outlined in this Terms of Use agreement with respect to our site and company.

This agreement constitutes the entire and only agreement between UnixGuru Hosting and You and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to UnixGuru Hosting, the content, products or services provided by or through UnixGuru Hosting, and the subject matter of this agreement.

The latest agreement will be posted online, and you should review this agreement prior to using UnixGuru Hosting.

This agreement may be amended at any time by UnixGuru Hosting without specific notice to you, so you agree to review it periodically.

## 2. Account Setup

### 2.1 Fraud Screening

#### 2.1.1 MaxMind

We will forward Your name, address, telephone number, and IP information along with the order to MaxMind (<https://www.maxmind.com/>) electronically.

Maxmind performs an instantaneous fraud/risk-assessment using the details provided.

If the order is considered to be a risk by MaxMind your invoice is cancelled before you have the opportunity to pay, halting your application for services.

We may then, at our discretion, if requested by You, take further action to confirm your identity and the likelihood of fraud which may lead to the purchase to continuing.

If you pass the risk-assessment and your order is accepted and delivered, we may still choose to follow up any order with additional steps to confirm your identity, including contacting you by email or telephone.

#### 2.1.2 Fraud Record

We also check to see that you have not been registered with Fraud Record (<https://fraudrecord.com/>) for skipping payments or causing issues at other hosts previously.

### 2.2 Receipt of Payment

Once you have passed our risk assessment and paid your invoice, your services will be queued for delivery, and your access details will be emailed to your shortly afterwards.

### 2.3 Email Address

- It is your responsibility to provide UnixGuru Hosting with a genuine working email address which you monitor regularly.
- If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose.
- Providing false contact information of any kind will result in the termination of your account upon discovery.
- Failure to respond in a timely fashion to warning emails sent will result in suspension of your account.

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## 3. Payment & Payment Information

### 3.1 Payment In Advance

You agree to provide payment for the services provided by UnixGuru Hosting, **in advance** of the time period during which such services will be provided.

You agree that until and unless you notify UnixGuru Hosting of your desire to cancel any or all services received, those services will be billed on a recurring basis.

As a client of UnixGuru Hosting, it is Your responsibility to ensure that Your payment information is up to date and that all invoices are paid on time.

Payments are expected to be have been made and cleared by the end of business on the 1st of every month.

Unpaid accounts will have a 10% late payment fee added and will be suspended until payment is received.

Un-suspension is usually automated and occurs after you have made payment and the funds have cleared, however, should your account not automatically be un-suspended; please notify the billing support via a support ticket.

(Please note the Billing Support are only available 9am-5pm Mon-Fri).

#### 3.1.1 Invoicing

UnixGuru Hosting will email an invoice for hosting services, to the email account specified in the [Client Area Portal](#), 21 days before the invoice is due for payment and will follow it up with a reminder 14 days later (7 days to go) if the invoice remains unpaid.

Further reminders will be sent 1, 7 and 14 days after payment is due.

All unpaid invoices are made available to download and pay, from inside the Client Area Portal.

After paying an invoice, wait 5 minutes, before checking that the billing system has marked your invoice as paid.

## 3.1.2 Service Suspension

In order to remain a profitable and healthy company, we suspend the service of customers who have not paid for their services until their invoice is paid.

UnixGuru Hosting runs a pre-paid service, there is no grace period for non payment.

### 3.1.2.1 Shared & Reseller Hosting

- Non-payment will result in the suspension of your services on the 2<sup>nd</sup> of the month until the balance has been paid.
- You will still be charged for the period during which your account is suspended.

### 3.1.2.2 VPS Hosting

- Non-payment will result in the suspension of your services on the 2<sup>nd</sup> of the month until the balance has been paid.
- You will still be charged for the period during which your account is suspended.

## 3.1.3 Service Termination

### 3.1.3.1 Shared Hosting

- If non-payment persists beyond 21 days your services will be terminated and your service accounts deleted.
- Your data may be held in the R1Soft backup system for a period up to 3 months following the termination of your services.

