



Toll free: +1 855 BEASTSERV

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Terms of Service

BEASTSERV - hosting services provider.

The client - individual or a business who rents services from BEASTSERV

When registering with BEASTSERV services, you agree not to violate the terms written in this document.

General Conditions:

1. the client account is provided to you with no warranty for backups, BEASTSERV will not be held responsible to backup your information in any case.
 1. a. BEASTSERV will perform backups to all hosting accounts on a regular basis, but will not be held responsible in case of a missing / corrupt backup file.
 1. b. backups should be preformed by the customer.
2. The customer is not allowed to host on his account any kind of copyright violating material.
3. Hacking / cracking of any kind will not be tolerated.
4. Running harmful scripts and tools on your account is not allowed.
5. Unlimited shared web hosting account users may host domains that are registered under their name or business name only. (To prevent reselling)
6. All shared web hosting accounts may not be resale.
7. Websites that uses large databases (more then 100mb per DB), will be recommended to switch to a more suitable hosting solution which we will provide.
8. Customers that require streaming services (music or video), may contact our sales department and ask for a suitable solution.
9. Shared hosting accounts are intended for hosting personal or business website, if you require storage space you are advised to contact our sales department.
10. If you own more then one website, you may host your websites - as long as the domains are registered under your name or your company's name.
11. Mail accounts my not be used for spam or bulk mail message sending.
12. The customer is responsible of his account login name and password name, and may not give access to a third party.
13. BEASTSERV shall inform the Client by announcements area and or email as soon as reasonably practicable if any maintenance, repair or upgrade requires the Shared Hosting Services to be suspended and shall inform the Client of the likely duration of such suspension.
14. Network latency and ping response time for networks that are not under the direct control or BEASTSERV, and will not be ground for dispute.
15. BEASTSERV can determine in what datacenter to place dedicated server / VPS as France servers are deployed on 4 datacenters in France and will be deployed according to rack availability.

16. Downtime caused by routine or emergency maintenance, repair or upgrade to the Shared Hosting Services provided that, if such maintenance, repair or Upgrade requires the Shared Hosting Services to be restricted or suspended, BEASTSERV shall use reasonable endeavors to notify the Client by email as soon as reasonably practicable in advance of the likely duration of such restriction or suspension and shall Endeavour to resume the Shared Hosting account

17. BEASTSERV provides managed dedicated server service; the service will be at the system level - Microsoft / Red Hat / Linux - Operating system.

SLA:

If your server becomes unavailable, Beastserv.com guarantees hardware intervention and repair time on levels 1 and 2, from 30 minutes to 4 hours, 24/7.

Operating system intervention and ticket time response is from 1h and up to 24h.

The availability of the network is 99.9%, 99.95% and 99.99% monthly.

*(Level 1 = 1 hours Intervention (GTI) / 2 hour Repair (GTR))

*(Level 2 = 12 hours Intervention (GTI) / - hour Repair (GTR))

Application of Conditions

These Conditions shall apply between BEASTSERV and the Client for the provision of Shared Hosting Services; and shall prevail over any inconsistent terms or conditions submitted by the Client or implied by law, trade custom, practice or course of dealing. In the event of conflict between these Conditions and the General Conditions, these Conditions shall prevail.

BEASTSERV Obligations:

BEASTSERV shall use its reasonable endeavors to ensure that:

- (a) The Hardware and Software and the Server is maintained in good working order and in accordance with best industry practice;
- (b) any defect, error or malfunction of the Hardware or Software and the Server is remedied as soon as is reasonably practicable, and the Client is informed immediately if such repair or replacement requires the Shared Hosting Services to be suspended;
- (c) any disruption to the Shared Hosting Services which does not result from any breach by the Client shall be rectified as soon as is reasonably practicable following a request from the Client;
- (d) the Client shall have access to the Server via the Internet 24 hours a day, 365 days a year on the basis of the level of activity on the Website specified in the Order.
If the level of activity on the Website exceeds that specified in the Order, the parties shall meet and agree an increased bandwidth usage and the corresponding.
- (e) Hosting plans will not be resale - the unlimited plan can be used for unlimited domains although the domains must be registered on the same client/company

Clients Obligations:

The Client shall be solely responsible for:

1. (Dedicated / VPS servers) - **Client must inform the seller 14 days in advanced before leaving**

1. (a) any loss or damage to the Website, and shall put in place appropriate insurance cover to cover the risk of any such loss or damage. The Client may not claim any reimbursement, replacement, or compensation from the BEASTSERV in any circumstances;

1. (b) uploading the Content onto the Server and checking that it functions satisfactorily. The BEASTSERV shall not be responsible for any failure of the Client to upload the Content correctly.

1.(c) the Content, for the conception or development of the Website, and for the Clients equipment, systems or software

necessary for the management of the Website.

The BEASTSERV shall have no obligation to validate or vet the Content for usability, legality, content or correctness and shall not, in any event, be liable towards the Client or any third party for any loss arising from or in connection with the Content;

1.(d) complying with all applicable laws and regulations concerning the Content, including (without limitation) for ensuring that the Website contains all information concerning the Client, its products and the conduct of its business which are required.

