

Terms of Service

Pipe Ten Hosting Ltd ("Pipe Ten") agrees to furnish services to the Subscriber, subject to the following Terms of Service (TOS).

Ordering Pipe Ten's services and accessing the account/server is deemed acceptance of these Terms of Service as well as Pipe Ten's Service Level Agreement (SLA), Acceptable Use Policy (AUP) and Mass Mail Policy (MMP). Please note that Pipe Ten may terminate the account/service without notice for any breach of these terms.

The Subscriber's server including all access details for it is for their use only. The passwords must not be divulged to any other person, and reasonable precautions should be taken to ensure that it is not discovered by other third party.

-- Credit / Payment --

The Subscriber acknowledges that the nature of the service provided and the initial rates and charges have been communicated to Subscriber. The Subscriber is aware that Pipe Ten may prospectively change the specified rates and charges from time to time. Credit Terms are not provided.

The Subscriber is responsible for all charges on the service account until a cancellation request is received by the Administrative Contact for that account submitted through the cancellation form on the Pipe Ten website at https://www.pipeten.com/support_cancel.html

If a Subscriber wishes to terminate their Shared Hosting contract they should give Pipe Ten at least 5 days notice before the renewal date of their contract. If a Subscriber wishes to terminate their Dedicated Server contract they should give Pipe Ten at least 30 days notice before the renewal date of their contract. If they fail to send Pipe Ten this notice of termination within the required amount days of the date the contract is automatically renewed and the Subscriber will become liable for the fee for the next billing period in full. If it is not terminated for any reason then it automatically renews for a further term of your chosen recurring billing period on each anniversary of the Subscriber agreeing to its terms (i.e. the date the Subscriber made their application).

If an account/service is activated before payment is made then payment must be sent in full.

Subscribers will receive a billing statement at the start of each new billing period via email which is also available through the online control panel.

Pipe Ten may temporarily deny service or terminate this Agreement upon the failure of the Subscriber to pay charges when due. Such termination or denial does not relieve the Subscriber of responsibility for payment of all accrued charges, plus interest (charged at 5% over the Bank of England base rate) and any collection fees. If payment is not made in full within 14 days all technical support for the site will be revoked. If payment is still not made in the following 7 day period the account will be suspended on the systems. If payment is still not made in the following 7 day period, the account will be deleted from the servers and all DNS services will stop.

When an account is closed, all data (including web pages, databases, email etc.) will be deleted. Pipe Ten reserve the right to cancel an account at any time without notice.

-- Refund and Disputes --

All payments to Pipe Ten are non-refundable unless they qualify for a money back guarantee scheme. This includes setup fees and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If the Subscriber disputes a charge to their credit card issuer that, in Pipe Ten's sole discretion is a valid charge under the provisions of the TOS and/or AUP, the Subscriber agrees to pay Pipe Ten an "Administrative Fee" of not less than £50 and not more than £150.

-- Contract Length --

Contract lengths, unless specified in separately provided quote or contract are equal in length to their billing period. For example,

a monthly package is a month to month contract, a yearly package a year to year contract.

Qualification for a money back guarantee is strictly limited to those specific accounts that the offer is advertised on and the account must be cancelled within the first 30 days starting from when the account is activated and is only applicable to accounts paid by credit card. Failure to do so will leave the Subscriber liable for all costs accrued on the account. Any usage of extra services on the account that are outside the included quotas and services must also be paid for in full including domain name registration even if the account is cancelled within the first 30 days.

-- Traffic --

If the Subscriber's traffic reaches the point where it has an adverse effect on other clients Pipe Ten reserve the right to disable their website or throttle their connectivity until they can reduce your bandwidth usage.

Each account includes a nominated amount of bandwidth, if the Subscriber uses more than this amount then the Subscriber agrees to pay for this bandwidth at the rates provided when the account was ordered.

-- Hosted Content, Data Protection and Confidentiality --

The Subscriber will be responsible for the content of any hosted content, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK or European law.

Data stored held on the servers is not guaranteed to be backed up. It is recommended that Subscribers keep an independent backup of all data stored on their server. Pipe Ten accept no responsibility for any loss of data, however incurred. Pipe Ten shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services. Data Backup services are available on request.

The Subscriber will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via their hosting account.

Pipe Ten reserve the right to remove material deemed inappropriate from the Subscriber's web pages, without prior notice. Pipe Ten does not allow WareZ, Adult sites or illegal MP3 web sites on their servers.

