



Prompt Web Hosting AUP and TOS

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The purpose of this document

The purpose of this document is to outline the TOS (“Terms of Service”) and AUP (“Acceptable use policy”) by having these policies in place. It ensures we provide a fair and consistent connection and service to all our clients.

Policy changes

Prompt Web Hosting reserves the right to make changes at any time to this document without prior notice. We will always publish the date of the last modification on every document. Therefore, it is recommended for the subscriber to periodically check this document.

Server abuse policy

If we determine that any account on any of our servers are utilising excessive resources and, therefore, other clients are affected, we have the right to suspend the associated account without notice.

We will make contact directly if possible prior to suspension to allow you to make changes where necessary and, therefore, minimising disruption to your services.

Money back guarantee/refunds

Prompt Web Hosting offers a 30-day money back guarantee on all of our hosting packages (including VPS). If a subscriber desires a refund, they must submit a formal ticket request outlining their request and why they would like a refund. This must be done within 30 days of the initial payment being received.

This money back guarantee only applies to personal and business web hosting, VPS and email hosting. There is no refunds available for domain names, SSL certificates, SMS, CDN, etc.

Approved refunds will be returned ONLY to the originating PayPal account, bank account, credit card, etc.

Spam and/or junk email policy

We have a zero-tolerance towards “spam”, “unsolicited commercial email”, etc.

As we take spam very seriously, any account(s) found responsible for sending spam, junk, unsolicited emails, etc. will be suspended and potentially terminated.

SSH policy

For the security of our servers, we have a strict policy of not providing SSH (unless a formal request is made).

Any account which attempts to run a script which is used to elevate privileges or enable SSH services will be terminated.

Backups policy

Prompt Web Hosting will back up your account automatically each day.

Our backup procedures are thoroughly tested to ensure reliability, but no guarantees of any kind are made.

It is highly recommended the subscriber takes regular backups and stores them off-site (not on the server).

We have provided access to a free backup software inside your control panel. Please contact us immediately if you would like more information on how to use this functionality.

In the event that data recovery is necessary, we will attempt to recover your data free of charge ONLY if the data loss is due to an error on Prompt Web Hosting's behalf. In the event that the data loss is due to the negligence of the client in securing account (such as account being hacked) or the action of the client, we will attempt to restore the requested account and/or files. However, there is a \$49.95 fee for this service.

To ensure a reliable service is provided to all of our clients, for customers utilising our SHARED cPanel servers, we will no longer backup your **email(s)** if you exceed 5GB total across all of your email accounts. We will continue to backup all the rest of your account, i.e. database(s), website file(s), etc.

Domain name registrations

Prompt Web Hosting offers domain name registration services on behalf of clients. By using our domain registration services, the client agrees that Prompt Web Hosting is not obligated to renew the domain name unless the relevant invoice is paid in full.

It is solely the responsibility of the client to ensure all domain names are renewed and/or registered successfully as network/communication/administrational errors can occur from time to time. If in doubt, please contact us to confirm existing expiry date and/or status. Therefore, the client waives any right to make a claim for any loss or damages, which result in such events.

Domain names, which are expired, may require a "domain redemption fee", therefore it is always best to renew your domain name well in advance. We send multiple emails to the registrant email address prior to the expiry.

All domain renews must be submitted using our client portal.

Is it the clients responsibility to ensure all domain name related contact details are up-to-date and correct.

Prompt Web Hosting does not guarantee that a domain name registration will be approved. The customer waives any right to make a claim against Prompt Web Hosting if the domain name is rejected/refused by the relevant naming authorities.

The customer agrees that all domain name registration/renewals and associated fees are NON-REFUNDABLE once the order has been submitted to Prompt Web Hosting.

Content policy

The services provided are to be used for web hosting only.

Our services are not to be used for file storage, and all local/international law(s) must be abided by at all times.

This means all copyright, intellectual property, trademark, threatening or obscene, warez, pirated software, pornography of any sort, etc. must not be hosted.

Indemnification

The subscriber agrees to indemnify and hold Prompt Web Hosting blameless from any claims resulting from the use of the services which damages the subscriber or other party.

In the event that Prompt Web Hosting is sued because of a subscriber's activity, the subscriber agrees to pay any damages (including all costs and solicitor fees).

Disclosure policy

The subscriber agrees that Prompt Web Hosting may disclose (if requested) any account related information to any law enforcement agent who make a formal request (in writing) without prior consent or notification to the subscriber.

Late payment policy

All invoices which are not paid in full within 7 days of the due date will attract a 10% late payment fee.

Cancellation of service(s)

Service(s) are made upon a "pre-pay" arrangement. If the subscriber chooses to prepay 1,3,6,12,24,36, etc. months upfront, they are electing to have the service active for this period of time. If for any reason the subscriber chooses to cancel their service outside of the initial money back guarantee period (as outlined in this document), they choose to forfeit any unused portion of funds.

For example, if the subscriber chooses a business account and prepays 12 months upfront to the value of \$83.40 and decides 4 months into the service that they would like to move to another provide (for any reason), they will forfeit the remaining 8 months of service.

Chargebacks

If a subscriber conducts a chargeback to Prompt Web Hosting, the subscriber agrees to pay Prompt Web Hosting \$45.00 for administration fees.

If a subscriber is not happy with the service they are receiving and desire a refund, they must seek a refund in writing to management. Please note: our money back guarantee is clearly outlined on our website and this document.

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