



TERMS OF SERVICE

Tservers4 Web Hosting Solutions is a trading name of Trendconnect Integrated Service Ltd.

These terms of service applied to all customers using our hosting service globally. All terms should be referred to below as these are the correct terms that we/you/buyer/user/client shall be held to.

These are the terms of service that you the “customer”, “buyer”, “user” or “client” agree to when using our “Tservers4 Hosting Solution”, “<https://tservers4.com>”, “Us” or “We” services. Please read through these terms of service as it contains important information regarding your rights and information about your account and the services we offer to you or any customer.

1. INDEMNIFICATION AND RELATIONSHIP OF PARTIES

- The customer agrees to indemnify and hold us harmless from any lawsuit, claim, charge, or expense, including reasonable legal fees and costs of defence, for any matter arising from or relating to the User’s website provided hereunder.
- Nothing contained herein shall be deemed to create a relationship between us and the customer in the nature of a partnership, joint venture, editor/publisher or otherwise. Both parties acknowledge and agree that we have no interaction with the data or substance of a customer’s website, except as necessary to maintain the website.

2. PAYMENTS & PRICE CHANGES

- The user agrees to pay the charges agreed to during the initial signup request on or before the first day of the account setup each month or year following execution of this agreement.
- The user agrees any payment not received within 24 hours of said renewal date shall be considered late and the service may be suspended, either automatically or manually and late fee charges will apply.
- The user agrees any payment not received within 7 days of said renewal date shall be considered in default and service shall be terminated automatically. If you wish to restore a cancelled account or receive a backup of a suspended account, there will be a \$20.00 fee if there is a backup available.
- Tservers4 Hosting Solution reserves the right to amend the prices listed on <https://tservers4.com> anytime, and the right to increase or reduce the resources given to plans at any time without prior notice to you as a user or subscriber.

- Tservers4 Hosting Solution reserves the right to amend package prices and features at any time, especially relating to increases in our costs from our partners, suppliers and software providers.

3. TERM OF CONTRACT & TERMINATION/CANCELLATION

- This agreement shall have an initial term of one month minimum from the date of execution hereof unless otherwise specified by sign-up requests such as our bi annually or yearly plans. Upon expiration of such hosting term, this agreement shall automatically renew for successive equivalent periods, unless notice is given by either party of its intent to terminate the agreement, at least 3 days prior to the scheduled renewal date. All terms and conditions of this agreement shall be in full force and effect during all original and renewal periods hereunder. If the user does not notify us of their cancellation request at least 3 days in advance of the date of execution, the user will be responsible for the payment due for the next equivalent hosting service period.
- Tservers4 Hosting Solution reserves the right to suspend or terminate any and all accounts without notice for any breach of these terms of service.
- Accounts (plus any associated accounts) suspended for breach of these terms of service will be terminated within **24 hours** of suspension and after termination, no backups or data will be available.
- All accounts which have been suspended due to non-payment will be terminated after 7 days of the time when payment was due. Again, after this time, no backups or data will be available.

4. REFUND POLICY AND MONEY-BACK GUARANTEES

- Tservers4 Hosting Solution offers no money-back guarantee for all Reseller hosting plans or shared linux NVMe or Wordpress Hosting Plans. Cancellations requests must be made prior to your service being renewed.
- We do not offer any refunds on our shared hosting or reseller hosting or any other hosting services we offers.
- We can and will work with you to change a package if necessary, however, for any downgrades, no refund, nor credit will be available to you but such credit may be held in your account wallet which can be used to purchase additional service from us.
- Any order for a domain name is subject to the full term of the domain purchase. For example, if you order a domain for 1 year, this will expire after 1 year. However, no refund is available if you change your mind after ordering.

5. REFUSAL OF SERVICE

Tservers4 Hosting Solution reserves the right to refuse or cancel services at its sole discretion. Failure to follow any terms or conditions established by us may result in

immediate termination and forfeiture of any refund agreements. This includes, but is not limited to abuse of our staff (foul or derogatory comments) and/or our network.