### 3.1.3.2 VPS Hosting

- If non-payment persists beyond 7 days your services will be terminated and your VPS memory/disk space and IPs will be released back into the pool.

### 3.1.4 Reinstatement of Terminated Shared & Reseller Services

- Reinstatement of Terminated Shared, Reseller & Elastic services will be made from a Weekly (DirectAdmin) backup and not from R1Soft.

### 3.1.5 Reinstatement of Terminated VPS Services

- *No reinstatement of VPS or Dedicated Servers is possible, as the hardware and Ips will have been released back into the Pool and reused for other customers.*

### **3.1.6 Claim to backups of Service following suspension or termination.**

- Any claim to the backup data for your domains and services ceases if you have not paid all overdue invoices.
- If your account has been terminated for abuse reasons, likewise, any claim to backups made by our systems is void.

## **3.2 Adding Funds**

If you like to manually make payments rather than subscribe, but for some reason, you are not able to make the payment between the invoice date and the due date for the invoice, you are able to add funds to your account in advance, in the client area portal. When an invoice is produced and your account balance is greater than the total of the invoice, the invoice will be paid directly from your account.

This is particularly useful for Elastic Accounts, where you may upgrade for a number of days and then downgrade again. Money will be taken or recredited back to your funds. (You cannot withdraw funds).

## **3.3 Cancellation**

- Cancellations must be submitted via the [Client Area Portal](#)
- Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you that your account or service(s) has been cancelled.
- You have the option of cancelling immediately or at the end of your subscription period.

## **3.4 Payment Disputes**

### **3.4.1 Where service is still active**

- If a payment dispute is lodged for a service that is still active UnixGuru Hosting will expect that service continues to be paid for until a satisfactory conclusion has been agreed.
- Non-payment will still result in suspension/termination.

### **3.4.2 Where Customer has broken Terms of Service**

If a payment dispute is lodged after UnixGuru Hosting has suspended or terminated a service for breach of Terms of Service, we reserve the right to

divulge the infringer's information and their breaches to the payment services (Paypal, Stripe or Go-Cardless etc.) as we do challenge such chargebacks.

### **3.5 Prices & Discounts**

UnixGuru Hosting may provide introductory discounts to new customers, from time to time, this recognises that you will not be using the services fully until you have learnt how to use them and have fully populated your accounts.

For example; If you are a reseller you might need some time to get your customers on board.

Should you wish to upgrade your account; the full price will be charged for the upgraded service, as it will have been deemed that your account is now fully populated.

Wholesale prices for Power, Connectivity and Hardware change over time and so can the cost of providing the services to you. So each year we review the prices and change them if increases are necessary to maintain levels of profitability.

If you have been hosting with us for less than 1 year, we will honour that price for 12 months.

If you have a recurring discount, UnixGuru will apply any discount for the first 12 months or billing period if longer. After this time, you will be moved to the standard pricing for your account type and billing period at that time.

### **3.6 Late Fees**

Historically UnixGuru Hosting charged a 10% late fee on the 2<sup>nd</sup> of the month.

This is no longer the case. Accounts with outstanding invoices are now suspended on the 2<sup>nd</sup> of the month. When the invoice is paid, the accounts are unsuspended automatically.

## 4. Network Security

Customers may not use the UnixGuru Hosting network to attempt to circumvent user authentication or security of any ISP, host, network, or account.

This includes, but is not limited to:-

- Accessing data not intended for the customer
- Logging into a server or accounts that the customer is not expressly authorised to access
- Password cracking
- Probing the security of other networks in search of weakness(es)
- Violation of any other organisation's Security Policy
- Controlling or running botnets

Customers may not attempt to interfere or deny service to any:-

- ISP
- User
- Host
- Network

This includes, but is not limited to:-

- Hacking
- Phishing
- Flooding
- Mail bombing
- Spamming
- DoS or DDoS'ing

or other deliberate attempts to overload or crash an ISP, host or network.

