

Modification

Galactic Hosting reserves the right to add, delete or modify any provision of this policy at any time without notice. You agree to be bound by any changes Galactic Hosting may reasonably make to this agreement when such changes are made. The Galactic Hosting hosting Terms will commence and become binding on the Customer with immediate effect from the Commencement Date.

Satisfaction Guaranteed

30 Day Guarantee Statement. If for any reason you are unhappy with the services you receive from Galactic Hosting during the first 30 days of service, you may request, in writing or, via email to billing@galactichosting.co.za. You must also state a detailed reason as to why you are cancelling your service (as we request for any cancellation, no matter the time frame). We are the sole arbiter as to if your reason is a valid reason and if all possible steps were taken on your side and on ours to correct the situation causing the interest to cancel. Refunds are not given even if an annual payment has been made, if you abuse your unlimited plan by engaging in one of the restricted activities mentioned in these terms and conditions.

New Accounts

All new web hosting accounts purchased on our order page are set up within 2 hours by our account administrators. You will receive two (2) emails including login details after your purchase. Due to unforeseen complications with various mail servers and any connection problems between your ISP and Galactic Hosting, this process may sometimes be delayed.

Domain Names and Domain Transfers

In order for your domain name to point to the Galactic Hosting server your new account is located on, you must change your DNS (Domain Name Servers) at your registrar. These DNS are located in your welcome email and they are defined in a pair (primary- ns1.galactichosting.biz and secondary- ns2.galactichosting.biz). Please note: Our DNS are unique to each server, so for example; if you sign up and then a few months later open another account, you will not be using the same DNS as before. A domain transfer is if you want to physically transfer your domain to Galactichosting.biz and away from your original registrar. You must create an account at Galactichosting.biz and initiate a transfer. A domain transfer is free and that goes towards one year of registration with Galactic Hosting, added on to your current registration period with the previous registrar.

Galactic Hosting will take necessary steps to register domain names on behalf of the client when requested. However, clients are responsible for renewing their domain names. Galactic Hosting does not take responsibility for failing to renew domain names. If your domain name was registered via our company, you must check and take appropriate actions to renew a domain that is about to expire. If you have any questions at all about DNS changes or domain names in general, please open a ticket at our helpdesk.

Content

Galactic Hosting believes in freedom of speech; however, any content (written, visual, or implied) in the following areas will not be tolerated and is grounds for immediate suspension of service (in most cases customer will be allowed a zip file of their account): racism or prejudice due to colour, creed, or belief; any violent/malicious/obscene content written, visually or implied. If we receive notice that there is such a hate site hosted within our network, the customer hosting the material will be notified immediately.

We prefer that you self-govern your content and remain responsible and all-knowing of what your website publically provides. Even if other users have access to your account, you are responsible for their actions. The resources and time needed to govern our servers by checking each website individually, which will have growing and evolving content, is impossible. However, if Galactic Hosting is made aware of any questionable content on a Galactic Hosting-hosted site, we will address the concerns immediately and directly with you to seek an amiable resolution. Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

Examples of unacceptable material on all Shared and Reseller servers include:

- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- Image Sites hosting in excess of 500 Photos
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- File backup sites
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Commercial Video Streaming (more than one or two streams)
- File Sharing ,File Upload ,File Archive ,Backup ,Site Mirroring ,Content Distribution Sites, Porn
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery/Gambling Sites
- MUDs/RPGs/PBBGs
- Hateful/Racist/Harassment oriented sites
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Mailer Pro
- Ecommerce sites generating more than 5gigs of traffic monthly *(You may host this on International Plans with no limits)
- Article submission sites generating more than 5 gigs of traffic monthly* (You may host this on International Plans with no limits)
- Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc.)

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. Users are ultimately responsible for all actions taken under their account; this includes the compromise of credentials such as user name and password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and purchased lists will be treated as spam. Please read <http://www.galactichosting.biz/mailpolicy.html> for our generalized mail policy. Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

Galactic Hosting reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion. Galactic Hosting reserves the right to charge the holder of the account used to send any unsolicited e-mail a cleanup fee or any charges incurred for blacklist removal. This cost of the cleanup fee is entirely at the discretion of Galactic Hosting.