6. WEBSITE CONTENT

- As long as the user's content does not break any applicable laws (within the United Kingdom and in Nigeria) or cause harm to any specific race, creed or gender, it will be allowed to exist on the user's website.
- The user is responsible for any and all content they place on their website or transfer by any other means using hardware and or bandwidth belonging to Tservers4 Hosting.
- Tservers4 Hosting Solution reserves the right to remove any page and/or content at any time without notice.
- The user agrees not to host any unauthorised copyrighted material such as music, movies, or photographs without prior permission or which would break copyright law.
- Examples of unacceptable material on a users reseller hosting account, but not limited to the following:
 - Pornographic material (of any kind)
 - Websites that stream copyrighted material such as TV shows, movies or sports, either directly or via 3rd party websites
 - File Dump/Mirror Scripts (similar to Rapidshare)
 - Websites promoting illegal activities
 - Email/Spam Scripts
 - cPanel account abuse or "parking"
 - Websites and/or forums/communities that distribute or link to pirated/illegal content
 - IRC Scripts/Bots
 - Proxy Scripts
 - AutoSurf/PTC/PTS/PPC websites
 - Bruteforce Programs/Scripts/Applications
 - High-Yield Interest Programs (HYIP) or Related Sites

- Sale of any controlled substance without prior proof of appropriate permits or licences
- Prime Banks Programmes
- MUDs/RPGs/PBBGs
- Hateful/Racist/Harassment oriented sites
- Hacker-focused sites/archives/programs
- Fraudulent websites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)

7. THE USE OF OUR SERVICE

- Due to an increase in spam and abuse, we will no longer accept the use of free domain names such as .TK / .ML / .GA / .CF / .GQ. If an account uses one of these free TLDs, it will immediately be suspended and terminated within 24 hours. This is non-negotiable so please do not request any exemptions.
- Users understand that we do not allow resellers to offer any sort of free webs hosting services. Any reseller found offering free web hosting services may be suspended and all accounts offered free of charge will be suspended and removed within 3 days.
- The user understands that any account suspended for 30 days, for any reason will be removed from our servers without notice.
- The user agrees to maintain their website in a manner consistent with any and all applicable laws and regulations (within the United Kingdom), acceptable uses and standards in effect, or which become in effect, during the term hereof.
- The user agrees to practice common courtesy in its use of our service, and refrain from using any distribution lists for electronic mail or other techniques for unsolicited mass mailing.
- The user agrees to keep their contact email address with us current at all times. The user also agrees that Tservers4 Hosting Solution has no liability for lost or undelivered email messages concerning the status or payment due for a user's account.
- The user agrees that all content on Tservers4 Website shall not be duplicated, copied or cloned. Any user found to be in violation may have their account suspended and/or terminated.
- The user agrees no notices for account status or invoices will be sent via postal mail or telephone unless initiated by Tservers4 Hosting Solution as required by law to collect payment.
- Each reseller hosting account includes numbers of specified cPanel accounts based on plans and although we will allow overselling account limit in some cases. The changes to the pricing from cPanel have meant we now have to charge an additional \$5 per account. If your account has over specified cPanel accounts at

the time of your monthly invoice date or on the 1st of each month for those paying annually, we will send an additional invoice to cover these costs or advice you to upgrade to the next higher plan.

- Resource usage, The user may not:
 - Use more than 10GB of email storage per cPanel account. This limit is shared between all email addresses on any given cPanel account. Any account breaching this limit will be given a warning and 5 days to resolve the issue prior to further action being taken. Email storage only is not allowed on our network and we reserve the right to suspend and remove any accounts simply using our services for email storage.
 - Use your account as a staging area for a domain name. This includes creating accounts using non-registered or expired domain names. The user understands it is their responsibility to ensure all accounts are created with a valid domain name, including addon and sub-domains. The user understands that Tservers4 Hosting Solution will perform regular checks and any account using a non-valid domain name may be suspended or terminated. This falls under the misuse of our servers.
 - The user understands that we will charge an additional fee for any cPanel accounts over stipulated volume under any reseller account. This is due to cPanel account costs incurred by ourselves due to the way cPanel licences now work. This additional fee will be \$5 per account or currency equivalent.
 - The use of 25% or more of system resources for longer than 90 seconds. Activities that could cause such problems to include, but are not limited to CGI scripts, FTP, PHP, HTTP, etc.
 - Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
 - Run any type of mass email software resulting in a large number of failed messages, often referred to as spam mail. This includes the use of server resources and/or subaccounts to do the same.
 - Run any type of web spider or indexer (including Google Cash / AdSpy) on a shared hosting account.
 - Run any software that interfaces with an IRC (Internet Relay Chat) network.
 - Run any bit torrent application, tracker, or client.
 - Participate in any file-sharing/peer-to-peer activities
 - Run cron entries with intervals of less than 15 minutes.

– Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.

- **Account Limitations:** You may use your account for personal use but not as a backup facility for automated backups or things of that nature. If you are unsure if your intended use violates these terms of service please contact us.
- **Disk Space Usage :** Your account may not be used as a storage and/or backup service for files/archives. Regular backups of databases, websites, etc, are permitted within reason. Any account found to be using an excessive and/or unreasonable amount of disk space may be asked to reduce their usage or face suspension/termination. Tservers4 Hosting Solution reserves the right to suspend/terminate any service for resource abuse at their discretion.

8. BACKUPS AND DATA LOSS

- Tservers4 Hosting Solution runs regular backups (stored offsite), up to a maximum of 1 backup and overwriting any previous backup made. The backup process is provided as a courtesy and freebie; therefore it is recommended that users always keep their own backups accordingly at least ones in a week or as the case may be and download it unto a safe place for keeping. Tservers4 Hosting Solution is not responsible for files and/or data residing on your account. The user agrees to take full responsibility for the maintenance of all appropriate backups and data stored on Tservers4 Hosting Solution servers. While Tservers4 Hosting Solution does maintain backups of your files and data, we accept no responsibility should backups be unavailable for any reason including but not limited to data corruption, hardware failure, or negligence. Any account/user larger than 5 gigabytes, will be excluded from our backup systems with or without notice, however, all data will continue to be mirrored to a secondary drive (helping to protect your data in case of drive failures). All cPanel backup files, backup -*.tar.gz and cpmove-*.tar.gz, older than 120 hours (5 days) will be removed from the server automatically.
- **User-Initiated cPanel Back-Ups:** Since the backup process which packages and compresses your account can be very resource-intensive (all full cPanel backups should be performed during off-peak times as indicated below). Any backup process found to be running during peak hours will be disabled and possibly suspended.
- Resellers are responsible for ensuring clients' websites are backed up, we provide the tools (Jetbackup & cPanel Backup tools) to make it easy to backup each website, but we cannot always set Jetbackup to backup every 24 hours on your client account because the terms of service need to be agreed to by your client. You understand we are not responsible for your client's backups.

Acceptable Time periods to run full cPanel back-ups (off-peak hours): Monday through Sunday is best at night before bed time or early hours of the breaking of a new day so that download can run swiftly and there would be less traffic at that time.

*If your account is bigger than 5GB in size you can still back up your account by downloading MYSQL via PHPMyAdmin and downloading your core files via FTP.

9. SECURITY

The user agrees not to attempt to undermine or cause harm to any server or customer of Tservers4 Hosting Solution. Failure to comply with this rule will result in the immediate termination of the user's account or other sanctions may apply.

10. UNSOLICITED ELECTRONIC MAIL (EMAIL SPAM)

The user is expressly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, information announcements, and political tracts. Such material may only be sent to those who have specifically requested it. Malicious or threatening email is also prohibited. We reserve the right to immediately deactivate your use of our service if we discover such activity. Further, you agree to indemnify and hold us harmless from any claim resulting from your use or distribution of electronic mail services through the service provided through these terms of service.

11. SETTING UP YOUR ACCOUNT

- The user understands that it may take up to 24 hours for any reseller hosting account to be activated. Tservers4 Hosting Solution will set up your account once payment has been received and processed and once your account has been verified in a matter of minutes but for any reason where there are delays or job traffic due to numerous customers request it won't delay more than 24hrs. If you do not receive your account information within 24 hours and have not received an email from Tservers4 Hosting Solution. please contact us immediately on techsupport@tservers4.com
- The user agrees that all accounts should be set up using a valid and registered domain name.
- The user agrees that all domain names associated with an account Tservers4 Hosting Solution must be pointing to our servers using the relevant nameservers as set out in your account information email or using A record to delegate the domain to the host server ip address.
- The user agrees and understands that any accounts set up with a domain name which has not been registered or which is using a domain name which is not pointed to our servers will be terminated without warning. We run our system every 5 days.
- These actions are for security, to protect server reputation, and resources and to avoid misuse of cPanel accounts.

12. TRANSFERRING YOUR WEBSITE

The user understands that Tservers4 Hosting Solution offer to migrate/transfer unlimited cPanel account free of charge for new customers. We don't charge a dime for migration assistance rendered to all our new customers.

