

Idesthost: For all your web hosting, web design and SEO



That is web hosting, web design and SEO!

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Terms and Conditions

Web hosting Idesthost

1. The Service we provide In exchange for the fees you pay in advance, we will host your web site on one or more of our servers, so long as you abide by the terms and conditions that are set out on this page, and in any other agreements that relate to the services we may provide to you. We will provide the services according to the specifications listed for the hosting package you select during the signup process. For clarity, on this page, the term "services" or "products" refers to the web hosting or web design services/products that we will provide to you and, if you are an Affiliate, the services we provide to you in connection with that program. The term "Idesthost" or "us" or "we" refers to Idesthost.

2. Permission to Host Your Content

For us to host your website, it is necessary for you to upload your content to our servers. When you do this uploading, you are creating one or more copies of your content on our system. By purchasing hosting services from us, you acknowledge that these copies are being made, and give us the permission (a license) to maintain these copies and make them available to users of the Internet. You are solely responsible for providing all of the content and other data that make up your web site.

3. Personal Information

When you place an order for our services/products, your personal information, including your credit card information, is transmitted via the use of Secure Socket Layer technology, the industry standard for encrypting sensitive information. We take your privacy very seriously, and as such, will not sell your personal information to third party (other than a company that may purchase Idesthost), and will take reasonable steps to keep it from being disclosed to any third party. You consent to be called by a representative of www.idesthost.com at the telephone number above and/or emailed important information about Idesthost products and services

4. Acceptable Use/Illegal Activity

Idesthost strives to maintain a high-level of service, and a lot of customers depend on our high standards of quality. As such, we will not provide services to those that are using our services for:

- Hacking, which includes, for example penetrating or attempting to access, without authorization, another computer or network. Port scans, stealth scans, and fraudulent credit card "phishing" techniques are also prohibited.
- Hosting of files or other data that infringes on another's copyright or other intellectual property rights.
- Spamming, or sending of bulk unsolicited email. We maintain a strict policy on spamming, which includes the sending of unauthorized commercial messages by use of our services, or by maintaining an open SMTP connection. We reserve the right to refuse or terminate service based on reasonable indications that you are engaged in spamming of any sort.
- Uploading or linking to any content that violates another's right of publicity or privacy.
- Distributing hate speech, or any other content that is obscene, abusing, which could be considered libelous and defamatory.
- Hosting, storing, or distributing child pornography. If any such content is found and brought to our attention, the proper law enforcement agencies will be notified.
- Hosting large amounts of data not specifically tied ("linked") to your hosting account. Idesthost encourages users looking for file storage/backup solutions to seek other services that specialize in this.

5. Content

All services provided by Idesthost may only be used for lawful purposes.

The customer agrees to indemnify and hold harmless Idestost from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account.

6. Examples of unacceptable material on all Shared servers include:

IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, image, filedump, mirror, or banner-ad services (similar to rapidshare, photobucket, or commercial banner ad rotation), affiliate servers, topsites, commercial audio streaming (more than one or two streams), Escrow, High-Yield Interest Programs (HYIP) or related sites, Investment sites (FOREX, egold exchange), sale of any controlled substance without prior proof of appropriate permit(s), AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts. Forums and or websites that distribute or link to warez content are prohibited.

Offering video and/or audio streaming or downloads, MP3 Files, Games and shareware is also not permitted on any Idesthost server.

Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account.

7. Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt-in" will be treated as spam. Any user who sends out spam will have their account terminated with or without notice. Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated. Idesthost reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion. Idesthost reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is entirely at the discretion of Idesthost.

8. Resource Usage

User may not:

Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: 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 web spider or indexer (including Google Cash / AdSpy) on shared servers.

Run any software that interfaces with an IRC (Internet Relay Chat) network.

Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.

Participate in any file-sharing/peer-to-peer activities

Run any gaming servers such as counter-strike, half-life, battlefield1942, etc

Run cron entries with intervals of less than 15 minutes

When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`

While our shared services are suitable for the bulk of our customers, there comes a time for some websites when they are better suited for a larger plan, which allows for more dedicated CPU and memory resources. We reserve

the right, in our sole discretion, to discontinue service to any customer with a website or other hosted data that takes up more than 10% of the server resources and/or 10% of the server's CPU. This means that if your website is found to be utilizing more than 10% of the CPU and memory of the service, we reserve the right to take your site offline. If this becomes necessary, you can either upgrade your hosting package, or request a pro-rated refund of the amounts you have paid in advance for the services. Due to the severity of this, and our ability to act quickly to correct these situations to avoid server issues, we will do everything reasonably feasible to provide you with a warning prior to taking your site offline, but we accept no obligation to do so.