Liabilities

Galactic Hosting makes no endorsement, claims, or promises regarding the services offered by our customers and will not be held liable for any disputes or claims against said customers. In no event shall Galactic Hosting be liable for any direct, indirect, incidental, consequential, special and exemplary damages, or any damages whatsoever, arising from the use or performance of a customer web site or from any information, services or products provided through a customer web site.

Payments and Agreement to Pay

As consideration for the software or services purchased by you and provided to you by Hosting Unlimited, you agree that Galactic Hosting may debit your bank account on the 1st of the month. All fees are due immediately and are non-refundable unless otherwise expressly noted, even if your services are suspended, terminated, or transferred prior to the end of the services term. Galactic Hosting expressly reserves the right to modify pricing through email notification and/or notice on its web site. Please make note that if you elect to make a manual monthly payment and payment is not reflecting into Galactic Hosting's Bank account by the 1st we will automatically debit your account.

Shared hosting, reseller hosting, dedicated servers and collocation services are all billed on an automatic basis on the first of every month. If you sign up for an annual plan you will also be charged a pro-rated amount and billed in a similar fashion. Galactic Hosting will automatically renew your services when they come up for renewal and will take payment from the payment method you have on file with Galactic Hosting at Galactic Hosting current rates.

If for any reason, Galactic Hosting is unable to charge your payment method for the full amount owed, or if Galactic Hosting is charged a penalty for any fee it previously charged to your payment method (such as a charge back dispute), you agree that Galactic Hosting may peruse all available remedies in order to obtain payment.

You agree that you are solely liable for arranging that your services are renewed, and that Galactic Hosting shall not be liable to you or any third party if it is unable to charge your payment method in order to renew your services. You also agree that you are liable for all services that have been rendered on your behalf until a termination of service has been officially received by the accountholder for services.

Late Payments

If at any time, your hosting payments become past due, you will receive a notification via email with instructions on rectifying the situation. Please note that Galactic Hosting holds the right to deny access to and/or de-activate accounts hosted on our servers of which have unpaid past due balances. Accounts are at risk for suspension of service if payment for hosting is not received 7 days after the due date.

Shared/Reseller Accounts 7 days past due will be assessed a late fee calculated at 30% of the balance due to re-activate services.

We only accept credit cards, or debit orders for payment of services. Yearly plans renew automatically and are charged to the most recently updated credit card or banking details on file. In the event that your yearly/monthly charge is denied and we are unable to contact you, then the aforementioned fees to enable your account shall apply. Monthly installments will incur for the entire duration services are rendered and you remain subscribed to until you submit proper cancellation of the account in writing to billing@galactichosting.biz

Any debt not paid 60 days after the due date will be forwarded to an outside collections agency for proper collection. At that time, the account holder will incur a R200.00 collection fee added to the balance previously due.

Please note that Galactic Hosting holds the right to deny access to and/or de-activate accounts hosted on our servers with past due balances.

PLEASE ADDRESS ANY QUESTIONS REGARDING PAYMENTS TO OUR ACCOUNTING DEPARTMENT BY EMAILING us at billing@galactichosting.biz

Shared/Reseller/Dedicated/VPS/Colocation Accounts - If you wish to cancel your services, you must send email 30 days prior to your renewal date. If your notice of cancellation is not received within this time frame, you will be liable for payment of the preceding month and hereby agree to complete payment as invoiced accordingly. If you cancel your account and your payments still continue to recur for any reason such as

- by fault of Galactic Hosting staff
- by fault of the credit card processor
- by fault of any other payment collection company, we are to be held free of liability for any overdraft fees that are issued by your financial institution.

Refunds/Account Termination

If, for any reason, Galactic Hosting fails to deliver said services to you, a pro-rated refund will be issued. No refunds will be issued if abuse of our stated policies forces Galactic Hosting to suspend or terminate your services prematurely. In the event you request account cancellation, once your service has been cancelled your account will be suspended from use. Cancellations of accounts pre-paid on a yearly basis will only receive a pro-rated refund based on the monthly rate of the same hosting plan. If for any other reason your account becomes suspended and remains suspended it will be deleted after a 30-day period.

