

Terms of Service

Terms of Service

040 Hosting (“The Company”) agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of 040 Hosting Service constitutes acceptance and agreement to 040 Hosting TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of 040 Hosting.

Part of our TOS is our Privacy Policy, by agreeing to our TOS you are also agreeing to our Privacy Policy; you will find this here: [Privacy Policy please follow this link](#).

These are the rules in short but please do continue and read the rest of this page, if any questions arise please do contact us before you sign up, we like to be clear to our customers and run smooth operations for all our customers. If you have a problem with the below rules please find another company which is willing to accept these services. **If you are a future dedicated server customer and are in need of some of the below-prohibited programs please contact sales to discuss**, no illegal material is ever allowed.

Note

No IRC's, BNC's, Eggdrops, Unauthorized SHELL programs, HYIP or PROXY sites, Illegal or blatantly offensive material or Spamming from a site or server. No Exceptions at any time for any reason. Customers who LOAD (Proof of use or public display NOT required) these programs or materials on any server will be terminated without recourse and billed (including penalties) and further pursued to THE FULLEST EXTENT of the LAW, including but not limited to lawsuits against the individuals responsible.

Spamming using other resources with links directed back to sites on our servers IS involving us in the spamming not unlike using our actual server and can be grounds for termination without recourse.

Use of company services constitutes acceptance and agreement to the company's AUP as well as the company's TOS (Terms of Service). All provisions of this contract are subject to the TOS

(Terms of Service) of 040 Hosting and AUP (Acceptable Use Policy). The AUP and TOS may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

Indemnification Policy

You agree to use all 040Hosting services and facilities at your own risk. 040 Hosting specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall 040 Hosting be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages.

Customer agrees that it shall defend, indemnify, save and hold 040 Hosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against 040 Hosting, 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 040 Hosting against liabilities arising out of Any injury to person or property caused by any products sold or otherwise distributed in connection with 040Hosting's server.

Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party Copyright infringement any defective products sold to customer from 040 Hosting's servers. 040 Web Hosting shall be the sole judge of what violates this Policy.

We will follow up on NTD procedures ([Notice and Takedown](#) procedures as per the code of conduct); please use our system to [create a ticket](#) so we may assist you with your questions and/or complaints regarding a potential copyright issue.

Refusal or Discontinuance of service

The Company reserves the right to refuse, suspend or discontinue the Services in the company's sole discretion and without liability. The company may deny you access to all or part of the Services without notice, and without liability, if you engage in any conduct or activities that the company, in its sole discretion, believes violates these terms of use, violates any Laws or puts the company at risk of any civil liability. The company shall have no responsibility to notify any third-party providers of services, merchandise or information of such refusal, suspension or discontinuance, nor shall it have any responsibility for any consequences resulting from such refusal, suspension or discontinuance or lack of notification.

SPAM Policy / Email Policy

040Hosting is committed to a **zero-tolerance, anti-Spamming policy**. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent either: Over the 040

Hosting network (also known as 040services.net), by customers or any other users of the 040 Hosting network (including customer's customers); AND/OR over ANY network— if the message sent advertises or mentions a site hosted on the 040Hosting servers. We react very quickly and seriously to violations, and we further reserve the right to terminate the services, without prior notice, of any customer disregarding this policy. Sending an unsolicited commercial email (a.k.a. "spam"), cross-posting messages to a large number of Usenet groups, posting obscene or threatening messages while using or referring to a 040Hosting email address or website URL is prohibited. The use of 040 Hosting servers as a mail drop for responses to activities described above is also prohibited. Accounts canceled due to spam are subject to a "clean up" fee of at least EUR 250,00

As from October 2013 we do no longer provide IP addresses which are used for mail sending, no exceptions. If your site does need to mail out information to users this is not a problem as long it is not spam but you will not need to have a large amount of IP's for this task. Any request for a server with multiple IP's must provide us with a justification of IP address use. Any other use as where the justification is granted for may cause suspension of the network and/or server.

We do NOT allow catch-all email addresses to be enabled in any account on any Shared, Reseller or Semi-Dedicated server due to the massive resource usage these can cause and can only contribute to more spam.

