

Terms and conditions

The use of our services constitutes agreement to these terms.

Article 1 : Account setup

We shall activate your service only after we receive the payment for the service and after our fraud department makes the required checks to verify the order and your order is real.

You will receive an e-mail as soon as your service is activate, this e-mail is very important and contains all the parameters you need to access your control panel and publish your website.

Article 2 : Use

2.1 Content

The purpose is not to function as an external hard drive for the storage of data but as a presentation/sales space for companies and private individuals.

Forbidden programs and services on our servers:

- Storage of data (backup, download ...)
- Unauthorized music, videos, books, pictures and so on
- Topsites
- IRC Scripts / Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- Autosurf
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Bank Debentures/Bank Debenture Trading Programs
- Investment Sites
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Sale of any controlled substance unauthorized in France
- Lottery Sites
- Hateful/Racist/Harassment oriented sites
- Sites promoting illegal activities

It is entirely our decision to determine whether material belongs to one or more of the above categories, and the company reserves the right to delete any such material at any time without notice.

In the event of such material being deleted the customer cannot advance any claim against us related to the deletion.

2.2 Resource usage and distribution

Customers are not allowed to :

- use 25% or more of the system resources for longer than 90 seconds
- run any server-side process (such as IRCd and so on)
- run game servers
- run cron entries with intervals of less than 15 seconds

2.3 Size

Customers do not have limit on file limit in our Control Panel. However having a customer with more than 250 000 inodes (files) might result of server performance issue. Therefore we will send warning to customers using over 250 000 files. If no actions are taken and files continue to grow, we reserve the right to suspend and even terminate the account

Any account using over 50 000 files and any files over 20 Mo will not be included in our backup.

Any file over 500 Mo will automatically be deleted every days.

2.4 Bandwidth / Traffic

Traffic is basically unlimited. However, traffic must be normal in nature and not disrupt that of other customers. If a customer's traffic disrupts that of others, we reserve the right to close the customer's web hotel without notice and/or make a separate charge for the traffic. We reserve the absolute right to decide whether or not traffic is excessive. On closure of a web hotel, no refund will be made of any subscription paid in advance.

2.5 Scripts

We provide unlimited access to standard scripts and the use of other scripts. However, the use of other scripts is only permitted as long as it does not burden the servers to an unreasonable degree.

The following PHP functions are deactivated for security reasons : passthru(), set_timeout(), popen(), system() et proc_open().

2.6 Database

You can access your databases only since the web server. Persistent connections are not available. More than 5 simultaneous users is not possible. We reserve the absolute right to decide whether or not Mysql resource use is excessive.

2.7 Mails

Any domain over 6000 mails will be removed from our backup. .

You are not allowed to store more than 10 000 e-mails per account.

Any customer caught spamming will get his account terminated immediately with or without notification.

Article 3 : Domains

3.1 General

Domain names are registered in the customer's own name..

In this respect, Misterhosting.com acts purely as an intermediary and assumes no responsibilities.

It is the responsibility of the customer to ensure, eight days after the order has been placed, that registration of the domain has taken place.

If registration has not taken place, the customer must make this known to Misterhosting.com.

3.2 Transfert de domaine

Misterhosting.com can under no circumstances be held responsible for losses incurred during the moving of the domain name

The moving of the domain is the responsibility of the customer..

The customer who has ordered a domain name transfer at Misterhosting.com has to follow the steps indicated in his Control Panel. If there is a problem concerning this transfer, he has to contact the provider who sold his domain.

If the customer has ordered the transfer of a domain name but is not its owner, so the transfer will not be possible and the customer will not be able to get his money back.

The customer who wants to move his domain by an other provider has to follow the steps indicated by this new provider. Everything that is needed to transfer the domain can be done directly since the Control Panel, without any intervention from Misterhosting.com

No help will be given concerning an outgoing transfer.

3.3 Domain name expiration

When the domain is expired, its DNS servers are changed by the registries. The website is not available yet.

In order to access the website again, the customer has to renew its domain within the time limit allowed.

Depending on the domain name, the customer will have quick some time after the domain expiration to renew it (with possible additional fees).

Then, the domain name becomes free again, and everybody can buy it.

On termination of the web hosting the future activities of the domain are not the concern of Misterhosting.com, and Misterhosting.com has no longer any responsibility for such.

Article 4 : Subscription

4.1 Duration of subscription

A subscription is active until it is canceled by one of the parties involved in pursuance of the above conditions.

4.2. Payment of subscriptions

Subscriptions are paid - regardless of subscription type - in advance for a period of 12 months.

Payment in advance will not be refunded unless otherwise expressly stated elsewhere in these Terms and Conditions.

4.3 Changes of subscriptions

A subscription can be changed at any time.

If you decide to upgrade your package, you will only pay the differences between the 2 packages.

4.4 Cancellation of subscriptions

A subscription can be canceled at any time by the customer. Since the subscription period lasts for 12 months and is automatically prolonged 35 days before the end of each 12-month period, a cancellation must be received 35 days before the 12-month subscription period, at the latest. The unused portion of any advance payment will not be refunded. If the cancellation is not sent in time, the customer is obliged to pay the subscription fee for the following 12-month period

By placing an order online, the Customer signifies his/her unconditional acceptance of these conditions