



**TERMS & CONDITIONS**  
**HOSTING**

## 1. Terms of Service

Bronco Ltd reserves the right to suspend or cancel the hosting account and access to all of the services provided by Bronco Ltd, if it is deemed that the account has been used inappropriately. We also reserve the right to access, amend, remove or delete files from the server at any time if needed to protect the security of the servers. We reserve the right to cancel your account at any time, and if the account is cancelled all files will be deleted.

## 2. Server Usage

You must not divulge user names and passwords to any other person and take every precaution to make sure that they are not discovered by any other third party. The web hosting account at Bronco Ltd is only to be used by the primary owner. Account holders are not permitted to resell, store or give away any web hosting services of their website to other parties. You are not permitted to run server processes (eg.Talkers/IRC Bots) from your virtual servers. Bronco Ltd reserves the right to refuse access to our servers to people we deem unsuitable.

## 3. Hosting Content

Commercial use of web and ftp space is permitted. You will be responsible for the content on your pages, including obtaining legal permission for any works they include and ensuring that the contents of the pages do not violate UK law. You will be held responsible for any defamatory, confidential, secret or other proprietary material available via your pages.

Bronco Ltd does not allow any of the following content to be stored on its servers:

- 3.1 Illegal Material which includes any copyrighted works, commercial video or audio, music files and any content that is contrary to UK law.
- 3.2 Adult material which includes pornography, erotic images and any other lewd or obscene content. The determination of what is unacceptable is at the discretion of Bronco.

- 3.3 Warez which includes pirated software, hacking, password cracking, IP spoofing, emulators and phreaking, or any reference of 'how to' or 'links to' information about it.
- 3.4 Hate propaganda which can be classed as racism, bigotry and profanity or that would incite violence.
- 3.5 Any material that exploits children or other minority groups.

Bronco Ltd will cooperate fully with investigations into infringements of systems or network security, including cooperating with UK authorities in the investigation of suspected criminal violations.

## 4. Backups

We carry out a backup on the data stored on the servers every 24 hours, but we strongly recommend that our clients back up their data independently to add to the protection of the data. If you require us to provide you with a backup copy of your website at any time then just speak to one of our ISP team. The back up will be provided for you on a disc.

## 5. Outages and Downtime

Bronco is under no obligation to compensate the customer for downtime, whether the downtime be caused by customer, Bronco Web Hosting, or Bronco's upstream providers. You are not entitled to a credit for downtime or outages resulting from maintenance, but we will credit 10% of the monthly hosting fee should the server be down for more than 4 hours continuously at any given time, and is the responsibility or fault of Bronco.

For the purposes of the Service Level Guarantee maintenance shall mean:

**Modifications or repairs** - to shared infrastructure that occurs during off peak hours in the time zone where the hosting is located

**Emergency maintenance** – critical unforeseen maintenance needed for the security or performance of your configuration

**Routine maintenance** - carried out by BT on the pipe or exchanges that we connect into

**Extraordinary Events** - downtime or outages resulting from denial of service attacks, virus attacks, hacking attempts, or any other circumstances that are not within our control

## 6. Unsolicited Commercial E-mail (SPAM)

Spamming or the sending of mass unsolicited commercial advertisements or bulk messages by email is strictly prohibited. This also includes other forms of spam such as drop box, open mail relay and double opt in. Using your Bronco hosting account for such activity will result in your account being suspended if not cancelled. Any costs incurred by us as a result of the spam mail being charged to you.

## 7. Usage Policy

Bronco Ltd offers our hosting clients high bandwidth usage due to the large ratios of bandwidth per customer that we maintain. If Bronco Ltd finds that a client is using the resources to such an extent that their usage may jeopardize the integrity of the server, we have the right to charge extra for the additional bandwidth usage or relocate the site onto an alternative hosting platform.

## 8. Payment Policy

All hosting packages are set up on an annual or monthly renewal basis. Accounts are set up on a pre pay basis and even though we reserve the right to change our pricing at any time, we guarantee that pricing will remain the same through the period of prepayment. Hosting accounts will continue automatically and a renewal invoice will be sent out at the start of the new yearly hosting period. Failure to pay for hosting will result in the website being suspended and if no payment has been made within 30 days the data may be removed.

## 9. Cancellation

If you wish to cancel your hosting account with Bronco Ltd we require 30 days notice. No refund will be given on what may be left on the term of the hosting package. Once a hosting account is cancelled with Bronco or a domain name moved from our servers we can no longer be held responsible for the content of the

website. If we have taken the decision to terminate the account due to misuse or it is discovered that during your term the services were misused, no refund will be given.