Mailing list policy

This policy is valid for ALL services (Shared, Semi-Dedicated, and Dedicated servers) unless clearly stated otherwise.

- Mailing lists must be double opt in lists.
- Messages must have clear removal instructions and valid headers.
- Removal requests must be completed within 24 hours.
- Messages must include details on how the user subscribed. These details must be able to be provided to 040Hosting on our request.
- Excessive complaints may result in account suspension or termination.
- 040Hosting reserves the right to charge EUR 250,00 "clean up" fee for IPs which are blacklisted due to failing to adhere the 040Hosting policies.
- Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at <http://www.spamhaus.org> will result in immediate account termination.
- Do not send more as 175 emails per hour on our shared servers. This limit is also the default for our semi-dedicated but can be adjusted in specific cases for our client's needs. Dedicated Servers can be used and configured the way the client sees fit as long above rules are taken into consideration.

Content Policy

All services provided by 040 Hosting may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited, when located on a server in another country as the United States local laws apply. This includes, but is not limited to copyrighted material, trademark, intellectual property, the material we judge to be threatening or obscene, or material protected by trade secret and other statutes without proper authorization. The subscriber agrees to indemnify and hold harmless 040 Hosting from any claims resulting from the use of the service which damages the subscriber or any other party. Pornography and sex-related merchandising are prohibited on all 040 Hosting shared servers. This includes sites that may infer sexual content or links to adult content elsewhere. So Called Payday sites or other high affiliate websites are not allowed without specific permission from 040Hosting on our shared hosting environment. 040 Hosting will be the sole arbiter in determining violations of this provision. Also prohibited are sites that promote any illegal activity or present content that may be damaging to 040 Hosting servers or any other server on the internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- Pirated software
- Hacker programs or archives
- Warez sites
- Adult sites (Shared Hosting)
- MP3 Sites
- Proxy Sites (Shared Hosting, see CGI Scripts Policy below)
- Streaming sites (Shoutcast) (this is only allowed on dedicated servers, but not supported).

040 Hosting does not host sites of its competitors or web pages promoting sites of its competitors on its shared platform. Any illegal activity, including adult content, links to adult content websites (in our shared environment), spamming or hacking will result in your site being shut down and all your files deleted without warning. The same is also applicable for all resellers and any other sub accounts hosted under these reseller accounts. 040 Hosting will be the sole arbiter as to what constitutes a violation of this provision.

Account Information and Setup

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) for fraud. **It is your responsibility to provide us with an email address which is not on the domain(s) you are signing up under as when accounts get suspended for any reason we would not be able to contact you.** If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose.

It is your responsibility to ensure the email address on file is current or up to date at all times as well as all other details like Address and if applicable your VAT id. Providing false (or 3rd party)

contact information of any kind may result in the termination of your account and services or the rejection of your order. If you need assistance with changing some fields in our support portal please contact our support team and we gladly assist you with this.

For Domain registration your default mail address will be used unless you created different details for the domain registration; the email recorded here will be used by the registry in some cases to verify the email (i.e. with .com .net .org TLD's) even if you have used the Anonymous service to hide your details in the whois we must verify if the email you provided is correct and active.

CGI Scripts Policy

Each account comes with its own cgi-bin. You are free to use any CGI scripts you wish, however, we reserve the right to disable any CGI script that effects normal server operation or service to other 040 Hosting customers. You will be notified in 24 hours about offending cgi script. No chat room or similar scripts allowed. 040Hosting is not responsible for scripts that you use in your hosting. It is not our responsibility to ensure your scripts function. Please don't expect our support techs to troubleshoot aspects of your scripts or third party scripts that you use on your sites hosted on our servers.

040 Hosting does not allow CGI proxies on Shared accounts. CGI proxies are allowed on Dedicated servers only when having written approval from 040 Hosting and its data center. 040 Hosting reserve the right to remove every CGI proxy script without notification for Shared accounts.

Sites promoting proxies or linking to proxies are also not allowed on our Shared Servers.

