



ROUTE22 LIMITED
76 Campbell Road,
Caterham, Surrey,
CR3 5JN

phone +44 (0)1883 370692
email info@route22.co.uk
fax 0870 1367529

Hosting Terms & Conditions

ROUTE22 LIMITED
Vat no: 752 7542 20
Registered in England and Wales
Registration number: 3986440
76 Campbell Road, Caterham, Surrey, CR3 5JN
Incorporated under the Companies Act 1985 as a private company limited by shares

General Terms & Conditions

1. Server use

Route22 reserves the right to refuse service and/or access to its servers to anyone.

Route22 do not allow any of the following content to be stored on its servers:

Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any UK legislation.

Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Route22.

Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

2. Support

We will endeavour to provide a continuous high quality service. If you experience problems with your service, you should consult our support website (<http://www.route22.co.uk/support.htm>). Note: if your broadband connection is unavailable then you should use either your previous connection or our free account 0845 dial up service available on request.

Please note we may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services.

3. Reselling of Services

All accounts are to be used by the primary owner only, and do not allow the holders to resell, store or give away web-hosting services of their website to other parties.

Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

4. Unlimited use policy

High bandwidth usage: Route22 offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, Route22 may find a customer to be using

server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, Route22 reserves the right to impose the High Resource User Policy for the consideration of all customers.

5. Database Usage

If you exceed the limits on our database products (MS SQL and MySQL) then we will automatically charge you for the additional space you use at our current prices. For example if you have a 150MB database and 200MB is in use at any point during a month then we will charge for the extra 150MB (currently £30 for MySQL) in that month.

6. High resource use policy

Resources are defined as bandwidth, processor utilization or disk space.

Route22 may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available Route22 reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Route22 continues hosting the website for an additional fee.

7. Payment policies

All accounts are set up on a prepay basis. Although Route22 reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Payment is due every 30 or 365 days, following the date the account was established. Customers will automatically be charged again at the end of their prepay period unless closure notification has already been given.

In situations where a requested payment is not made within the required time, Route22 will immediately suspend the service until the outstanding charge is processed successfully. In addition, Route22 reserves the right to suspend other services until the outstanding debt is cleared. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

No bills or invoices will be sent by regular mail. All invoices will be sent directly to customers via email.

All payment is in UK sterling.

Please note that whilst this email is primarily used for billing purposes, Route22 reserves the right to email you information about enhancements to our systems and product offerings. Your email will not be passed to any other parties at any time without your express permission.

8. Cancellation and refunds

Route22 reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes Route22 terms of service a refund will not be issued in the event of a cancellation.

Customers may cancel their account at any time. During the initial 30 day trial period customers who wish to cancel will be entitled to a full refund for their hosting fees only, but will not be entitled to a refund for any additional services purchased. Any incentives offered to customers when opening the account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives in the result of a cancellation.

Fees charged on a prepay basis are non-refundable. Once the initial trial period has expired customers are not entitled to receive a refund unless the service is cancelled by Route22. In addition some accounts incur set-up fees, these charges are also non-refundable.

9. Indemnification

Customer agrees that it shall defend, indemnify, save and hold Route22 harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Route22, 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 Route22 against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Route22 server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Route22's server.

10. Disclaimer

Route22 will not be responsible for any damages your business may suffer. Route22 makes no warranties of any kind, expressed or implied for services we provide. Route22 does not back up your data/website unless it is placed on a load balanced server, and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Route22 cannot guarantee to be able to replace lost data. Route22 disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by Route22, its employees or its suppliers. Route22 reserves the right to revise its policies at any time.

Please note: by signing up for any of our services you agree to be bound by all Fasthosts terms and conditions.