1.(e) making regular back ups of the Content on any website from time to time.

2. The Client acknowledges that unreasonable or excessive use of any CGI/PHP/MYSQL scripts or other executable programs is incompatible with the nature of Shared Hosting Services and BEASTSERV may give the Client the opportunity to opt for Dedicated Hosting Services instead.

3. The Client shall use its best endeavors to ensure that all Content on the Website does not contain any viruses and/or other harmful code.

4.(a) If the Client wishes to use CGI/PHP/MYSQL scripts and/or other executable programs on the Website, the Client undertakes to make reasonable use of such scripts and/or programs.

4.(b) If, in BEASTSERV opinion, the use of such scripts and/or executable programs is unreasonable or excessive and/or affects or may affect the Server or the provision of the Shared Hosting Services generally, BEASTSERV shall send a warning email to the Client.

The Client shall acknowledge receipt of such email by return and shall inform the BEASTSERV of the reason for such use. BEASTSERV Seller reserves the right to suspend the Shared Hosting Services without further notice if the Client does not provide an explanation which is satisfactory to BEASTSERV within 12 hours of receipt.

5. For the purpose of Conditions 4.(a) and 4.(B) above, BEASTSERV will take into account the following criteria in deciding whether the use is unreasonable or excessive:

(a) number of web requests per day (html, php, cgi, jpg, gif and others);

(b) use of the central processing unit (CPU) (< 60 seconds at 100%);

(c) use of the RAM (<100 Mb per second);

(d) access by a server SQL by 3 simultaneous connections (request/session) only (BEASTSERV recommends to have short connections and to close them after use);

(e) for any other reasons which in the BEASTSERV sole discretion may damage BEASTSERV IT system.

6. Unless the Clients use of the scripts or programs by the Client is grossly excessive or has caused or is likely to cause damage to the website of one of BEASTSERV other Clients, BEASTSERV shall Endeavour to give reasonable notice to the Client of such suspension by email.

7. For security reasons, the operation of Internet Relay Chat services from the Website (including without limitation bots, proxy, bouncer, etc.) requires the prior approval of BEASTSERV, which may be refused in the BEASTSERV absolute discretion.

8. If BEASTSERV detects that the security or integrity of the Website has been compromised, BEASTSERV shall inform the Client by email that the Content must be re-installed, and BEASTSERV shall be entitled to protect the integrity of the Server by disconnecting it from the Internet until the Website has been reinstated. The Client shall be responsible for reinstalling the Content and secure the breach. The BEASTSERV sole responsibility shall be to reconnect the Website to the Internet once it has been reinstated.

8.1 not knowingly use the Services, Software, and/or Hardware or allow them to be used for any unlawful purpose or to send SPAM or for the publication, linking to, issue or display of any unlawful material (which shall include without limit any pirated software or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, defamatory or which breaches the rights (including without limit intellectual property rights) of any third party or which is or encourages criminal acts or contains any virus, worm, Trojan horse or other harmful code)(including Websites content - children's porn / animal abuse / spam / pharmacy / gambling - will not be tolerated) whether under English law or regulation, the laws or regulations of the Customer's country or any

other place where the results of such purpose or such material can be accessed; not knowingly use the Services, Software and/or Hardware or allow them to be used for the publication, linking to, issue or display of any material which in the absolute discretion of the Supplier may harm the Supplier or any of its clients or bring the Supplier into disrepute or may call into question any action taken by the Supplier on the Customer's behalf

9. BEASTSERV will help you transfer your files and data, you are committed to supply BEASTSERV with proper and latest backups of your data.

10. BEASTSERV will help you transfer your files and data, you are obligated to have proper license and support from any third party program/scripts/software etc.

11. Websites content - child porn / animal abuse / spam / pharmacy / drugs - will not be tolerated

Term and Termination

1) The Seller shall send The Client reminders for their plans and services, payments.

2. BEASTSERV shall be entitled to terminate the Shared Hosting Services for its own Convenience at any time and without incurring any liability by giving 7 days written notice to the Client.

3. BEASTSERV shall be entitled to suspend the Shared Hosting Services without incurring any liability if the Client commits a breach of any Condition
- Breach any of these Conditions shall be deemed to be a material breach of the Contract.

4. BEASTSERV shall be entitled to erase the Content and any material uploaded on the Server 2 days after the Expiry Date or forthwith upon the termination of the Contract for any other reason whatsoever without incurring any liability towards the Client.

Cancellation and refunds if approved - for any reason and in any plan will be charged 15% of the deal.

License fees, domain names, and SSL certificates are not refundable.

We do not have 30 days or any days money back guarantees for dedicated servers.

Speed test file can be found here: <http://www.beastserv.com/100mb.rar>

Ping test IP: beastserv.com / Servers location, France DC.

1. BEASTSERV reserves the right to change / modify the terms on its own discursion from time to time, without further notice.