Game / Clan Websites

These sites are not allowed on our Shared, Semi-Dedicated or Reseller servers, if you want to run a Game or Clan Server you will need a dedicated server, also if you do not run the game on our servers and only want to host your website we have to enforce this policy. No exceptions.

Resource Usage

If our system administrators determine that a customer's account is utilizing an unacceptable amount of system resources, we may temporarily deactivate the account in question. We try to contact the client to offer alternative solutions for their accounts and make our best attempt to keep their account active without degradation to other clients services. The Company is the sole arbiter as to what constitutes a violation of this provision. On servers with CloudLinux, much of this process is automated and you can see in your control panel how your resource usage looks like.

To protect our customer's resellers are *not allowed* to run a so-called free hosting business (charity websites are allowed though), this does attract a certain group of people and scripts which do use too many resources, we rather do not see these on our servers. If you believe you

are an exception you may always contact sales and discuss your personal situation. This is not applicable for dedicated server owners.

Shared Webhosting services are not meant to be Development Servers, if you are developing on the server itself and it causes instability to our clients your account may get suspended and we will inform you of this, If you really do want to use a machine to develop on please check out our Dedicated Servers (Unmanaged) or if the development stays within the cPanel framework our Managed servers.

Unmetered Bandwidth falls under the Resource Usage; as long the usage does not affect other users and/or system performance you can use Unmetered bandwidth on the Green, Gold and SSD Plan #3 & 4 without to worry you ever go over the bandwidth usage in case of normal usage. Note that other resources are still limited.

Programs

We do not allow programs to run continually in the background. This is to minimize system resources used and operational maintenance needed. We do not allow any chat or topsite programs on our servers other than the ones we pre-install for our clients to use. This does include but is not limited to cron jobs running every minute.

Scripts & Applications and third party Services.

You are fully responsible for the installation and operation of any and all scripts and applications. We will not troubleshoot or provide any support relating to malfunctioning scripts or applications. You are **responsible for maintaining the latest version** of any and all scripts and applications, not updating a vulnerable application may get your account suspended (or terminated in case of recurring problems due to outdated scripts). This is a policy we must strictly adhere to. If you create a ticket regarding our services and later is found it was an issue clearly caused by the user we may charge a fee of up to EUR 75,00 per hour (excl. VAT)

We also do not install or manage third party services, i.e. SSL certificates or third party services running needing adjustments on our shared servers. While we may open certain ports for payment gateways if necessary we will not install or configure services bought through a third party on our servers. You are free to order your SSL at any other location as 040Hosting but you will need to install it yourself or with the help of the third party provider, 040hosting does, however, offer cheap SSL certificated for their clients which we do install for you. A third party service is any service not ordered through 040hosting.

Free Transfer Assistance for cPanel websites

Free Transfer Assistance with moving your site from your previous Cpanel host to 040Hosting. Note that is offer is only valid when transferring all sites directly from your old cPanel host to us and if your old host did not cripple standard cPanel functionality. Assisted transfers from other control panels are charged at EUR 35,00 per hour excl. VAT this only contains the data of the

website and if made possible by the previous host a database transfer. Free transfers can only be done during office hours from Monday until Friday from 09:00 till 16:00 CET; for transfers in the evenings and weekends we have to charge an additional fee of EUR 75,00 per hour.

Cron Job Policy

On our Shared environments, we do not allow cron jobs running every minute, a fair setting is one job per 15 minutes, if you need to run jobs more often (but not every minute) you may ask permission to do so from our support team, in some cases we may make an exception.

Chat Policy

040 Hosting does not allow chat rooms if that effects normal server operation or service to other 040 Hosting Customers.

IRC networks: It is absolutely forbidden to host an IRC server that is part of or connected to another IRC network or Servers found to be connecting to or part of these networks will be immediately removed from our network without notice. The server will not be reconnected to the network until such time that you agree to completely remove any and all traces of the IRC server, and agree to let us have access to your server to confirm that the content has been completely removed. Any server guilty of violation will result in immediate account termination without refunds.