Galactic Hosting reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice. Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Customers may cancel at any time via a cancellation form. Galactic Hosting gives you an unconditional 30 day money back guarantee on managed shared hosting, and reseller solutions for any customer who paid the first invoice with a credit card or with Paypal.

The following methods of payments are non-refundable, and refunds will be posted as credit to the hosting account: Bank EFT Transfers

There are no refunds on, administrative fees, install fees for custom software, or domain name purchases. Refund requests for shared and reseller accounts after the initial 30 days will be refunded on a prorated basis of any unused time. Only first-time accounts are eligible for a refund.

Violations of the Terms of Service will waive the refund policy even if annual payment has been made.

Resource Usage

User may not:

- Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- Participate in any file-sharing/peer-to-peer activities
- Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- Run cron entries with intervals of less than 15 minutes.
- Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.
- When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include ("http://yourdomain.com/include.php") use include("include.php").
- To help reduce usage, do not force html to handle server-side code (like php and.shtml).
- Only use https protocol when necessary; encrypting and decrypting communications is noticeably more CPU-intensive than unencrypted communications.
- sites in excess of 15 000 files are automatically excluded from backups
- we have an inode policy of 50 000 files you may not host more than 50 000 files on a shared server.
- Use our local Unlimited plan for ecommerce sites generating in excess of 5 gigs traffic per month.

Backups and Data Loss

Your use of this service is at your sole risk. Our backup service is run certain days of each week and overwrites any of our previous backups made, and only one week of backups are kept. This service is provided to you as a courtesy. Galactic Hosting is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Galactic Hosting Servers.

Uptime Guarantee

Approval of the credit is at the discretion of Galactic Hosting dependent upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact sales@galactichosting.biz with justification. Uptime guarantees only apply to shared / reseller solutions.

Money back Guarantee

On dedicated servers and collocation no full refund will be honoured -- the 30 day money back guarantee does not apply. We reserve the right to refund a pro-rated amount or no refund at all.

Each of Galactic Hosting managed shared, VPS, and reseller servers carry a 30 day unconditional money back guarantee on them. Remember, this is only for monthly shared or reseller packages and does not apply to dedicated servers, administrative fees, install fees for custom software, or domain name purchases.

Galactic Hosting will not activate new orders or activate new packages for customers who have an outstanding balance with Galactic Hosting. Approval of the credit is at the discretion of Galactic Hosting dependent upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact sales@galactichosting.biz with justification. Uptime guarantees only apply to shared / reseller solutions.

Reseller: Client Responsibility

Resellers are responsible for supporting their clients. Galactic Hosting does not provide support to our Reseller's Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'.

Price Change

The amount you pay for hosting may not increase from the date of purchase. We do reserve the right to change prices listed on Galactic Hosting, and the right to increase the amount of resources given to plans at any time.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold Galactic Hosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Galactic Hosting, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Galactic Hosting against liabilities arising from:

- any injury to person or property caused by any products sold or otherwise distributed in connection with Galactic Hosting;
- any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
- copyright infringement; any defective products sold to customers from Galactic Hosting's server.

Server Location

Galactic Hosting has servers in South Africa and US, Galactic Hosting however reserves the right to move your website and content to the servers of our choice with or without notifying you of such changes. It is totally at the Discretion of Galactic Hosting where your content is placed.

Unlimited Local Plans

If you are an ecommerce or article submission site you may not host on our Unlimited local plan unless your traffic remains below 5 gigs, should you signup for a local plan and you exceed our allocated 5 gig traffic quota limit we will automatically transfer your site to our international server at the same monthly cost and without warning.

Arbitration

By using any Galactic Hosting services, you agree to submit to binding arbitration. If any disputes or claims arise against Galactic Hosting or its subsidiaries, such disputes will be handled by an arbitrator of Galactic Hosting choice. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause.

Disclaimer

Galactic Hosting shall not be responsible for any damages your business may suffer. Galactic Hosting makes no warranties of any kind, expressed or implied for services we provide. Galactic Hosting disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Galactic Hosting and its employees.

Disclosure to law enforcement

Galactic Hosting may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

Changes to the TOS

Galactic Hosting reserves the right to revise its policies at any time without prior notice. You fully accept that you will be bound by the newest terms

Feel free to email us support@galactichosting.co.za