To protect its network UnixGuru Hosting will regularly audit for malicious activity, using automated tools.

Files found to contain malware or viruses will be removed automatically and without notice.

UnixGuru Hosting will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with Law Enforcement Authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

## 5. Backup/Restores

- UnixGuru Hosting backs up all client data, for use in the case of a system failure, or compromise.
- R1Soft Backups are continually taken every hour.
  - Snapshots are taken every hour
  - Daily archives are retained for 7 days.
  - Weekly archives are retained for 4 weeks.
  - Monthly archives are retained for 3 months
- You have access to any of your backups we still have on our system through our R1Soft Plugin/R1Soft Portal in Your control panel.
- We provide access to the customer through their control panel to restore our R1Soft Backups or create/restore their own control panel backups.
- As we provide You with the means to restore or download your own data from our backups. If you wish us to perform this service for you, a charge of £30 (20 minutes of engineer's time) will be made to cover labour costs.
- The backups taken are in case of system failure and validation of backups is tested regularly, however customers are advised to keep their own backups in addition to our own. We will not accept liability for being unable to restore your data.
- It is possible that a site and/or file may not be able to be restorable without our knowledge.
- UnixGuru Hosting recommends that the customer periodically and frequently backup their site to their local computer or backup system.

## 6. Resource Usage

### 6.1 Resource Usage

User may not:

- Use more resources than the hosting package purchased specifies on ANY Service.
- Run any type of web spider or indexer on Shared Hosting servers.
- Run any bit torrent application, tracker, or client on Shared Hosting servers.
- Perform any botnet related tasks or use any botnet related software.
- Link accounts together to gain greater resources
  - i.e. Use a database from one account for a website in another.

### 6.2 Resellers & Overselling

- No overselling is allowed on the UnixGuru platform, as it often results in poor server performance.

### 6.3 Inodes (on Shared & Reseller Hosting)

Shared accounts have a 50 inodes per MB quota (51,200 per GB) and are unable to create more files than this, requiring them to upgrade their package in order to create more inodes.

You cannot change this ratio, as our script hooks correct this ratio every time an account is created or modified.

Every file:-

- HTML Webpage
- CGI/PHP Script
- Image File
- Email
- Backup

uses 1 inode.

The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled but never checking their catchall account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past its inode limit.

For this reason: Catch-All email addresses for domains are disabled by default on the DirectAdmin panel, but customers may opt to have catchall option enabled.

## 6.3 Bandwidth Usage

You are allocated a monthly bandwidth allowance as specified by your hosting package. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to any of the following:

- suspend the account until
  - o the start of the next allocation
  - o you upgrade to a package with more bandwidth allowance

Unused transfer in one month is not carried over to the next month.

To ensure uninterrupted service, we ask that you respond to all correspondence with you regarding over-usage without delay.

## 7. Uptime

If your shared server fails to maintain 99% uptime over the period of one month, you may be eligible to receive a service credit on your account. ■

Approval of the credit is at the discretion of UnixGuru Hosting and is dependent upon justification provided.

Our servers and Your websites are monitored by a 3<sup>rd</sup> Party, StatusCake. It is their report we will use to assess your claim.

Downtime is only considered downtime if the platform is unavailable, not if a particular website doesn't work or is overloaded.

### 7.1 Planned Maintenance

UnixGuru Hosting needs to perform planned and emergency maintenance to avoid future compromises and downtime. Planned maintenance can be seen at <http://www.unixguru.co.uk/maintenance/> and is not counted as downtime.

### 7.2 VPS Startup & Shutdown Scripts

Occasionally an OpenVZ node will need to be rebooted, for various reasons including maintenance/fix/patching or another Guest had problems. It is a customer's responsibility to ensure that their machine has the correct shutdown and start-up scripts in place to ensure that their server and services can withstand an emergency reboot if necessary.