Domain Registration

Our system does try to check if your domain is available, however, it needs to rely on the whois services provided by the TLD. This is not always accurate or there may be disruption of services between us and the whois services provided by the TLD. We can not give any guarantee that your domain is available until AFTER the registration process. If we indeed can not register the domain we will contact you for an alternative, and if needed refund the payments. We also advise checking our quick whois lookup tool at <https://www.040whois.nl> which does check domain availability on a different level and might be faster with its checks. Also for this service, we are not able to provide any guarantees as some TLD limit or do not allow to register some domain names.

VPS Service

Our limited VPS service gives *no guarantees of any kind, either expressed or implied, as to the integrity of this service.*

This service is provided as a BETA product all data on this service should be backed up and should not be used in mission critical systems or services.

Use of this service is entirely at your own risk; our engineers will, however, provide you with assistance at the best of their abilities at all times.

For mission critical systems and services we kindly advise you to look at our Dedicated Server

Offerings.

Managed Dedicated Servers

Managed Dedicated Servers include the following services:

- Managed OS, we initially configure the OS for you, we do regular OS based updates but do not reboot your server for kernel updates (only on request).
- Managed cPanel/WHM, we initially configure cPanel/WHM and provide support to the client to assist with configuring cPanel/WHM.
- Managed Firewall settings and 040Hosting Firewall rules.
- We do NOT manage the content of clients.
- We provide hardware support, broken hardware will be replaced without costs.
- Reinstallations of the server and or cPanel/WHM are free of charge if caused by an error on our side (i.e. broken hardware) but we may charge a fee if the re-installation is needed due to a mistake of the client.
- Transferring data to a new server (up or downgrade within our company) during office hours is free of charge, outside of office hours a transfer fee may be applicable.
- Backups on the own server are configured, external backups are available for an additional fee.

UnManaged Dedicated Servers

Unmanaged Dedicated Servers include the following services:

- Initial OS installation (out of selection)
- Hardware support (broken hardware will be replaced without costs).
- No OS support
- Hardware Reboots / Rescue mode on request. (or through portal if requested).
- Re-Installation free of charge of initial OS (once per month or through portal)
- Setting up Reverse DNS entries

Backups

Your use of 040Hosting's Services is at your sole risk. This service is provided to you as a courtesy. 040Hosting is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on 040Hosting servers. Any and all backup services provided by 040Hosting, whether paid or not, are offered with no warranty or guarantee of their date, accuracy, and integrity. Backups of European servers are staying within European Datacenters. Note that servers outside of Europe may be backed up in Europe as well, please contact us for details and/or possible exceptions for your needs.

Full system backups are made for shared hosting, Semi-dedicated, Elastic Site hosting, and Reseller hosting. *No guarantees are made of any kind, either expressed or implied, as to the*

integrity of these backups. **Backups are made for server restoration purposes only.** It is the client's responsibility to maintain local copies of their web content and information. The Backup Manager is included in each hosting plan and you can use this tool to backup your files.

Accounts with more as the average amount of files may be excluded from the system backups after notification to the client, which may then decide on a paid backup solution or make their own backups. The Backups are only made for our Shared Hosting, Reseller Hosting, Semi-Dedicated Hosting Services. Unmanaged servers are NOT included in any Backups. Managed servers make backups for quick site restores on the server itself if configured in WHM ([learn how to setup backups in WHM](#)) but no off-site backups unless ordered separately.

Accounts over the size of 5GB may not be backed up, you will need to make manual backups yourself. Accounts over quota will not be included in the backup as well as accounts suspended will not be included in the backup.

Large cache directories will be excluded from the backups. (i.e. think about wp-cache directories). (a list is available at our support department and knowledge base).

note: If you need backups for other purposes (i.e. comparing the backup against the current site) you must do so from your own backups, we can only restore files to your account and thus overwrite your current content. You can create your own backups in cPanel or download them from our backup system locally.

Mailings

Please inform our support desk if you plan to use any mailing lists in order to make sure your account is setup correctly. Failing to do so might interrupt your mailings.