9. INODES

The use of more than 50,000 inodes on any shared account may potentially result in suspension. Accounts found to be exceeding the 50,000 inode limit will automatically be removed from our backup system to avoid overusage. 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 cause file system damage may be flagged for review and/or suspension. 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

10. When the Services Will be Available

We will attempt to provide the services 24 hours a day, 7 days a week for as long as you have paid for them. Sometimes, however, for a number of reasons, the services may be unavailable to you. You must recognize and acknowledge that due to the nature of web hosting technology, occasional unavailability of the services cannot be avoided. Sometimes there are equipment malfunctions. At other times we undertake periodic maintenance procedures or repairs. Still other times, there are causes beyond our control like power failures, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network traffic and other occurrences. We have not promised to provide you with uninterrupted service.

11. These Terms of Service May Change

Due to our evolving business, and the changing nature of the web hosting industry, these terms of service may change. We will post the changes here, and your continued use of the service means you accept the changes we have made.

12. DMCA Copyright Infringement Information

In accordance with the Digital Millennium Copyright Act, we have adopted a policy to suspend or terminate the accounts of website owners found to be in violation of copyright. We respect the intellectual property of others, and we ask you to do the same. We may, in appropriate circumstances and at our discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent (identified below) the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our agent for notice of claims of copyright infringement can be reached as follows:
By email: info@idesthost.com

13. Indemnification

If Idesthost is sued or threatened with a lawsuit from a third party because of something you do with the services, or as an affiliate you agree to pick up the tab if Idesthost is found liable or pays to settle the dispute. In legal terms, this is called "indemnification." Not only do you agree to reimburse Idesthost. for what it pays to satisfy a judgment or settle a case, you also agree to pay Idesthost reasonable attorney's fees and all other costs Idesthost incurs in defending itself.

14. Disclaimer of Warranties

You may have noticed that up to this point these terms of service have been kind of easy to read and understand. But our lawyers tell us that this section, dealing in the disclaimer of warranties, has to retain its legalese style. Sorry about that. Idesthost EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Just Host Ltd. MAKES NO WARRANTY THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. Just Host Ltd. DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. Some jurisdictions do not allow the disclaimer of implied warranties, in which event that foregoing disclaimer may not apply to you.

15. Limitation of Liability

Here is another section that has to retain its legalese. Simply stated, what this section is saying is that if something goes wrong, Idesthost cannot be held liable for it. IN NO EVENT SHALL Idesthost BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES, YOUR INABILITY TO USE THE SOFTWARE OR SERVICES, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF Just Host Ltd. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states may not allow such a broad exclusion or limitation on liability for damages as contained in these terms of services. In those states, our liability is limited to the full extent permitted by law. You agree that in no event shall our maximum aggregate liability exceed the total amount paid by you for the services in dispute purchased from us.

16. Expired Domains

If a domainname or Top Level Domain expires then there can be additional cost. These reactivation costs depend on wich domain needs to be reactivated. These additional costs will be on your account.</p>

.be	€ 15,00
.eu	€ 32,00
.nl	€ 75,00
INT	€ 100,00

Exclusive VAT. For other Top Level Domains these costs can differ.

Web design Idesthost

1. The product we provide

In exchange for the fees you pay in advance, we will supply you with your web design through an attachment in an e-mail, unless otherwise agreed upon, as long as you abide by the terms and conditions established on this page, and all other agreements relating to the services and/or products we may provide to you. For clarity, on this page, the word "services" or "products" refers to the web hosting or web design services/products we provide to you. The words "Idesthost" or "us" or "our" or "we" refers to Idesthost.

2. Additional terms and conditions for web design design

Here are additional terms and conditions for our web- design product. The conditions as described in the web hosting terms and conditions do also apply to our web design product. However, because the nature of web design differs to web hosting these additional terms and conditions are a necessity. Should a conflict arise between the terms and conditions of web hosting and terms and conditions for web design for our web design product then the terms and conditions described here apply. In other words, the terms and conditions described here apply first and the terms and conditions described in the web hosting apply secondary.

3. Permission to publish your web design

It is necessary for you that you can publish the paid web design on the Internet. Therefore we give you permission (a license) to publish the web design developed by us on the Internet. This license means that you can copy the web design unlimited time. You are responsible for these copies. The license and the web design are provided in the delivery only once. Therefore you are solely responsible for any back- up or copy of the web design and license. In addition, this license holds that Idesthost provides you with a unique web design, custom web design, or other terms in the same spirit. However, because the technique is used for web design in general, you must identify and recognize that Idesthost does not explicitly or implicitly provide the complete ownership. In other words, Idesthost reserves the right to applications, techniques, ways to a particular view to or other terms of the same scope to use for others.

