

# Terms Of Service

## Amended: 25/06/2024



These Terms of Service ("Terms") govern your access to and use of Albion Hosting's services, including web hosting, VPS, and dedicated server solutions. By using our services, you agree to these Terms in their entirety. Please read them carefully.

### 1. General

**1.1. Acceptance of Terms:** By accessing and using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, our Service Level Agreement (SLA), our SSH Policy (SSHP), our Abuse Policy, and any additional terms and conditions that may apply to specific services.

**1.2. Modifications to Terms:** We reserve the right to modify these Terms at any time. We will notify you of any changes by posting the new Terms on our website. Your continued use of our services following the posting of changes constitutes your acceptance of those changes.

**1.3. Contact Information:** If you have any questions or concerns about these Terms, please contact our support team at [support@albionhosting.com](mailto:support@albionhosting.com).

### 2. Acknowledgment of Terms

By using our services, you acknowledge that you have reviewed and agree to these Terms of Service, including any updates or modifications made by Albion Hosting from time to time. You further acknowledge that any claim of not being aware of these Terms of Service or any related documentation will not be grounds for seeking refunds or other forms of compensation.

### 3. Eligibility to Use

**3.1. Legal Capacity:** You must have the legal capacity to enter into a binding contract to use our services.

**3.2. Age Requirement:** If you are under the age of 15, you must obtain parental or legal guardian consent to use our services.

**3.3. Legal Restrictions:** You must not be prohibited by law from receiving or providing services.

**3.4. Suspension Status:** You must not be currently suspended from using our services.

**3.5. Communication Channel:** You must maintain a valid means of communication with us, such as a current email address.

**3.6. Anti-Fraud Considerations:** Your details must not be flagged by our Anti-Fraud system as carrying a high risk.

**3.7. Right to Refuse Service:** We reserve the right to refuse service to any individual or entity at our discretion.

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### 4. Changes to these Terms of Service

4.1. **Right to Modify:** We reserve the right to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes.

4.2. **New Services and Features:** Any new services or features introduced will be subject to these Terms. We reserve the right to add, modify, or discontinue any services or features at any time.

### 5. Indemnification and Refusal of Service

5.1. **Indemnification:** You agree to indemnify and hold Albion Hosting, its affiliates, and their respective officers, directors, employees, agents, and suppliers harmless from any claims, liabilities, losses, and expenses, including legal fees, arising out of your use of the services.

5.2. **Refusal of Service:** We reserve the right to refuse, cancel, or terminate your services at our sole discretion, without refund, in the event of unlawful activities, violation of these Terms, or at our management's discretion.

5.3. **Limitation of Liability:** Albion Hosting is not liable for any indirect, incidental, special, or consequential damages arising from your use of the service, even if we have been advised of the possibility of such damages.

### 6. Refund Policy

6.1. **General Refund Period:** We offer a 14-day refund policy from the date of purchase. Certain services are non-refundable, as detailed below.

6.2. **Non-Refundable Services:** Dedicated Servers, Add-ons, Backups, and Control Panels are non-refundable.

6.3. **Cancellation Process:** To cancel a service, you must submit a support ticket detailing any technical issues if applicable.

6.4. **Refund Considerations:** Refunds are at Albion Hosting's discretion and may be issued as account credit or through the original payment method used.

6.5. **Non-Refundable Situations:** No refund for downtime caused by your actions, service termination by Albion Hosting, or insufficient reason for refund. Refunds are not possible for orders paid via cryptocurrency.

6.6. **Advanced Payments:** Refunds for advanced payments, including Quarterly, Semi-Annually, and Annual billing cycles, are typically given as account credit.

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### 7. Renewals Policy

7.1. **Invoice Issuance:** You will receive an invoice 14 days prior to the service renewal date.

7.2. **Overdue Invoice:** If the invoice remains unpaid, it will be marked as overdue and the service will be suspended. Overdue notices will be sent, and late fees may apply.