Tickets and Ticket System

The only correct way to ask for support is by doing this through our support system, please make sure you are as detailed as possible in your tickets so our technical support staff can assist you. Not providing all details in your ticket will automatically lower your support requests urgency to low, we will then need to ask for additional details and your ticket may be delayed.

In the support desk please make sure you **select your request area correctly**; our 24x7 staff can only answer tickets in English and is there only for urgent tickets (i.e. services not working) non urgent tickets may be charged at EUR 5,00 per ticket after a warning; if you create a ticket in Dutch please make sure you move it to our 5x7 NL queue if the ticket is not urgent, if the ticket is urgent due to a service not working please write the ticket in English and place it in the 24x7 support queue.

We will do what we can to assist you as fast as possible at all times.

Please keep all tickets clean and professional, we do not tolerate cursing/swearing in our tickets; after being warned you may face termination of your account and lose the right of

refunds by continuous abuse of our staff.

Uptime Guarantee

If your shared- reseller- semi-dedicated server has a physical downtime that is not within the 99.9% uptime you may receive one month of credit on your account. Approval of the credit is at the discretion of 040Hosting depending on justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system of the server which may differ from the uptime reported by individual services. To request a credit, please contact our administration through <https://www.040support.nl> with justification. All requests must be made in writing via tickets within the 7 days following the calendar month where the uptime guarantee was not met. Uptime guarantees only apply to shared, reseller, and semi-dedicated solutions and needed (published at <https://www.040support.nl>) maintenance on servers is excluded.

Why we exclude maintenance from the Uptime is simple, guaranteeing a 100% or even 99.9% uptime can only be done in a perfect world where no sudden security updates need to be done on servers, unfortunately this is not the world we live in, we do need to patch servers as soon as security patches are available and the reality is that this may cause downtimes. We took every possible precaution to limit downtimes due to security updates (including but not limited to live patching of kernel vulnerabilities without the need for reboots), we just feel it's not fair to you or us to add this time to a uptime record; we are here not only to give you the best uptime but also to give you stable and secure services.

Payment Policies

040 Hosting offers a 30 day, no questions asked money back guarantee for our hosting services (excluding all dedicated server offers and 3rd party services like scripts, SSL certificates, templates, IPs, domain names). After the end of the 30 day period, the following rules apply to all services. One 30 day money back refund for Customer allowed per 180 days to prevent abuse. Establishment of these services is dependent upon receipt by 040 Hosting of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service. No refunds will be available for custom programming & scripting work. The above applies to all accounts and services provided by 040Hosting.

Preferred methods of payment (in order):

- **Mollie** (iDeal, American Express, Mastercard, Visa, Maestro, Dankort, CartaSi, Nordea and Carte Bancaire, Vpay, Bankcontact, Mister Cash, Bitcoin(*), Sofort banking, Iban, Belfius, KBC/CBC. Credit cards and/or Debit cards of Visa, Mastercard and/or AMEX they must have 3D secure enabled.
- **PayPal** (International Orders). (setup usually within minutes after verification of account). PayPal offers a wide range of payment methods and for credit card transactions a Paypal account is not necessary.
- **Bank transfer** (wire transfer) for European Customers (note that bank transfers may delay

your setup or payment this may take 3 to 6 working days before it will be booked).

*Bitcoin (note: **no refunds are provided for bitcoin payments use at own risk**, also bitcoin transfers are time sensitive, if a payment is not completed within our payment providers time limit (15 minutes) they will refund the payment to your bitcoin account. We are not responsible for lost payments when paying with bitcoins!) These are high-risk transactions. Transactions made from any accounts listed at fraudrecord will be LOST. Do NOT use this payment if you are not 100% sure you can use it without issues we are not able to provide any sort of refunds your money will be lost. If in doubt do not use this payment method.

Recurring Payments:

Recurring payment options are available by means of PayPal; special notice needs to be taken that you set up the recurring payment on the day, or just before, the invoice is due to avoid payment reminders and even in some rare occasions suspension of your account. As recurring payments are not handled by us but by 3rd party companies (Paypal), we are not able to make changes to your recurring payment setup, you will be responsible for setting this up and keeping those recurring payments up to date, no guarantees can be given on refunding recurring payments which have not been cancelled properly after the service is stopped.