Disclosure to Law Enforcement: The Acceptable Use Policy (AUP) specifically prohibits the use of Pipe Ten's service for illegal activities. Therefore the Subscriber agrees that Pipe Ten may disclose any and all Subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition Pipe Ten shall have the right to terminate all services set forth in this agreement.

Full details of what Pipe Ten expects from a Subscriber while using their service can be found in Pipe Ten's Acceptable Use Policy (AUP).

To protect the Subscriber's privacy, Pipe Ten will never distribute a Subscriber's name or e-mail address to any third parties.

The Subscriber must provide Pipe Ten with, and keep current, good contact information for themselves. E-mail and telephone contacts are used, in that order of preference. Failure to provide valid contact details will result in service suspension.

-- Support Boundaries --

Pipe Ten will provide the Subscriber with technical support 24 hours a day, 7 days a week. Technical support is limited to Pipe Ten's area of expertise. Pipe Ten provides support related to the Subscriber's server or virtual site physical functioning. Pipe Ten does not offer technical support for application specific issues such as cgi programming, html or any other such issue. Pipe Ten does not provide technical support for the Subscribers of a Subscriber. Lastly, the Help files in the software application the Subscriber are using or Pipe Ten's resource website <http://www.pipeten.info> may have the answer to your question, so please do investigate these resources before contacting technical support.

-- Domain Names --

The Subscriber's domain name remains at all times their property as the registrant and can be transferred away from Pipe Ten at any time at their sole discretion. Web hosting accounts involving new domain names will be set up and entered into Pipe Ten's DNS servers within 5 business days. Web hosting accounts which involve the transfer of a domain name from another provider to Pipe Ten will require a minimum of 7 days to be set up and entered into Pipe Ten's DNS servers. In some cases, such transfers may take up to 60 days. Due to the unpredictable nature of the transfer process, no guarantees are made regarding the amount of time a specific transfer may take. If the transfer of the domain is done by Pipe Ten, on behalf of the account holder a handling fee will be incurred. If the Subscriber cancels service during the transfer period for any reason, all charges are considered earned.

-- Network IP Address Ownership --

If Pipe Ten assigns a Subscriber an Internet Protocol address for the Subscriber's use, the right to use that Internet Protocol address shall belong only to Pipe Ten, and the Subscriber shall have no right to use that Internet Protocol address except as permitted by Pipe Ten in its sole discretion in connection with the Services, during the term of this agreement. Pipe Ten shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Subscriber by Pipe Ten, and Pipe Ten reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Pipe Ten's allocation of IP addresses is limited by Internet policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible. Pipe Ten will periodically review IP address usage, and if they find that Subscribers are using IP addresses where name-based hosting could be used, they will revoke authorisation to use those IP addresses that could be used with name-based hosting.

-- Service Liability --

The Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of Pipe Ten and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Subscriber agrees that Pipe Ten shall not be liable for any damages arising from such causes beyond the direct and exclusive control of Pipe Ten. The Subscriber further acknowledges that Pipe Ten's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Subscriber for services during the period damages occurred. In no event shall the Pipe Ten be liable for any special or consequential damages, loss or injury.

Pipe Ten wishes to emphasise that in agreeing to Pipe Ten's Terms of Service (TOS) and Acceptable Use Policies (AUP) the Subscriber indemnifies Pipe Ten for any violation of the Terms of Service (TOS) and Acceptable Use Policy (AUP) that results in loss to Pipe Ten or the bringing of any claim against Pipe Ten by any third-party. This means that if Pipe Ten is sued because of a Subscriber's or a Subscriber of a Subscriber's activity, the Subscriber will pay any damages awarded against Pipe Ten, plus all costs and legal fees.

-- Terms and Conditions --

A waiver by Pipe Ten of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

Pipe Ten's Terms of Service (TOS), Service Level Agreement (SLA), Acceptable Use Policy (AUP) and Mass Mail Policy (MMP) may be changed from time to time at their discretion without notice. The Subscriber understands that changes to these documents by Pipe Ten shall not be grounds for early contract termination or non-payment. All Sub-Networks, resellers and managed servers of Pipe Ten must adhere to these policies. Failure to follow any term or condition will be grounds for immediate Cancellation. Subscribers will be held responsible for the actions of their clients in the matter described on these terms and conditions. Therefore, it is in the Subscribers best interest to implement a similar or stricter terms and conditions.

The Subscriber shall not transfer or assign this Agreement without the prior written consent of the Pipe Ten. Pipe Ten may assign Agreement at anytime without consent from or notice to Subscriber. Pipe Ten reserves the right to cancel Subscribers rights under this contract at anytime without further obligation.