Equally, if a client VPS/VDS has exhausted memory and not responding, UnixGuru Hosting may decide to reboot the troubled server, in which case the start-up scripts must be able to handle the reboot.

UnixGuru Hosting does not find VPS/VDS machines without correctly configured shutdown & startup scripts subject to the uptime guarantee or eligible for service credits as we only consider it an outage if the node is unavailable not the VPS.

## 8. Service Security

### 8.1 Valid Email Address

Please ensure that you have a valid email address that you can access registered on the Client Area Portal at all times. To ensure that we only carry out work instructions from authorised persons, we won't reply to any support tickets raised by persons not logged into the client portal, with the correct account for that service.

You will need access to this email address should you forget your Client Area Portal email address and need to reset it.

### 8.2 Automated Vulnerability Patching

UnixGuru Hosting's primary concern is to keep their platform running.

Customers environments are virtualised and so that under normal circumstances when a single customer's account uses too many resources it does not affect the other users.

However, when a new vulnerability emerges, accounts with that vulnerability could all be attacked simultaneously and if too many accounts are under attack at the same time that could undermine the stability and availability of the platform.

For this reason, we employ "PatchMan", an automated vulnerability patch management system.

When a vulnerability is detected it will notify you that a vulnerability exists. You have the opportunity to fix the vulnerability yourself, by upgrading the software or patching the script so that it is no longer vulnerable. After 12 hours, PatchMan, will remind you of the vulnerability. If nothing is done for 24 hours, then PatchMan will fix the vulnerability itself.

You agree that PatchMan can alter and patch your files in the event that you fail to do so within 24 hours of a notification being sent.

## 9. Price/Service Change

UnixGuru Hosting reserves the right to change the monthly payment price and any other charges with a 28 day notification period.

If a customer is paying by Subscription, UnixGuru Hosting reserves the right to increase the subscription rate in increments until the new sale price is achieved. This only applies to accounts more than 12 months old as prices are fixed for the first year.

UnixGuru Hosting reserves the right to alter the amount of resources given to a particular plan(s) at any time, with a 28 day notification period.

Notification is made via a price change on the Client Portal.

Resources may refer to:-

- Any DirectAdmin resource including:-
  - Domains
  - Email Addresses
  - Databases
  - Bandwidth
  - Disk-Space
  - Inodes
- Any Server Resources including:-
  - CPU allocations
  - Memory
  - Virtual Memory
  - Disk I/O
  - Database resources including:-
    - CPU
    - Memory
    - Disk I/O

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## 9.2. Expiry of Discounts

Any discounts that are taken out when joining only apply for a maximum period of 12 months.

## 10. Content

All services provided by UnixGuru Hosting may only be used for lawful purposes.

We have to adhere to both:-

- The laws of the European Union.
- The laws of the United Kingdom

The customer agrees to indemnify and hold harmless UnixGuru Hosting from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes, but is not limited to, unauthorised copying of music, books, photographs, or any other copyrighted work.

The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account.

These are not exhaustive lists on prohibited use of our services.

### 10.1 Shared, Reseller, Elastic & VPS Hosting

Prohibited Use:

- Do not do anything which may disrupt the server or other Guests on the server.
- Pornography (If you need to ask, it's probably porn).
- Phishing
- Botnet control software/services
- IRC Bots, Proxy Scripts / Anonymisers
- Casinos & Gambling sites (Advertisement sites are permitted).
- Pirated Software / Warez, image, filedump, mirror, or banner-ad services (similar to rapidshare, photobucket, or commercial banner ad rotation)
- Commercial audio streaming

- Escrow
- High-Yield Interest Programs (HYIP) or related sites
- Investment sites (FOREX, egold exchange)
- Sale of any controlled substance without the appropriate permit(s)
- AutoSurf sites
- Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs
- Lottery sites
- muds / rpg's
- Hate sites
- Hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts
- Forums and or websites that distribute or links to warez.
- Using your web space as a backup area for sites not hosted on our infrastructure.