Services will be interrupted on accounts that reach 14 days past due (for any open invoice) this can include all services on the account which has the overdue invoices, a late fee of 5% of the open amount with a minimum of EUR 5,00 will be added after 30 days. Accounts that are not collectible by 040Hosting may be turned over to an external international collection agency for collection, all costs will be added to your open invoice including the already charged late fee. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred.

If you dispute a charge to your credit card issuer that, in 040Hosting sole discretion is a valid charge under the provisions of the TOS, you agree to pay 040Hosting an "Administrative Fee" of EUR 50,00. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

040 Hosting does not offer free web hosting unless a special coupon is used provided by 040 Hosting and used within the validated period of the coupon.

Please note that a refund will not cover any domain names ordered or came with the plan, they will be deducted from your refund at a rate accepted when you did order your domain even if this is for more as 1 year or if the domain was included as part of a hosting package.

You will be notified by e-mail to the address you signed up with for services of success or failure of payments.

Refunds will not be given to any order which violates this TOS.

No refunds for any free account for any reason.

Account Cancellation

Requests for **canceling accounts must be made in writing with at least 14 days notice before your billing date and sent to: [billing at 040hosting.nl](mailto:billing@040hosting.nl) with cancellation reason, domain name, account's username and password.** Or you may use the cancellation procedure in our support desk; please do include the details in your ticket as requested above, when using this method you **MUST** login to our support portal and create the ticket on the cancellation support area. 040 Hosting verifies the details sent and ensures that the Customer has no past due invoices, **then we email back to the Customer asking for confirmation;** Customer should pay all past due to invoices, if any, **respond and confirm account's cancellation.** Customer's data will be removed from the Company's servers as soon as a confirmation email from the Customer is received and past due invoices paid if any. **Failing to follow this procedure may cause the account or server not to be terminated and you will not have canceled the account which can occur costs to you.**

Fraud Checking

Besides the fraud checking by our payment partners, 040hosting utilizes FraudRecord to screen new orders for previous fraudulent activity and report existing clients who violate our Terms of Service. In the case of a violation, you may be reported to FraudRecord for misbehavior using **non-identifiable anonymous information.**

Terms of Service for our VPN Service

Please check our additional terms of service for our VPN Service here:

<http://www.040hosting.eu/about-040hosting/terms-of-service-vpn/>

Contact information

040 Hosting
Fransebaan 57
5627 JP Eindhoven
The Netherlands

Chamber of commerce Eindhoven (KvK) : 17093425
European VAT id: NL 141165509b02

Updates

Last update: 08 August 2012 : Payment policies (iDeal), Resource usage (CloudLinux) and added part about Game/Clan websites). Some minor readability changes.

Last update: 13 August 2012: Fixed some readability changes, the text remains the same.

Last update: 28 September 2012: Added a more clear statement over Cronjobs about what is acceptable and what is not. To further clarify the paragraph 'Programs'.

Last update: 30 October 2012: Added clarity about the responsibility of scripts and Applications.

Last update: 13 April 2013: Added clarification that catch alls are not allowed due to resource restrictions and possible spam issues.

Last update: 2 September 2013: Added colored attention to the catch all line under SPAM Policy due to a larger and larger issues this causes with system resources and clients are STILL setting up catch all email accounts.

Last update: 17 October 2013: Clarified and updated our official policy on transferring websites to our service.

Last update: 23 October 2013: Clarified that proxy scripts and or links are not allowed on our Shared Servers. This was already not allowed under our 'Content Policy' in our TOS but we added this to clarify our Terms.

Last update: 23 October 2013: Added additional information about additional IP's and mail services. 040Hosting does not allow additional IP's for mail sending.

Last update: 08 April 2014: Added FraudRecord usage warning to the TOS.

Last update: 17 May 2014: Added additional payment methods and restrictions

Last update: 13 June 2014: Added additional information to resource usage paragraph.

