



Falkon UK Terms and Conditions

Customer agrees when using, or accessing Falkon UK services that the terms and conditions of this policy will be met:

User agrees to use the service in manner consistent with any and all applicable laws. In the event that this account is not used in accordance with all Applicable Laws Falkon UK reserves the right to cooperate with all or any law enforcement agencies.

User agrees to follow the Acceptable Use Policy of any network user connects to, including Falkon UK system.

Neither Falkon UK nor its Information Providers are responsible for any damages arising from User's use of Falkon UK or by User's inability to use Falkon UK service.

User hereby agrees that any material submitted for publication on Falkon UK through user's account(s) does not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene or libellous. User's may not host any hardcore adult content or porn websites on our shared, reseller servers. Software intended to facilitate any such violations or infringements may not be stored on Falkon UK.

The following violations of "netiquette" are grounds for immediate suspension of service pending investigation by Falkon UK and will result in termination of the account(s) the investigation determines to have originated or transmitted these types of traffic.

Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., 20 or more) or continued posting of articles which are off-topic (e.g., off-topic according to the newsgroup charter or the article provokes complaints from the regular readers of the newsgroup for being off-topic).

Sending unsolicited mass e-mailings (i.e., to more than 25 users) which provoke complaints from the recipients.

Engaging in either of the above from a provider other than Falkon UK and using an account on Falkon UK as a mail drop for responses, or advertising a web site hosted at Falkon UK.

Continued harassment of other individuals on the Internet after being asked to stop by those individuals and by Falkon UK.

Impersonating another user or otherwise falsifying one's user name in e-mail, Usenet postings, on IRC, or with any other Internet service. (This does not preclude the use of nicknames in IRC or the use of anonymous re-mailer services.) Falkon UK prohibits IRC and associated programs, including psycnc, "bots", etc., scripts commonly used for abuse, attacks, or flooding threatening, harassing, or obscene content and any proxies which do not require authentication, including open mail proxies, unprotected anonymous web surfing proxies.

Users whose accounts are terminated for any of the above infractions are also responsible for the cost of labour to cleanup and respond to complaints incurred by Falkon UK.

General Server Limits

User agree to not use excessive amounts of resources. Any violations may result in us taking corrective action in order maintain server stability by killing any processes, disabling and/or suspending your account. User may not allow any process to run for longer than 30 CPU seconds or run any process that consumes more than 128 MB, PHP memory limit. Databases are limited to 25 max user connections. Cron jobs must not execute more than once every 30 minutes unless if specified by the script provider and will be niced to 15 or greater. Each cPanel account may not send more than 300 emails per hour. If it is determined that a customers account is overusing the system resources, we may temporary suspend the account to prevent the server from experiencing any issues, resulting problems to other valued customers. If it is determined that the account is not suitable for the shared or reseller server environment, a notice will be sent to the customer providing them alternative solutions or such as 'Semi-Dedicated', 'Dedicated Servers' or a Premium Hosting account. Falkon UK will be the sole arbiter as to what constitutes a violation of this provision and Falkon UK reserves the right to make adjustments to these limits at our sole discretion.

Cloud Linux Server Resource Limits

The CL limits for the hosts and domains are set separately, on the Cloud Linux Servers. Please note that the individual resource limit allocations for the accounts(as per the plan) is given below :

Corporate VIP Resellers VIP Reseller Plans Standard Reseller Plans Budget Reseller Plans

Shared Hosting Plans (Basic, Standard, Advanced) Professional Package has individual custom limits

CPU SPEED: 100%

Dedicated MEMORY (PMEM): 1GB

Read & write operations limit (IO): 5Mbps

File Download Speed Limit: 1Gbps

Max Number of Processes (NPROC): 100

Entry Process Limit (EP): 20

All unmetered dedicated servers and virtual private servers are installed on hundred mbps shared bandwidth ports, unless service is sold as a specified port size or specified/requested as a capped port. Falkon UK reserves the right to monitor network usage, and if a service significantly exceeds average usage, to throttle the available speed to conserve network resources. This will generally not include short spikes in usage, but will include, but not be limited to, sustained transfers of significantly larger than average amounts of bandwidth. If at any time any client's data transfer rate affects other Falkon UK clientele, Falkon UK reserves the right to throttle the service causing such a problem.

