

Pixelapes Terms of Service

Pixelapes



Use of a Pixelapes service constitutes acceptance and agreement to this Terms of Service (TOS), as well as Pixelapes' Acceptable Use Policy (AUP). At various times, Pixelapes may change either the TOS or AUP upon notification of the customer. Changes shall not be grounds for early contract termination or non-payment.

Disclosure to Law Enforcement

The AUP specifically prohibits the use of our services for illegal activities. Therefore, the customer agrees that Pixelapes may disclose any and all customer 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 customer. In addition, Pixelapes shall have the right to terminate all customer services.

Service Rates

The customer acknowledges that the nature of the service and the initial rates and charges have been communicated. The customer is aware that Pixelapes may prospectively change the specified rates and charges. Any promotional offer is contingent upon Pixelapes achieving and maintaining its cost of service goals, including but not limited to, rates charged to Pixelapes by its suppliers. The customer will receive one calendar month notification of any changes to service rates.

Payment

Establishment of this service is dependent upon receipt by Pixelapes of payment of stated charges. Pixelapes follows an advanced payment schedule. Payments are due on the date of signup. All customers will be automatically enrolled in recurring billing. Please be sure to keep Pixelapes notified of any change in billing information. The above applies to all accounts and services provided by Pixelapes.

Domain Registration Payments

If Pixelapes registered the customer's Domain Name, the customer should provide a complete payment for the domain name in question at least 30 days before the domain expiry date, otherwise the domain name in question will automatically expire unless an agreement to auto renew is in place. Domain Names will not be renewed until full payment is received. If the customer registers their Domain Name independently of Pixelapes, Pixelapes has no role in controlling domain name expiry policy. It is in the customer's best interest to pay prior to the domain expiry date.

Cancellations

All cancellations must be submitted in writing, either by email or by post. All paid fees are non-refundable. Pixelapes must be notified 30 days in advance of any cancellation request for a service plan. In case of 30 days or less prior notice, a cancellation fee of 30% for the following year's fees will be charged. Service will be terminated within 48 hours of written consent being received by the customer by email or posted hard copy.

Failure to Pay

Pixelapes may temporarily deny service or terminate this Agreement upon the failure of the customer to pay charges when due. Such termination or denial will not relieve the customer of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

Full details of liabilities and responsibilities can be found in the Terms and Conditions attached to the customer's Service Order Contract.

New Domain Accounts

All new web hosting accounts involving new domains will be set up and entered into our DNS servers within 3 to 5 business days. Due to unforeseen complications, however, this process may sometimes require up to 7 business days. All domain name registration fees (as furnished by Pixelapes) must be paid by the customer in full prior to the actual registration of the domain.

Transfer of Domains

New web hosting accounts which involve the transfer of a domain from another provider to Pixelapes, will require a minimum of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (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. All domain transfers are subject to Pixelapes' registration fees. If the customer cancels service during the transfer period for any reason, all fees incurred must be paid.

E-mail Support Boundaries

Pixelapes, provides technical support to customers via telephone and on-line email. Pixelapes limits its technical support to its area of expertise. Pixelapes provide support to services on Pixelapes' servers only. Pixelapes only provide support for incoming email issues. Pixelapes do not provide support for outgoing (SMTP) email issues. Pixelapes do not offer technical support for application specific issues, such as cgi, php programming, html, coding issues or any other such issue. Any support issues dealt with by Pixelapes will incur charges billed at the standard hourly rate of €70 per hour.

SPAM Policy

SPAM and Unsolicited Commercial Email (UCE): Pixelapes maintain a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. The customers of Pixelapes may not use or permit others to use our network to transact in UCE. The customers of Pixelapes may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Violation of Pixelapes SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Pixelapes will initiate an immediate investigation (within 48 hours of notification). During the investigation, Pixelapes may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Pixelapes may, at its sole discretion, restrict, suspend or terminate the customer's account. Further, Pixelapes reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Pixelapes will notify law enforcement officials if the violation is believed to be a criminal offence.