## **10.2 Abuse of our Systems**

- We reserve the right to refuse service to anyone, or to suspend any service at any time if we believe it is breaking our terms of service.
- If in doubt regarding the acceptability of your site or service, please raise a pre-sales support ticket before purchasing and uploading your content.
- Any material that, in our judgment, or defined as such in UK or European Law as obscene or threatening is prohibited and will be removed from our servers with or without notice.
- Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita)
- Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.
- All violations will be reported to the appropriate law enforcement agency.
- Failure to respond to email from our abuse department within 24 hours will result in the suspension of your services.

- All abuse issues must be dealt with via email and will have a response within 24 hours.

## 10.3 Account Security

### 10.3.1 Account Security

- It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method.
  - When at all possible, set permissions on most directories to 755 or as restrictive as possible.
- Users are ultimately responsible for all actions taken under their account.
  - This includes the compromise of credentials such as username and password. It is therefore advised to use a good strong password.

### 10.3.2 In the event an account gets hacked

- If an account gets hacked it will be suspended with the "Abuse" flag set.
- Shared accounts will need to contact the helpdesk to have their account unsuspended
  - Should this account remain hacked, we will re-suspend the account.
- Resellers can unsuspend their customers once they have spoken to them about their site having been hacked and their need to fix it.
  - Should this site be unsuspended, but remain hacked, we will delete this site.

## 11. Spam, Commercial Advertising & Mass Mailing

UnixGuru Hosting EXPLICITLY FORBIDS ANY AND ALL TYPES OF MASS MAILING (SPAMMING) ON OUR SERVERS AND NETWORK.

You must not use the UnixGuru Hosting network, UnixGuru Hosting equipment, UnixGuru Hosting servers, or any UnixGuru Hosting email address in connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited email messages.

Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of the UnixGuru Hosting network, UnixGuru Hosting servers, UnixGuru Hosting equipment or any unixguru.co.uk email address.

A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not implicitly requested or invited the message.

For purposes of this provision, merely making one's email address accessible to the public will not constitute a request or invitation to receive messages, neither will the provision of an unsubscribe facility exempt you from the no-spamming policy.

If you are found to have spammed, without warning, UnixGuru Hosting reserves the right to suspend/terminate your domain/account.

PLEASE REPORT ANY SPAM OR NETWORK ABUSE TO [abuse@unixguru.co.uk](mailto:abuse@unixguru.co.uk).

## 11.2 Spam Issues

### 11.2.1 Mass Mail Sending

- The sending of spam can be seen by Administrators at UnixGuru Hosting, spammers use poor quality lists of recipients. All the non-deliverable addresses bounce back to our server where they are automatically counted.
- Our customised email server tags outgoing messages which the originating user on the server, so we are able to determine the account responsible for the bounced emails.
- Accounts will be suspended/terminated on the discovery of mass mailing.

### 11.2.3 Automated Tools

- UnixGuru Hosting uses automated tools to discover spamming.
- UnixGuru Hosting will automatically block scripts found sending spam. This stops compromised accounts from spamming.
- UnixGuru Hosting will automatically block email accounts found sending spam until their password has been changed. This stops compromised email accounts from spamming.

### 11.2.3 Use of a non-existent email addresses on your domain

- All accounts used to send an email from your domain must also be able to receive or deal with an incoming email. Whether an email account is created, or you pipe returned email to /dev/null
- Returned, but undeliverable emails to a customer's domain will likely result in suspension/termination

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- o `:blackhole:` (not recommended) is available as a destination of an email forwarder. This is not recommended as any mail sent to an address forwarded to `:blackhole:` will not report an error, so spammers will continue and possibly increase the number of mails sent.
- o `:fail:` (recommended) is also available and will automatically send a fail without performing all of the rbl, greylisting and other checks performed on emails.