Falkon UK performs backups of client databases daily and weekly and all other files every other day and weekly on all of our servers to ensure critical files are never lost. Our backups are created for accounts that are under 50GB and 250,000 Inodes. For Reseller plans, these limits apply to each cPanel user individually. Furthermore, Falkon UK does not guarantee this feature to any of the clients, and therefore strongly advise the client to regularly perform a backup of their own data, hosted with us. In the unfortunate event that the client has lost their data hosted with Falkon UK, will use reasonable endeavors to restore the client's data; however Falkon UK will not be responsible for lost data, time, income or any other resource due to faulty backups or non-existent back-ups or any data loss due to faulty hardware. We highly encourage our customers to have their own separate backups if your website or data is critical to your business or livelihood as no backup method is failsafe therefore we make no warranties.

The use of more than 240,000 inodes on any cPanel account (single user) may result in automatic warning on cPanel > Stats > inodes. There will be no service interruption at this stage but if no action is taken to reduce the inodes, service interruption may take place once a user reach 250,000 Inodes. Accounts found to be exceeding the 250,000 inode limit will automatically show resource exceeded message and may be suspended if no action is taken to reduce the inode count. Virtual private servers have a server wide limit of 5 million and there are no per cPanel user limits. Resellers with over 100 cPanel accounts, have a reseller wide limit of 1 million inodes in addition to the per user limit, however this reseller limit is not something we actively enforce and it will only become an issue if a reseller is causing problems for other resellers on the server. If a resellers inode usage is in between 5 to 10 million inodes we may request the reseller to upgrade to a dedicated server or provide adequate time to resolve the inode usage, if no action is taken by the reseller, account may be suspended. Budget resellers have a per user limit of 50,000 inodes and a 250,000 reseller wide limit of inodes. If this limit is exceeded, we may request the budget reseller to upgrade to a normal reseller plan or provide adequate time to resolve the inode usage, if no action is taken by the budget reseller, account may be suspended.

Every file (a webpage, image file, email, etc) on your account uses up 1 inode. Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files or resellers with millions of files that cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: :fail: No such user here.

You **MUST NOT** use our **RESELLER HOSTING ACCOUNTS** to offer any of the following kinds of **FREE** services but are not limited to; Free Web hosting services, Free e-mail services, Free blogging services, Free home pages, Free image hosting, Free trial accounts.

There are several reasons for these prohibitions on free services. The reasons include, but are not necessarily limited to, the following:

First, free services generally do not require any reliable means of identifying the person who registers for them. As such, it can be practically impossible to track down persons who abuse the free services.

Our customers, including (resellers) are all paying for prompt, reliable service and we have built a solid reputation for delivering excellent service to them. We cannot risk having unidentified persons damage our reputation.

Users of free services are notorious for registering for free accounts and immediately spamming or otherwise consuming very large amounts of system resources and bandwidth before their accounts are shut down. Such abusers often register for successive or multiple accounts and cause many problems for the servers and network.

Spammers, operators of phishing and pharming scams, phishing sites, distributors of spyware, viruses, Trojan horses, worms, and other malware, operators of illegal Warez sites, operators of illegal or unauthorized file-swapping or archive sites, and hackers frequently abuse free online services. Allowing free services would expose our servers to severe abuse and could harm us or all of our customers, and all the customers of our resellers.

Free services lead to various forms of abuses that may violate criminal laws or even foster terrorist activities. Because such abuses violate applicable laws as well as our policies, we must prohibit them.

If you violate this prohibition on free services, we may suspend your account immediately, with or without notice, as we in our sole discretion deem necessary to address the situation.

