

## Terms & Conditions

XSecHosting does not condone the use of language or dissemination of material leading to or incitement of, defamation or discrimination of 3rd parties.

'Service use' complaints will be given careful consideration. Account holders will be asked to remove any such offending material, with XSecHosting reserving the right to cancel services if no arrangement can be reached.

As XSecHosting is hosted in the UK and therefore subject to UK Law, any content or material found to be breaking UK law will also have to be removed.

### Fair use of Bandwidth and System Resources

Bandwidth allocation and server processor, disk and memory resources are finite. XSecHosting operates a fair usage policy, and may implement the policy to its sole discretion: When a website is found to be monopolising the resources available, the account holder(s) will be contacted in order to discuss the situation. If no arrangement can be reached, XSecHosting reserves the right to terminate the account.

### Backups

Ultimately each account holder is responsible for their own content, email and or any other data stored on the XSecHosting Servers. Web site backups are expected to be kept 'off server' by the account holder(s). CMS databases are backed up nightly and made available to the account holder(s) for download.

While server backups are done nightly to disk, final content responsibility is with the account holder(s). In the rare event of all disks failing. XSecHosting will contact the account holder(s), advise of the situation and the requirements for site/service restoration.

### Cancellation

XSecHosting reserves the right to cancel services at any time. In this event any associated domain names will either be TAG transferred back to the originating naming authority e.g Nominet UK or transferred to another TAG holder at the request of the account holder.

The account holder may cancel their account at any time, by giving 1 months notice in writing. During which any associated domain names will either be TAG transferred back to the originating naming authority e.g Nominet UK or transferred to another TAG holder at the request of the account holder. Transfers to/from our TAG are not charged by XSecHosting however any costs relating to 3rd parties (eg previous registrar) are to be met by the registrant.. In the event of a service defaulting any associated domains will returned to nominet UK which will free the domain back to the public .

### Objectionable Content and Malware

We are adding this section. However please see our [services ] section for further details.

### Indemnification & Disclaimer

The Account holder(s) shall agree to defend, indemnify, and hold XSecHosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against XSecHosting, its agents, its members, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product provided by XSecHosting, its agents, employees or assigns. The Account holder(s) shall agree to defend, indemnify and hold harmless XSecHosting against liabilities arising out of; (1) any injury to person or property caused by any products provided or otherwise distributed in connection with XSecHosting Servers; (2) any material supplied by the account holder(s) infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products provided from the XSecHosting Servers.

XSecHosting will not be held responsible for any damages your business may suffer. XSecHosting makes no warranties of any kind, expressed or implied for services provided. XSecHosting disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by XSecHosting and its employees. XSecHosting reserves the right to revise its policies at any time.