## 12. Indemnification

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

The Customer agrees to defend, indemnify and hold harmless UnixGuru Hosting against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with UnixGuru Hosting; (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 UnixGuru Hosting's servers.

## 13. Support

### Support SLA

UnixGuru Hosting will endeavour to answer all support tickets within a 24 hour period, where possible, although in reality you should get an answer in a much shorter time.

### **Must be logged in to create a ticket to be actioned.**

All customers should log in to the Client Area Portal in order to raise a support ticket, for security reasons, as this proves to us that they are indeed a customer and not an impersonator.

Please ensure that you login to the portal, to create a new ticket for each new problem.

Any custom support work, outside of normal remit is chargeable at £90/hour in 20-minute units, with a minimum of 1 unit (£30).

(We do run a phone line for when the portal is unavailable, but please use the portal, all other times. The phone line will take a message and automatically text the on-call engineers with that message.)

### **13.1 Required Information, no ambiguity.**

Please supply us with as much information as possible when you raise a support ticket, any missing information may be requested by a reply to your ticket, which will increase the time taken to fix your issue. Try not to be ambiguous, as

ambiguity is the largest single issue with support tickets, take a little extra time to describe your problem in a little more details.

The support desk should send out an email when the reply has been made, however, if you do not receive an email, check the support desk for an answer.

We will only answer tickets raised from the portal, by a logged in user, this stops impersonators asking for domain transfers or access to websites etc.

For this reason we will do not reset passwords, the client-area password can be auto-reset, and other passwords can be reset from there.

## 13.2 Reseller Hosting Customers

UnixGuru Hosting will help you to solve your customer's issues if the problem lies with our system. Be sure to include name of the domain and which server it is hosted on.

Please describe the symptoms and what you have already done to diagnose the issue.

If we need further information from you or your customer, we will ask you via a reply to your support ticket, we do not converse directly with your customer.

Please note: UnixGuru Hosting does not undertake to answer support tickets for your customers directly.

We will only answer tickets raised from the portal, by a logged in user, this stops impersonators asking for domain transfers or access to websites etc.

For this reason we will do not reset passwords, the client-area password can be auto-reset, and other passwords can be reset from there.

## 13.3 VPS Support

The VPS service is unmanaged, but we will answer tickets about our hosting system, and can help to diagnose OS issues for a fee.

Any hands on work is charged at a rate of £90/hour in 20 minute units, with a minimum of 1 unit (£30).

## 13.4 Script Support

Any support issues regarding Softaculous scripts, or any other script, should be taken up with the provider of those scripts. Softaculous is provided as is and allows the customer to contact them directly for support via their forum.

Any script support will be performed on a best endeavours basis, with no guarantee or service level agreement at the usual chargeable rate of £90 per hour in 20-minute units, a minimum of 1 unit (£30).

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## 14. Disclaimer

You agree that UnixGuru Hosting shall not be held responsible for any damages your business may suffer.

UnixGuru Hosting makes no warranties of any kind, expressed or implied for services we provide.

UnixGuru Hosting disclaims any warranty or merchantability or fitness for a particular purpose.

This includes loss of data resulting from delays, non-delivery, incorrect delivery, and any and all service interruptions caused by UnixGuru Hosting and its employees.

## 15. Disclosure to law enforcement

UnixGuru Hosting may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

However, we will only disclose subscriber information on evidence that a crime has been committed.

## 16. Non-Transferable

Your right to use UnixGuru Hosting's Services is neither transferable nor assignable. Any password or right given to you to obtain information or documents is neither transferable nor assignable.

## 17. Changes to the Terms of Service

UnixGuru Hosting reserves the right to revise its policies at any time without notice. It is the customer's responsibility to keep themselves familiar with the Terms of Service by regularly reviewing them.

A link to the latest terms of service can be found here.

<https://clientarea.unixguru.co.uk/page/terms-of-service/>