File hosting and file storage of any type is strictly prohibited on any and all reseller, shared and hosting servers. You **MAY NOT** use your hosting with Falkon UK as a download or file storage repository. Our services are strictly offered for website hosting only. This does **NOT** mean that you can not have downloads on your site. This means you can not operate a site that specializes in downloads like Download.com or similar and you may not use your account as a storage repository for MP3, games, video, photos, images, audio or music files or as a backup storage facility.

Abuse of Falkon UK Staff or Support Personnel: At Falkon UK, we take pride in providing excellent service to all of our customers. It is our policy always to treat our customers with the highest level of respect and courtesy. In return, we expect the same respect and courtesy from you. If our staff feels that you are consistently engaging in abusive content toward them, or addressing them in a demeaning or rude manner, your account(s) may be suspended and you may be asked to take your business elsewhere. In the event that we terminate service for abusive conduct, customers will be given five (5) day's notice. We will issue a refund only for the unused portion of pre-paid service. Abusive conduct includes, but is not limited to, the following behaviors:

Repeatedly addressing members of our staff in a demeaning or rude manner. Using profanity in any oral or written communications with our staff, by any medium of communication, including but not limited to e-mail, instant messages, chat, text messaging, fax, postal mail, telephone, voice over Internet Protocol, or in-person communication. Yelling or shouting at our staff. Deliberately using all capital (uppercase) letters in any written communication to our staff; Insulting our staff because of their personal characteristics, or on the

basis of their race, ethnicity, national origin, sex, sexual orientation, religion, or housing or economic status; or Deliberately providing false information to our staff for the purpose of harassing them or wasting their time.

Payment Issues

User agrees to pay Falkon UK all charges relating to the use of User's account(s) according to rates and prices stated on said sales order at the time of commencement.

User is responsible for charges at the time the service is used and Falkon UK may apply the amount due to User's credit card at any time.

Falkon UK reserves the right to suspend access to service for User's account(s) upon an indication of credit problems including delinquent payments or rejection of any credit card charges.

Credit Card payment: If Customer chooses to pay for services by credit card, Customer grants Falkon UK the right to charge payments to that card on each due date. Customer further agrees not to challenge or dispute any charge representing hosting payments.

Non-Payment: All Reseller, Shared and SEO Hosting payments are due in full on the monthly anniversary date. Failure to remit payment for services on the monthly anniversary date is a violation of the TOS. Failure to remit payment for five (5) consecutive days, including the anniversary date, may result in suspension of customer services. Failure to remit payment for services within seven (7) consecutive days, including the anniversary date, may result in termination of access to the service network and all services shall be reclaimed. All customer data remaining after fourteen (14) days of non-payment will be destroyed for security and privacy reasons. Once your account has been terminated for non payment, you may be charged a reconnection fee of \$6. If you are a reseller with more than 10 cPanel accounts a restoration fee of \$1 per cPanel account will be charged in addition to the reconnection fee in order to cover the administrative time that takes to restore accounts from backups. The same restore fees may apply to all customers, if you want us to provide backups once an account is terminated for non payment. This restore service is subject to backup availability. There will be no re-connection or restore fees to re-enable suspended accounts due to non-payment.

All Dedicated Server and Virtual Private Server payments are due in full on the monthly anniversary date. If full payment has not been received within three (3) consecutive days, including the anniversary date, suspension of public access to customer services may be incurred. Failure to remit payment for services within five (5) consecutive days, including the anniversary date, shall result in termination of access to the service network and all services shall be reclaimed.