We can only use the main Transfer Tool in WHM to migrate full accounts if you have full root access; otherwise, all migrations need to be performed individually.

Any transfer of websites from the user's old web hosting provider to Tservers4 Hosting Solution is provided as a courtesy and is guaranteed. There is a guarantee that Tservers4 Hosting Solution will be able to transfer all of your website files from your old web hosting account to your new web hosting account but the process may be slightly delayed for days depending on volume of accounts to be migrated. Keep in mind that every web hosting company is different and sometimes web hosts configure their servers in a manner that makes it impossible for us to seamlessly transfer all data from your old web hosting account to your new web hosting account should in case a few account from your old server are difficult to move for us.

13. PRIVACY

- Tservers4 Hosting Solution takes all reasonable precautions to ensure any information the user submits is protected and not distributed to any 3rd parties. At no point in time, will Tservers4 Hosting Solution use any information provided to us for any purpose other than to keep in contact with the user, provide services purchased by the user or verify a user's identity (KYC). We will not disclose any personal information about a user to third parties (without prior written consent).
- Tservers4 Hosting Solution may disclose users' information to law enforcement agencies without prior consent or notification to the user upon receiving a lawful request.

14. BACKUPS

Backups (JetBackup) are provided as a courtesy and should not be relied on to replace any of your own backups which should be performed at regular intervals. Tservers4 Hosting Solution cannot be held liable for any availability issues of backups including but limited to:

- Daily Backups (JetBackup) not performing a specific backup.
- Loss of data through a backup not being available.
- Any loss of data through client actions.
- The availability of JetBackup on our servers.

15. AFFILIATE PROGRAMME & COMMISSIONS

Our affiliate programme is setup to offer reward to those users that subscribe to it and we expect every affiliate to share their referral link on social media and with the use of cookies, we could track affiliate link signup and reward the affiliate in turn for promoting Tservers4 Web Hosting.

16. NETWORK STATUS TOOL

The network status tool is offered to help you monitor your website or servers and is available to customers with a valid account as a login is required. We don't monitor the websites or servers you add to your clients and do not share any information provided elsewhere. Tservers4 Hosting Solution reserves the right to stop offering this tool/ service at any time without prior notice.

17. SCOPE OF AGREEMENT

- This agreement must be honored by all subdomains and dedicated servers of Tservers4Hosting.
- Tservers4 Hosting Solution reserves the right to add to and change this agreement at any time without notice. Although we will always do our best to notify you of any major changes to our terms of service, you acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

By simply using our website and purchasing our services you are agreeing to these terms, it is your responsibility to keep up to date with these terms of service and ensure you agree to them.

18. SUPPORT

- Our support agents are available to a user with server-related issues or questions only. Any problems relating to website building or configuration should be outsourced to a web developer or other expert.
- In the first instance please see our support pages and knowledgebase before opening a support ticket as there are many useful hints and tips available to help you.
- Please note that the managed services we offer are for the servers only. We are happy to help with other queries, however, a user understands that they should have some knowledge in order to get the best out of our services. Our support teams cannot answer questions about all aspects of web hosting and we encourage you to seek out the answers for yourself.

We are unable to assist with any website related errors such as 500 internal server errors or similar. These errors are not server-related and could be caused by any number of

reasons. In the first instance, check the error log of the affected website as this can often provide a guide to what is causing the issues.

19. SERVER RESOURCES

Server resources are provided as-is. A user account is provided in a shared hosting environment and we are unable to increase resources for any particular account for any reason. This is to protect all server resources from abuse. As this is a shared hosting environment, certain features are unavailable on cPanel and/or WHM which would normally be available on a dedicated service such as VPS or Dedicated Server. This is industry standard and as with server resources, we are unable to provide access to any other features not shown on a cPanel or WHM account.

20. THIRD PARTY SOFTWARE

Our servers use third-party software to help provide a better experience for our users. Tservers4 Hosting Solution cannot be held liable for the functionality or availability of any third-party plugin. Whilst we monitor all plugins and software provided by third parties carefully, we cannot guarantee these plugins.

21. WHMCS

[WHMCS](#) is a separate entity from Tservers4 Hosting Solution and provides its own support. We cannot offer support for any issues or errors present in the WHMCS software. We can however provide support with WHMCS implementation or integration onto your server.