7.3. **Termination:** If the invoice remains unpaid 92 hours after being marked overdue, your server will be terminated, and all files removed.

### 8. Reinstatement

8.1. **Dedicated Servers and VPS Hosting:** Reinstatement may be possible if data has not been wiped. Contact our billing team for assistance.

8.2. **Web Hosting Plans:** Suspended plans can be recovered for up to one month. After this period, the service will be terminated.

### 9. Accounts and Security

9.1. **Account Security:** You agree to maintain the security of your account and not share your login credentials. You are responsible for any actions taken on your account.

9.2. **Security Obligations:** You must report any security vulnerabilities to us immediately. You agree not to exploit any hardware or software vulnerabilities, bypass security features, or engage in activities that interrupt or interfere with Albion Hosting services.

### 10. Affiliate Program and Regulations

10.1. **Affiliate Program:** Our affiliate program allows clients to refer others in exchange for account credit.

10.2. **Earnings:** Affiliate earnings will be converted into account credit and not disbursed as cash payments.

10.3. **Misuse and Abuse:** Misuse or abuse of the affiliate system will result in account closure and forfeiture of affiliate earnings. Usage of affiliate URLs on promotional, review, or discount sites, including media platforms, is prohibited.

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### 11. Dedicated Servers

11.1. **Prohibited Activities:** You agree not to engage in illegal activities and are responsible for managing and backing up your data.

11.2. **Server Configuration:** While we make every effort to ensure the advertised server configuration is available, we cannot guarantee it. If we cannot provide an equal or better configuration within 7 days, you may request a full refund.

11.3. **DDoS Protection:** We offer DDoS protection as a standard feature and support CloudFlare for additional protection.

### 12. Web Hosting

12.1. **Content Restrictions:** Hosting illegal or "nulled" sites and sending spam emails is prohibited. Users must report any instances of illegal software.

### 13. Abuse

13.1. **Zero-Tolerance Policy:** We maintain a zero-tolerance policy towards abuse. Services engaging in abusive behavior may be suspended or terminated. More information can be found in our Abuse Policy.

<https://albionhosting.com/Abuse>

### 14. Backups

14.1. **Backup Services:** We take periodic backups, but cannot guarantee their availability at all times. Clients may request backup restoration for a fee.

### 15. Giveaways

15.1. **Prize Withdrawal:** Albion Hosting reserves the right to withdraw prizes from giveaways at any time.

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### 16. DMCA Policy

16.1. **Compliance:** Albion Hosting complies with the Digital Millennium Copyright Act (DMCA) and responds to notices of alleged copyright infringement.

16.2. **Notice Requirements:** If you believe your copyrighted work has been used in a way that constitutes copyright infringement, please contact our designated DMCA agent with the necessary information as outlined in our DMCA policy.

### 17. GDPR and Data Protection

17.1. **GDPR Compliance:** Albion Hosting is committed to ensuring the privacy and protection of personal data in compliance with the General Data Protection Regulation (GDPR).

17.2. **Data Processing:** We process personal data in accordance with our Privacy Policy, which outlines the types of data we collect, how we use it, and your rights regarding your data.

### 18. Service Level Agreement (SLA)

18.1. **Availability:** Our Service Level Agreement governs service availability, response times, and other service-specific metrics. Please refer to our SLA for detailed information.

<https://albionhosting.com/SLA/>

### 19. SSH Policy

19.1. **Secure Shell (SSH):** Our SSH Policy outlines guidelines and restrictions regarding the use of SSH on our servers. Please review our SSH Policy for more information.

<https://albionhosting.com/SSHP/>

### 20. Privacy Policy

20.1. **Data Privacy:** Our Privacy Policy explains how we collect, use, and protect your personal data. Please review our Privacy Policy for detailed information.

### 21. Contact Information

If you have any questions or concerns about our policies, please contact us at:

[support@albionhosting.com](mailto:support@albionhosting.com)