Last update: 24 June 2014: Added staff abuse policy under Tickets and Ticket System section added clarification to the cPanel Transfer assistance section.

Last update: 1 July 2014: Clarified suspension of an account due to non-payment can include all services active on the account.

Last update: 1 August 2014: Clarified backups section for specific services.

Last update: 26 September 2014 : Clarified third party services and responsibilities.

Last update: 05 November 2014 : Clarification on recurring payments added.

Last update: 09 November 2014 : Clarification that streaming is not allowed in shared environments.

Last update: 30 December 2014 : Late fee change; as the late fee was sometimes very high for small amounts we changed our policy on this; as from today the late fee will be 5% of the due amount with a minimum of EUR 5,00

Last update: 28 March 2015: Added line about our Limited VPS backup product to the 'Backup' section. And fixed some typos in the 'Backup' section of the TOS.

Last update: 28 March 2015: Added new paragraph about our limited VPS Service.

Last update: 18 March 2015: While we expect everyone to know we have added the following paragraph: Account information and setup

Last update: 13 June 2015: Added reference to Privacy Policy and NTD (Notice and Takedown procedures) and clarified payment policies.

Last update: 8 August 2015: Made some texts in the cancellation procedure BOLD to emphasize the procedure, this is no way voids the previous TOS but is done to make things even more clear.

Last update: 1 September 2015: Added some additional clarification about domain names availability by WHOIS services.

Last update: 8 January 2016: Added additional information on managed and unmanaged servers.

Last update: 1 February 2016: Added additional information on backups of accounts larger as 5GB

Last update: 10 February 2016: Added clarification on suspension or termination due to running outdated scripts/applications under the topic: Scripts & Applications and third party Services.

Last update: 12 March 2016: Updated the Payment method section with the new payment gateways and removed outdated payment gateways.

Last update: 24 March 2016: Updated/added: Uptime Guarantee

Last update: 10 May 2016 : Clarification on recurring payments added.

Last update: 5 July 2016: Clarification on delay in bank transfer payments.

Last update: 25 July 2016: Clarification on always updating contact information properly (related to some fields which can not be edited by the customer).

Last update: 29 September 2016: Additional clarification on bitcoin payments. Removed 2checkout as a payment gateway.

Last update: 11 October 2016: Added information server backups and accounts *over* quota which will not be backed up.

Last update: 12 October 2016: Added KBC/CBC payments as an option for our clients from Belgium.

Last update: 24 November 2016: Added American Express as a credit card payment option. Added a clear mailing list policy.

Last update: 7 December 2016: Clarified with 'note' that we can't provide backups through our backup system for downloads, we can only restore files back to the account.

Last update: 15 December 2016: Clarified the free transfer service by adding the actual current fee for evening/weekend transfers.

Last update: 19 December 2016: Added clarification to Refusal or discontinuance of service and to Backups responsibility.

Last update: 22 December 2016: Added information over unmetered bandwidth for some of our shared hosting packages. (offered from 22-12-2016)

Last update: 25 January 2017: Added clarification when free transfers with managed servers to new servers are available and that external backup for managed servers are only available as an additional service and not included by default.

Last update: 06 May 2017: Fixed grammar and typos in the Terms of Service.

Last update: 06 May 2017: Added information that our payment processors only accepts 3D secure cards.

Last update: 31 May 2017: For clarification added to Account Information and Setup that no 3rd party details are allowed. Orders must be placed by the responsible owner, not a 3rd party.

Last update: 06 November 2017: rephrased the first paragraph of the Backups section to further clarify our services and added elastic-hosting to the list.

Last update: 27 November 2017: Made it clear that the Terms of Service do include our Privacy Policy; agreement to the TOS is also an agreement to our Privacy Policy.

Last update: 08 December 2017: Added note that suspended accounts are not backed up. As well where to find the excluded directory list for the backups.

Last update: 2 February 2018: Added clarification on location of the European backups. And updated general backup text with the latest information.

Last update: 18 February 2018: Added warning of a fee for creating non urgent 24x7 support tickets .

You can Download this updated terms of service for your records by pressing the PDF button at the bottom of this document.