# **Dynamic Servers Limited – Terms and Conditions**

#### Introduction

By using our website and email hosting services you agree to our terms and conditions. Upon requesting to use our hosting services you agree to follow all terms that are set out within this document.

# **Notification of changes**

If we make any changes to our terms and conditions, you will receive a notification by email. We will ensure that you know exactly what changes have been made and how they might implicate the current usage of our hosting and domain services.

#### Changes made in this revision

**Section 4 - Cancelations and Payments:** Added section 4.3 detailing a new minimum contract length.

#### 1. Usage of our services

- **1.1.** The usage of our hosting services must follow our usage policy. Copies of our fair usage policy can be obtained from our website.
- **1.2**. If a user of our services is found to violate the usage policy, Dynamic Servers Limited have the right to suspend services until the violation has been corrected.

# 2. What is included within the service charge

- **2.1** The services charge for website hosting includes: Creation of the cPanel account on the serve, installing any web applications that maybe needed, creation of email accounts, support for configuring email accounts within a mail client (Such as Outlook, IOS Mail and Android Mail), Support with issues linked to websites not working, email support.
- **2.2** The service charge for website hosting does not include: Configuration of any third-party services email subscription services. This is available as an extra service which can be supplied upon request. Transfer of current emails and websites. There is a charge for any transfer of mailboxes, websites and settings. Please make us aware of how many websites and mailboxes that you will need to transfer over.
- **2.3** The service charge for domain names includes: Registration/renewal of the domain through Dynamic Servers Limited. Updating the DNS records to point to Dynamic Servers

Limited website hosting. Administration time to complete the registration and renewal each year.

**2.4** The Service charge for domain names does not include: Any transfer costs for non .uk domain names. This will be billed separately.

## 3. Support tickets, emails and phone calls

- **3.1** Clients can submit support tickets in various different methods. There is a client area on our website which allows clients to view their services and submit a support ticket online.
- **3.2** Clients can also send an email to Dynamic Servers Limited using the email form on our contact page. This email will then be transferred over to a support representative who will be in contact with your shortly.
- **3.3** Phone support is also available; however, we reserve the right to start investigating the issue over the phone and then continue with support via email responses.

### 4. Cancelations and Payments

- **4.1** If you wish to cancel your service, please provide us 30 days' notice before the end of your renewal date. This way we can be sure that you are still receiving the service that you have left on your account. We will keep your account on suspension for 30 days before removing it completely. Once the account is removed from the server, there is no possibility to restore it. Please ensure you have made a backup of everything that you will need to move forward.
- **4.2** Payment is due 30 days from the invoice date. If payment is not received we will send you a weekly reminder for the next month. Once the month has completed we have the right to suspend your hosting services with us, until payment has cleared.
- **4.3** Upon signing up to use our services, you agree to minimum term of 24 months (two years). You will not be able to cancel your services with Dynamic Severs Limited during the initial 24 months.

#### 5. Network Outages, Server Upgrades and backups

- **5.1** Occasionally a webserver can experience downtime. There are many factors that could lead to this event. We aim to maintain a 99.9% uptime guarantee across our network. If you experience any downtime from your website or through the email service, please do make our support staff aware and they will be able to advise you of the situation.
- **5.2** Server upgrades are essential to keep our network fully operational. Just like in a car certain parts become old and need replacing to increase the life of the system. We will make every effort to ensure that you are aware of a server upgrade as soon as possible. Most of the server systems update without any need for downtime, however there are some new

software's that do require the server to a) be taken offline or b) to fully restart the server. We will make you aware of any updates that will require downtime before the event occurs.

**5.3** We take a monthly backup of each hosting account on our network. This backup is stored in a secure location where access is only permitted in of emergency. The servers also keep their own backups on another server. We advise all clients to keep a local backup of their email accounts using POP3.

### 6. Updates to our policies

### 6.1 Updates to the resource usage policy

As with the terms and conditions we will notify you of any changes to our resource usage policy. There will be 14 days' notice to any updates to this policy and the policy and changelog will be posted at this time as well. For any clients that do not commit to the new policy, there will be a 7 days grace period before we begin action that is outlined in the terms and conditions above.

#### 6.2 Updates to the privacy policy

We value everyone's privacy. We do not share any information with third parties unless specifically stated by the client. If we need to make any amendments to our privacy policy, we will make a full announcement thirty days before any updates are made. We will provide a full updated document to you before the new policy becomes active.

#### **6.3 Cookies Policy**

Occasionally some third-party services that we use, such as Google Analytics and the live chat function on our website, change the name of the cookies that they use and very occasionally they will change the function of specific cookies. We will make you fully aware of any changes to our cookies policy as soon as possible.

Dynamic Servers Limited is a registered company in England and Wales with company number: 10917858. Registered Office address: 138 High Street, Crediton, Devon, EX17 3DX. Postal Address: Dynamic Servers Limited, Unit 1, Oakfield, Bow, Crediton, Devon, EX17 6ER.

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