

## **Direct Clan Hosting Ltd – Company Terms & Conditions**

Below are the basic Company Terms & Conditions which will be applied to all our hosting services. We advise that you read this and agree when ordering if you are happy with our Terms & Conditions. If you have any questions about our Terms & Conditions please contact us today via email: [webmaster@directclanhosting.com](mailto:webmaster@directclanhosting.com)

### **1 – Signing up on DirectClanHosting.com**

User (“Customer”) when signing up to via our order system you are selecting and choosing that service for the period of months or month that you select when signing up. Direct Clan Hosting Ltd (“Seller”) will setup any service ordered via our website within 24 working hours. Direct Clan Hosting Ltd (“Seller”) is allowed to ask User (“Customer”) for personal details to be kept on a secure SSL web system. This is for contact and billing use only, User (“Customer”) information will only be allowed to be viewed by Direct Clan Hosting Ltd (“Seller”) User (“Customer”) information will NOT be sold on to any 3<sup>rd</sup> party company.

Once User (“Customer”) has placed an order you will forwarded to the payment page whereby you are able to make payment via PayPal or Credit Card. If you are sending via Bank Transfer or Postal you will get instructions on how to pay. If User (“Customer”) is not paying instantly the service that has been ordered will NOT be set up until the payment has been cleared.

Additional ordering is allowed on all customer accounts and additional order add-ons’ such as extra power on colocation or more bandwidth will be a monthly ongoing charge to the service you have chosen.

### **2 - Quality of Service**

Direct Clan Hosting Ltd (“Seller”) aims to provide the best quality of service to the “Client” in the duration of the contract. The quality of the service should be the same with the quality of support that is given to the “Client” over the duration of the contract.

If the “Client” experiences any lack of quality of the service they have ordered the “Client” should inform Direct Clan Hosting Ltd “Seller” and the “Seller” will act within 24 working hours otherwise a refund will be met for the amount of days that have been lost or quality that has been lacked by the “Seller”. This will only be given if proof of the lack of quality has been shown to the “Seller” Direct Clan Hosting Ltd.

If you do experience lack of quality please contact us right away via the support centre!

### **3 – Duration of Contract**

Contracts are set on 30 days minimal on all customers, if you order and set you are paying every 3 months or more the contract will be that length. The maximum order set will be 24 Months (2 Years) on all services. All contracts are pre-paid unless stated otherwise.

### **4 – Cancellations & Refunds**

#### **4.1 – Cancellations**

if you are looking at cancelling your service with Direct Clan Hosting Ltd “Seller” you are required to give 30 days’ notice on all services. If you do not give 30 days’ notice you will be asked to pay the outstanding amounts until your account is clear. You cannot cancel your account unless your account is fully paid and up to date. If you do not wish to pay and still cancel the debt will be sold on to a Debt Collecting Company.

## **4.2 – Refunds**

Direct Clan Hosting Ltd (“Seller”) gives up to 5 working days to get a refund back from the payment date if the service has not been setup yet. The customer is entitled up to 14 days if there is a fault with the service that has been given to the “Client” You are only entitled to a refund if a ticket has been placed firstly and progress on the ticket is not getting anywhere after 24 working hours.

Part Refunds – You are entitled to a refund on the loss of downtime if it isn’t planned if you place a ticket requesting the problem and we have tried to deal with the ticket first.

## **5. – Account Invoicing**

We generate all invoices on the 13<sup>th</sup> of each month and you are allowed 7 days up to the 20<sup>th</sup> to pay within those days. After the 20<sup>th</sup> the invoice is classed as overdue and you get an extra 5 working days to pay but with a late fee added to the invoice of £10.00

If the invoice has not been paid by the 30<sup>th</sup> of that month you will encounter another £10.00 late fee and your services will be suspended. If you have not paid the invoice and late fees back the 5<sup>th</sup> of the next starting month your account will be terminated and the “Debt” will be passed onto a debt collector with interest.

## **6. – Account Termination**

Your account will be terminated 10 days after the invoice date and you will ask to pay the full amount. If you fail to pay within the time your service will be suspended. Anything after and your account will be terminated by default.