Payment Reminders: Our credit card processor 2Checkout.com Inc. USA, will remit payment for all recurring orders, for services on the monthly anniversary date. It is clients responsibility to make sure the sufficient funds are available on their credit card payment account. It is the customers sole responsibility to make sure that dues are paid on time and the email address on file is working and allowed to receive reminders from 2Checkout.com Inc or Falkon UK Inc. Once a payment reminder dispatched from 2Checkout.com Inc or Falkon UK Inc. it is considered as a valid payment reminder. 2Checkout.com Inc or Falkon UK Inc does not take any responsibility for non deliverable email addresses or e-mails sent by 2Checkout.com Inc or Falkon UK Inc. not reaching the client destinations, including but not limited to spam filters or network issues. For the first day after payment should have been made; you will receive a payment reminder notice that states you must update your credit card and pay your invoice from 2Checkout.com Inc. The third day and the fifth day, second and third payment reminders will be sent by 2Checkout.com Inc. From the seventh day customer services may be suspended temporarily for non-payment.

Public Feedback

We have a zero tolerance policy for posting negative feedback on any public locations about our company and/or our employees before submitting a ticket to our "Suggestions & Complaints" Department to discuss your issue, this will result in immediate account termination without any refund.

Although it is your right to post feedback without discussing your issue with us first, it is undoubtedly unfair and unprofessional not to, which is not the type of client that we want to deal with. We have the utmost respect for all of our clients, and are more than fair with all of our clients. We will do anything and everything possible to keep all of our clients satisfied. But in the unlikely event you are not satisfied, all that we ask is to discuss your issue with our Complaints Department first. For example, if you are the type of person to run to the forums at the first chance you get to complain, please DO NOT SIGNUP with Falkon UK in the first place.

Furthermore, all of our policies that pertain to keeping information given to us confidential including but not limited to our privacy policy, confidentiality agreement, non-disclose agreement are nullified once you discuss your experience publicly. For example, if you make a negative post in public, then you are waiving your protection of privacy.

Refunds

Without waiving any of its other rights under this Agreement, Falkon UK offers to its Customers a 30-day money-back guarantee on fees for hosting services. If for any reason you cancel your account within thirty (30) days starting from the day Falkon UK dispatch your welcome email including your account information or the day you place the order with us, whichever comes first. Falkon UK will refund your money with no questions asked; provided, however, that you have never previously obtained a refund under the 30-Day Guarantee. If you have ever previously obtained a refund under the 30-Day Guarantee, your account will be canceled, but no money will be refunded to you.

Changes to your service, including, but not limited to, adding new services, removing services, or changing the type of hosting plan you have do NOT make you eligible for an additional 30-Day Guarantee. The 30-Day Guarantee applies to your first order of Web hosting services from Falkon UK and does not apply to any changes to your service at any time.

Our refund policy does not apply to any additional items or services, this includes but not limited to Domain Registration, Domain Parking services, dedicated servers, virtual private servers and overage fees.

Cancellations

Customers may voluntarily cancel their account at any time, for any reason or for no reason, by requesting a cancellation from your members area at www.falkon.uk >Request Cancellation. Falkon UK requires a five (5) day cancellation notice prior to the anniversary billing date for discontinuance or downgrades of month to month services. Failure to supply the requisite five (5) days will result in a full billable monthly cycle prior to cancellation. All due amounts must be settled in full before we cancel the customer account.

Customer understands and agrees that Falkon UK does not provide pro-rated or any other kinds of refunds on cancellations. All fees Customer has paid shall be non refundable, unless stated otherwise under our any 30 day money back guarantee.

All cancellation requests must be made directly via www.falkon.uk Cancellations requests are not accepted by email, postal mail, by phone or via the help desk (falkon.uk/login.php). If a customer cancelled a recurring order by contacting any 3rd parties, we will consider it as an account cancellation request. In such cases, Falkon UK reserves the right to terminate the customer account with immediate effect without any prior notice.

Agreement

Falkon UK may modify these terms and conditions upon notice published online via Falkon UK. User's use of Falkon UK services after such notice shall constitute user's acceptance of the modifications to this Agreement.

This agreement, User account, contract, and billing will automatically renew unless cancelled in writing prior to the renewal date.

Last updated 3rd January 2022.