First violations of this policy will result in an "Administrative Fee" of €300 and the customer's account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of €500 and immediate termination of the customer's account. Customers who violate this policy agree that in addition to these administrative penalties, they will pay "Research Fees" not to exceed €150 per hour that Pixelapes personnel must spend to investigate the matter.

As our customers are ultimately responsible for the actions of their customers over Pixelapes network, it is advisable that customers develop a similar, or stricter, policy for their customers.

Network

IP Address Ownership

If Pixelapes assigns the customer with an Internet Protocol (IP) address for the customer's use, the right to use that Internet Protocol address shall belong only to Pixelapes, and the customer shall have no right to use that Internet Protocol address except as permitted by Pixelapes in its sole discretion in connection with the Services, during the term of this Agreement.

Pixelapes shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to the customer by Pixelapes, and Pixelapes reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new 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.

Therefore, customers must use name-based hosting where possible. Pixelapes will periodically review IP address usage, and if Pixelapes find that customers are using IP addresses where name-based hosting could be used, Pixelapes reserve the right to revoke authorisation to use those IP addresses that could be used with name-based hosting.

Bandwidth and Disk Usage

The customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by the customer on the Service Order Contract (the "Agreed Usage") without additional charges being incurred. Pixelapes will monitor the customer's bandwidth and disk usage. Pixelapes does offer additional bandwidth and disk usage for the advertised fee. Pixelapes shall have the right to take corrective action if the customer's bandwidth or disk usage exceeds the Agreed Usage.

Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in Pixelapes' sole and absolute discretion. If Pixelapes takes any corrective action under this section; the customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, Pixelapes will charge the customer's as per the current advertised prices.

System and Network Security

Customers are prohibited from violating or attempting to violate the security of Pixelapes Network. Violations of system or network security may result in civil or criminal liability. Pixelapes will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting customers who are involved in such violations.

These violations include, without limitation:

- Accessing data not intended for such customer or logging into a server or account, which such customer is not authorised to access.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation. Attempting to interfere with service to any customer, host, server, or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- Taking any action in order to obtain services to which such customer is not entitled.

Notification of Violation

Pixelapes is under no duty to look at each customer's activities to determine if a violation of the AUP has occurred, nor do Pixelapes assume any responsibility through our TOS or AUP to monitor or police Internet-related activities.

First violation: Any customer which Pixelapes determine to have violated any element of the TOS or AUP shall receive an email warning them of the violation. The service may be subject, at Pixelapes' discretion, to a temporary suspension pending a customer's agreement in writing to refrain from any further violations.

Second Violation: Customers that Pixelapes determine to have committed a second violation of any element of the TOS or AUP shall be subject to immediate suspension or termination of service without further notice.

Pixelapes reserve the right to drop the section of IP space involved in SPAM or Denial-of-Service complaint if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on a customer's account or a customer's network (resellers), or if denial of service attacks are originating from the customer's account. In certain rare cases, Pixelapes may have to do this before attempting to contact the customer. If this occurs do this, Pixelapes will contact the customer as soon as is feasible.

Suspension of Service or Cancellation: Pixelapes reserve the right to suspend network access to any customer if, in the judgement of Pixelapes network administrators, the customer's account/server is the source or target of the violation of any of the other terms of the TOS or AUP or for any other reason which Pixelapes chooses. If inappropriate activity is detected, all accounts of the customer in question will be suspended until an investigation is complete. Prior notification to the customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's account(s) was/were suspended.

Pixelapes reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of Pixelapes must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate cancellation. Resellers will be held responsible for the actions of their customers in the matter described on these terms and conditions. Therefore, it is in the customer's best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

Miscellaneous Provisions

The customer must provide and keep current their contact information.

A waiver by Pixelapes of any breach of any provision of this Agreement by the customer 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.

Pixelapes takes no responsibility for any material input by others and not posted to Pixelapes Network by Pixelapes. Pixelapes is not responsible for the content of any other websites linked to Pixelapes Network; links are provided as Internet navigation tools only. Pixelapes disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

Responsibility for Content

Pixelapes' customers are solely responsible for the content stored on and served by their Pixelapes server/account.