

## **X-Fire Design: Terms of Service**

**Use of any X-Fire Design service constitutes acceptance and agreement to everything written on this page. From here within this TOS and SLA, the usage of 'us', 'we', 'our' and 'ours' shall be taken as reference to X-Fire Design. The usage of 'you', 'your', 'they' and 'them' shall refer to the client/customer.**

### **1. Acceptance of Contractual Agreement**

- 1.1. The client agrees that by placing an order either by means of electronic ordering (online) or submitting a written Contract, and receipt of such an order or payment by X-Fire Design, that you are agreeing to our TOS and SLA (available online and by post). No modifications of this Contract by the customer are allowed.
- 1.2. X-Fire Design will provide, and the customer will purchase and pay for, the services and service fees specified in the Order for the applicable Service Description.
- 1.3. The customer acknowledges that the service, and service fees have been communicated to the customer, and that they are aware of all applicable charges as per the Contract, TOS and SLA.
- 1.4. The customer understands that any promotional offers, unless otherwise specified in the Contractual terms, will not be applicable to their current individual services.
- 1.5. X-Fire Design will not, under any circumstances, accept financial liability for sickness, stress, injury, loss of earnings, loss of data or failure of computer hardware or software due to using our services, the failure of our services or advice given by any member of staff.

### **2. Website & File Hosting**

- 2.1. If a customer's actual bandwidth usage in any month exceeds their allotted amount specified in the Contract, the customer's account will be suspended until they upgrade their account. The customer may then downgrade their account the following month. X-Fire Design will not make charges for bandwidth overuse, as it is not possible to exceed the set bandwidth.
- 2.2. The following are not to be hosted on any server owned by X-Fire Design:
  - Anything that violates any laws in the UK and USA
  - Copyrighted software or media
  - Pornography
  - Information, tools or attempts related to hacking, phishing, anarchy, viruses, spam or terror
  - Racist content
  - Proxy servers
  - Bots of any kind
  - Threats or harassment aimed towards other sites or individuals
  - Incitement to cause harm to any other site hosted on our network or any other network
  - Performing or threatening to perform anything that degrades the performance of our network or any other network
  - Running or threatening to run anything that runs as a process on our servers that hasn't been installed by us
  - Website scrapers
- 2.3. We reserve the right to contact the police or other law enforcement agency before contacting the customer if any of the above is found on their account
- 2.4. The customer must provide accurate and correct information on sign up and whenever requested. We reserve the right to cancel any account if we suspect you have given us false information.
- 2.5. Applications which allow the proliferation of unsolicited email from our network, or which decreases the performance of our server, thus bearing on the quality of service we may provide

from others, cannot be used with our service.

- 2.6. Network uptime is the total time in a calendar month that the X-Fire Design network is available through the Internet, provided that the client has established connectivity. X-Fire Design takes responsibility for network availability within their network, however, we cannot be held liable for upstream problems outside our network.
- 2.7. Our guarantee that our network will be available to clients free of network outages, that renders 100% packet loss, 99.98% of each calendar month. Network uptime is valid for the following services:
  - http
  - MySQL
  - cPanel
  - pop3/SMTP/IMAP
  - FTP
  - PHP
- 2.8. Network outages or unscheduled downtime is defined as any unplanned or unscheduled interruption in service availability during which the client is unable to access the services as described in the paragraph above. A network outage is defined as a period in which 100% packet loss to our network is experienced, which is determined to have been caused by a problem in the X-Fire Design network or server outage as confirmed by X-Fire Design. Downtime or outages are measured as the total length of time of the unplanned interruption in service availability during a calendar month.
- 2.9. Scheduled downtime is any scheduled interruption of services, for the purpose of network upgrades or replacement of any equipment in order to provide you a better service. Scheduled downtime occurs during notified downtime periods, which will be transmitted, with as much advance warning as possible, to you via email, blog, twitter, facebook, skype, telephone, letter or MSN messenger.

### **3. Payments & Invoicing**

- 3.1. Establishment of this service is contingent upon receipt of payment from the customer to X-Fire Design. Subsequent payments are due on the anniversary date of the month for that month's service, unless otherwise agreed.
- 3.2. All invoices will be created 30 days before the due date and sent out ASAP, via email if possible. These invoices will also be uploaded to our client area.
- 3.3. All invoice and reference numbers must be quoted in all communications and payments with regard to an invoice.
- 3.4. Service will be interrupted on all hosting accounts that reach 14 days past the due date stated. Accounts that are not collectable by X-Fire Design may be turned over to an outside agency for collection.

### **4. Delinquent Accounts**

- 4.1. X-Fire Design may temporarily deny service or terminate this agreement upon failure of the customer to pay charges when due. Such termination or denial will not relieve the customer of the responsibility for the payment of all occurred service fees, or any collection or cancellation fees.
- 4.2. X-Fire Design reserve the right to charge a re-connection fee to any account, which has been suspended for lack of payment.

### **5. Account Cancellation**

- 5.1. All requests for canceling any service/services must be made within 8 days of the next due invoice.

- 5.2. Cancellation requests must be made in writing, via email or postal, and must state a reason for cancellation
- 5.3. No refund for any unused service will be given.

## **6. Refunds & Disputes**

- 6.1. All payments to X-Fire Design are non-refundable, except for hosting accounts, where a 30-day money back guarantee exists. This includes any setup fees, monthly retainers and monthly fees, regardless of usage.

## **7. General**

- 7.1. X-Fire Design reserve the right to change any of the terms in this document without prior notice.