

Terms and Conditions for Hostra LTD

Last Updated: 28/04/25

1. Definitions

- **"Service"**: Web hosting, domains, email, and related products.
 - **"AUP"**: Acceptable Use Policy (Section 5).
 - **"SLA"**: Service Level Agreement (Section 7).
 - **"User Content"**: Files, data, or materials uploaded by you.
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2. Account Terms

2.1 Registration

- **Accuracy**: Provide truthful, current information. Pseudonyms prohibited.
- **Verification**: We may request ID scans for high-risk accounts.
- **Account Types**:
 - **Individual**: Personal use only.
 - **Business**: Requires company registration proof.

2.2 Security

- **Breach Liability**: You are liable for damages caused by compromised credentials.
- **Two-Factor Authentication (2FA)**: Mandatory for resellers and enterprise accounts.

2.3 Inactive Accounts

- Accounts with **180 days of inactivity** will be terminated (data deleted).
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3. Payment Terms

3.1 Fees & Billing

- **Auto-Renewal**: Enabled by default. Disable 72 hours before renewal.

- **Price Changes:** Notification via email 30 days prior. Continued use = acceptance.
- **Taxes:** VAT/GST added where applicable.

3.2 Refund Policy

- **Non-Refundable Services:**

Service	Conditions
Domain Registrations	ICANN fees irreversible.
Dedicated Servers	No refunds after 24 hours.
Setup Fees	One-time charges (e.g., migrations).

- **Refund Process:**
 - Submit ticket → 5–10 business days for review → Refund method (original payment or account credit).
 - **Chargeback Penalty:** £150 dispute fee + permanent ban.

3.3 Suspension for Non-Payment

- **Grace Period:** 7 days post-due date.
 - **Reactivation Fee:** £25 after suspension.
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4. Service Usage & Restrictions

4.1 Prohibited Content (Full List)

- **Illegal Material:** Child exploitation, terrorism-related content.
- **High-Risk Activities:** Cryptocurrency mining, Tor exit nodes.
- **Unethical SEO:** Link farming, keyword stuffing, scraping.
- **Resource Abuse:**
 - **Shared Hosting:** > 25 concurrent processes.
 - **Email:** > 500 emails/hour on shared plans.

4.2 Copyright & DMCA Compliance

- **Takedown Process:** Submit notices to josh.rayner@hostra.co.uk.
 - Repeat infringers terminated under the "Three Strikes Rule."

4.3 Fair Usage Policy (FUP)

- **"Unlimited" Services:** Subject to FUP. We may throttle or suspend accounts consuming > 5x the average.
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5. Technical Policies

5.1 Backups

- **Self-Managed:** You are responsible for backups (excludes "Managed Hosting" plans).
- **Disaster Recovery:** We retain backups for **7 days** (restore fee: £50/request).

5.2 Software & Updates

- **End-of-Life Software:** PHP 5.x, MySQL 5.6, etc., auto-disabled.
- **Vulnerability Scans:** We may patch critical flaws without notice.

5.3 IP Addresses

- **Ownership:** IPs remain Hostra's property.
 - **Blacklist Removal:** £100 fee if your actions cause IP/Domain blacklisting.
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6. Termination & Suspension

6.1 Grounds for Immediate Termination

- **AUP Violations:** Spam, DDoS, phishing.
- **Legal Orders:** Requests from law enforcement.

6.2 Data Retrieval Post-Termination

- **Fee:** £200 + £50/hour labor for data recovery (if possible).
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7. Liability & Warranties

7.1 No Warranty

- **"As-Is" Basis:** No guarantees of fitness for purpose.
- **Third-Party Services:** We disclaim liability for cPanel, CloudLinux, etc.

7.2 Limitation of Liability

- **Cap:** Total fees paid in the last 6 months.
 - **Exclusions:** Data loss, reputational harm, third-party claims.
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8. Dispute Resolution

8.1 Escalation Process

1. **Negotiation:** 30-day informal resolution.
2. **Mediation:** London-based mediator (costs split 50/50).
3. **Arbitration:** Final binding decision under LCIA rules.

8.2 Class Action Waiver

- Claims must be filed individually.
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9. Force Majeure

- **Exemptions:** No liability for delays due to:
 - Natural disasters
 - Cyberwarfare
 - Government sanctions
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10. Reseller & Agency Terms (NEW)

10.1 Reseller Obligations

- **Client Liability:** You indemnify Hostra for your clients' actions.
- **Branding:** No "white-label" rights unless purchased.

10.2 API Usage

- **Rate Limits:** 500 requests/hour.
- **Commercial Use:** Requires written approval.

11. GDPR & Data Processing (NEW)

- **DPA:** Hostra acts as a **data processor**. Submit DPAs for EU data.
 - **Audits:** £1,000/hour fee for compliance audits.
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12. Domain-Specific Terms (NEW)

12.1 Registrations

- **Expiry:** Auto-renew unless disabled. Redemption fee: £80 + registration cost.
- **Transfers:** Unlocked after 60 days.

12.2 Disputes

- **UDRP Compliance:** Follow ICANN's dispute resolution process.
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13. Amendments

- **Notice:** Posted on hostra.co.uk/terms 30 days prior.
 - **Objections:** Terminate service if you disagree.
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14. Contact

- **Legal Notices:** help@hostra.co.uk (24-hour response).
- **Abuse Reports:** josh.rayner@hostra.co.uk.