

Terms of Service Agreement

Acceptable Usage Policy

WETMONKEYS is dedicated to providing an all-round top quality service. The terms and conditions which follow are necessary to ensure that we may continue to provide the best possible service to all of our customers whilst at the same time satisfying our legal and ethical responsibilities.

Failure to follow any term or condition will be grounds for immediate account deactivation without notice. WETMONKEYS will be the sole arbiter as to what constitutes a violation of any of these provisions.

Prior to joining our services customers must agree to this policy.

Activity which results in the suspension or deactivation of an account will result in a forfeiture of all fees paid. Complaints made regarding abuses of an account will be investigated and if found guilty will be grounds for immediate suspension.

To report suspected abuses or any violations of these policies, please contact: - sales@WetMonkeys.com

Sites We Do Not Host: -

We do not permit the hosting of excessive Anime, Manga, Movies, MP3, Torrents and File Download sites whose "main/primary" purpose is for storage/archival and distribution. Such sites will be removed from WETMONKEYS.com.

Illegal Usage: -

WETMONKEYS servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. **Examples of non-acceptable content or links: Pirated software, Hackers programs or archives, MP3, and IRC bots.** Subscribers to WETMONKEYS service agree to indemnify and hold harmless WETMONKEYS from any claims resulting from the use of the service that damages the subscriber or any other party.

WETMONKEYS will be the sole arbiter as to what constitutes a violation of this provision.

Adult Content: -

Due to special system and network requirements of adult oriented sites, pornography and sex-related merchandising are prohibited. This includes sites that may infer sexual content, or links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited.

Server Resource: -

Any website that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given an option of either paying extra (which depends on the resource needed) or reducing the resource used to an acceptable level. WETMONKEYS shall be the sole arbiter of what is considered to be a high server usage level.

CGI/PHP/ASP Scripts: -

Cgi script sharing with domains not hosted by WETMONKEYS.com is not allowed. Any cgi-scripts deemed to be adversely affecting the server performance or the network integrity will be shut down without prior notice.

Chat Rooms: -

WETMONKEYS does not allow clients to install their own chat rooms. Chat rooms tend to be large system hogs and we cannot permit it as an account option. WETMONKEYS does provide a choice of Java chatrooms which should meet most users' needs and run without hindering the performance of our servers.

Background Running Programs and Cron Jobs: -

WETMONKEYS does not allow background Daemons such as IRC bots; eggdrop; BitchX; XiRCON; and any other program that interferes with normal server operation.

IRC: -

WETMONKEYS does not allow IRC or IRC bots to be operated on our servers.

Backups: -

WETMONKEYS is NOT responsible for lost data, time, income or any other resource due to faulty backups or non-existent backups. These are the responsibility of site owners.

Client Responsibility: -

Clients are responsible for all activity originating from their account(s) unless proven to be a victim of outside hacking or address forgery. Clients are responsible for securing their username/password. Clients assume responsibility for all material on their site(s) that may be put on by a third party (such as the usage of Free for All links pages).

UCE (Unsolicited Commerce Email) – SPAM: -

Spamming, or the sending of mass unsolicited email, from or through a WETMONKEYS™ server or using an email address that is maintained on a WETMONKEYS™ machine is STRICTLY prohibited. WETMONKEYS will be the sole arbiter as to what constitutes a violation of this provision. If you engage in any of the foregoing activities using the service of another ISP or IPP, but channelling activities through a WETMONKEYS server as a maildrop for responses, you are in violation. Violators will be assessed a minimum of £2000.00 fine and will face an immediate suspension.

Server abuse: -

Any attempts to undermine or cause harm to a WETMONKEYS servers or customers of WETMONKEYS is strictly prohibited. Any sub-networks of WETMONKEYS and dedicated servers must adhere to the above policies. Failure to meet or follow any of the above guidelines is grounds for account deactivation. We reserve the right to remove any account without prior notice.

Software Distribution: -

WETMONKEYS shared Web Hosting accounts are not to be used for the purposes of distributing software and multimedia products.

Multimedia Files: -

Multimedia files are defined as any graphics, audio, and video files. WETMONKEYS.com Web Hosting accounts are not to be used for the purposes of distributing and storing unusual amount of multimedia files. Any Web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of multimedia files.

Domain Names: -

WETMONKEYS will take necessary steps to register domain names on behalf of clients when requested. However, clients are responsible for renewing their domain names. WETMONKEYS.com does not take responsibility for failing to renew domain names. If your domain name was registered via our company, you must check and take appropriate actions to renew a domain that is about to expire. We do not handle renewals unless specifically asked for by sending a ticket to our helpdesk.

We will make every effort to register, transfer and/or renew your requested domain name. This is not a guarantee that your requested domain name is available for registration, transfer and/or renewal. Your domain name may go unregistered, untransferred and/or renewed, due to circumstances beyond our control, such as registry, software and other problems or outages, and will not be grounds for compensation of financial loss.

An order for domain name registration, transfer and/or renewal, does not guarantee domain name registration, transfer and/or renewal. Domain names will not be registered, transferred and/or renewed until payment is received. If requested domain name is paid for, to us and subsequently not registered, transferred and/or renewed by, the domain registration fee will be refunded.

If we register domain names on your behalf and you refute the entire charge or if we must issue a full refund, your domain name will be forfeited and your domain name becomes the property of WETMONKEYS. This also applies to any special promotional offers whereby a domain name is included as part of a promotional offer. Note, this only applies to domain names we register on your behalf.

Database: -

Any database stored on WETMONKEYS.com servers shall be limited in size to 20% of the total disk space allotted to a particular domain.

Actions Taken by WETMONKEYS.com: -

The failure by a customer to meet or follow any of the above policies/terms is grounds for account deactivation. WETMONKEYS will be the sole arbiter as to what constitutes a violation of the AUP. WETMONKEYS reserves the right to remove any account without prior notice.

When WETMONKEYS becomes aware of an alleged violation of its Acceptable Usage Policy WETMONKEYS will initiate an investigation. During the investigation, WETMONKEYS may restrict a customer's access in order to prevent further potentially unauthorised activity. Depending on the severity of the violation, WETMONKEYS may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offence, WETMONKEYS will notify the appropriate law enforcement authorities of such violation.

WETMONKEYS does not issue credits for outages incurred through service disablement resulting from Acceptable Use Policy violations.

WETMONKEYS customers agree to indemnify and hold harmless WETMONKEYS from any claims resulting from the use of our services that damages them or any other party. The WETMONKEYS service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. WETMONKEYS expressly disclaims any representation or warranty that the WETMONKEYS service will be error-free, secure or uninterrupted. No oral advice or written information given by WETMONKEYS, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. WETMONKEYS and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

Governing Law: -

For all disputes, with regard to any of WETMONKEYS services or any term listed in this policy, the **Law of England** shall be used in determining liability in the court of Bury St Edmunds, Suffolk. If WETMONKEYS is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse WETMONKEYS for its legal fees, costs and disbursements if WETMONKEYS is successful. You agree that the Court in Bury St Edmunds, Suffolk is the agreed and appropriate forum for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery.

Severability: -

If any term or provision of this Agreement is found to be unenforceable for any reason, this Agreement shall remain in full force and effect and shall be fully enforceable on its remaining terms and conditions.

Modification: -

WETMONKEYS reserves the right to add, delete, or modify any provision of this Policy at any time without notice.

Refusal of Service: -

We reserve the right to refuse, cancel, or suspend service at our sole discretion.