Your account can also get terminated if you are rude to staff, hosting illegal files on any service or late paying each month.

## **7. – Liability by “Seller” & “Buyer”**

### **7.1 - Direct Clan Hosting Ltd “Seller” Liability**

Direct Clan Hosting Ltd “Seller” is liable for all “Customer” information, All Customer Files on all services, Invoicing, Support, Sales, Network & Data Centre issues. If we have any faults or anything goes wrong our end if it’s the web server or billing system we will be liable for it and we will make sure it will get fixed and back to normal.

We are liable for all dedicated servers that are hosted with us and left hosted in our racks at any data centre in the UK. We make sure that the security on everything we own either on the web or in the data centre is always high quality and secure.

### **7.2 – Customer “Buyer” Liability**

The Customer “Buyer” is liable for taking on the service and making sure that there are no ways of getting in and all passwords are kept safe and secure. Direct Clan Hosting Ltd “Seller” is not liable for Customers “Buyers” faults or script hacking. If you have a script that has been hacked or software you run has been broken into this will be looked into but we will only be liable if they break into the actual service provided.

The Customer “Buyer” is liable to pay all invoices and look after their billing account with us. The customer “Buyer” is liable to make sure no passwords are kept on the service they have with Direct Clan Hosting Ltd “Seller”

## **8. - Unacceptable attitude and use of service**

Direct Clan Hosting Ltd ("Seller") does NOT tolerate behaviour rude towards a member of staff at all. We do not tolerate rudeness via any ways of contacting us. Customers are expected to follow all our terms if they do not we will have to suspend and terminate accounts what do not follow. DoS attacks, Spam, Hack, or any similar activities we do not accept at all. Promote or propagate warez or pirated software / music, pornography, or other similar illegal activities on our hardware or network.

## **9. – Terms of Each Service**

### **9.1 – Dedicated Server Terms & Conditions**

Once the "Buyer" has purchased the dedicated server for rental the "Buyer" will be the one who will manage the dedicated server for example if the "Buyer" wants to install software the "Buyer" or the software developer will be able to help. Direct Clan Hosting Ltd "Seller" will be able to help at cost.

### **9.2 – Colocation Terms & Conditions**

Once the "Buyer" has purchased colocation space the "Buyer" will then have to send the colocation space down unless a corrie has picked the server up and will drop it off at the data centre location. From then the "Seller" Direct Clan Hosting Ltd will setup the server from then and be liable for any damages if caused.

### **9.3 – Rack Space Terms & Conditions**

Once the "Buyer" has purchased Rack Space with the "Seller" Direct Clan Hosting Ltd the space will be setup and ready for the "Buyer" within the 24 working hour of purchase and payment. You will then be able to visit the location and start setting up the servers in the rack. All power and connection will be ready once this has been done.

### **9.4 – Web Hosting Terms & Conditions**

Once the "Buyer" has purchased the web hosting package and paid the service should go online right away unless you choose to register a domain for us then we will wait for the domain name to be registered and the DNS to resolve. The "Buyer" will receive an email with all the information in.

### **9.5 – Reseller Web Hosting Terms & Conditions**

Once the "Buyer" has purchased a Reseller package and paid for the service, the service will go online and all the information will be sent to the "Buyer" The "Buyer" is liable for all accounts that are created under the Reseller and will have nothing to do with Direct Clan Hosting Ltd "Seller"

### **9.6 – Virtual Private Server Terms & Conditions**

Once the "Buyer" has purchased a Virtual Private Server package the service will be available within 24 working hours from the purchase and payment date. The "Buyer" will get root access to the service and all add-on's will be installed free of charge.

### **9.7 – Domain Name Terms & Conditions**

Once the "Buyer" has purchased the domain Direct Clan Hosting Ltd "Seller" will own the domain name but the customer will be able to use or transfer it. If the domain is not renewed on time Direct Clan Hosting Ltd "Seller" will be able to keep the domain back for 30 days or re-new the domain and point it to DirectClanHosting.com

## **10. – Accepting Terms**

Terms need to be accepted if you wish to be a customer with Direct Clan Hosting Ltd ("Seller") on the order page.