4. When will the product be available

We try to deliver our web design product between 48 and 72 hours after the receipt of payment. Unless otherwise agreed upon. You must recognize and acknowledge that, due to the nature of the web design technology, occasionally, the agreed delivery time cannot be achieved. Because sometimes there are equipment malfunctions. At other times, there are regular maintenance and repair work. Still other times, there are causes beyond our control, such as power outages or interruptions of telecommunications equipment and other events. Therefore we have not promised you that there will be no delay in the delivery. To the fullest extent under the given circumstances we will contact you as soon as possible if any delay in delivery is expected.

5. These terms and conditions may change

Because our line of business is in a continuous process of change, and because the nature of the web design industry is changing continuously, the terms and conditions described here can change. We will publish any changes here. Your continued use of our products and services after the changes means you have accepted the new terms and conditions.

6. Content

Because Idesthost does not have the knowledge about the content of your website Idesthost is not responsible for the delivery of the content. With other words the content is your responsibility. What do we understand in the word content, but not limited

- The text for your web pages
- The logo For your website
- Pictures
- Translations

This content or information needs to be delivered to us in an ordered way. With other words, Idesthost does not

promise any kind of data mining or activities whereby Idesthost needs to filter the content distend for your website. Furthermore we respect copyrights.

7. What is our Forum-design standard product?

The product consists of at least a standard package including additional components. The design forms a coherent whole. That is, there is no difference in style between the various components in the package. In other words, the strands from an objective stance to recognize as the same one where the content may change. This means that the form is one and the same while the content between the various components in the package may change. For example, the colour scheme used is repeated in each section or background in each section repeated. The same principle applies to the custom image set. set. That is, the custom image set for your design is used repeatedly in each section. Besides the design with standard modifications we mean the modifications that are in the database of www.phpbb.com under the tab "modification database". Also, new or custom modifications can be made by us. Unfortunately, given the nature of web applications, it is impossible to give a fixed price in advance without any prior information.

8. What is our CMS-design standard product?

The product consists of at least a standard package consisting of 5 web pages with any additional components. The design forms a coherent whole. That is, there is no difference in style between the various components in the package. In other words, the strands from an objective stance to recognize as the same one where the content may change. This means that the form is one and the same while the content between the various components in the package may change. For example, the colour scheme used is repeated in each element or background for each section repeated. Also, new or custom modifications can be made by us. Unfortunately, given the nature of web applications, it is impossible to give a fixed price in advance without any prior information.

9. What is our E-shop-design standard product?

The product consists of at least a standard package consisting of a virtual store of not more than 50 products including additional components. The design forms a coherent whole. That is, there is no difference in style between the various components in the package. In other words, the strands from an objective stance to recognize as the same one where the content may change. This means that the form is one and the same while the content between the various components in the package may change. For example, the colour scheme used is repeated in each element or background for each section repeated. Also, new or custom modifications can be made by us. Unfortunately, given the nature of web applications, it is impossible to give a fixed price in advance without any prior information.

Although we use a very reliable and thoroughly tested software application for our e-shop-design product you acknowledge and recognize that given the nature of e-commerce product it is impossible to guarantee that the e-shop application is without any error, or error-free or risk-free. It is also often difficult to trace where the error did occur. Therefore we advise our customers to take precautions, such as an up-to-date virus scanner, a difficult to guess password for third and so on. Therefore, Idesthost will never explicitly or implicitly guarantee or promise that this product is without any risks. Thereby Idesthost will not be responsible for any and loss in sales or Idesthost cannot be held liable or responsible for any damage that occurred by you using our product. Hereby you acknowledge and recognize that selling products on the Internet brings risks and you do carry those risks fully.

10. Our support subscription

The support subscription we provide, we offer only in combination with a web hosting and web design package, unless otherwise agreed. The minimum contract duration for a support subscription is one year and paid in advance. The contract period starts from the moment of receiving payment unless otherwise agreed. The support subscription applies only to one web design package and the prices that are stated on this web site are minimum prices. That is, if the web design package is too complex we can ask different prices.

The support subscription is meant to keep your web site up-to-date. date. That is, content such as images and text, we can adapt. This will not include, and not limited, to modifying the entire web design, unless otherwise agreed. Examples of activities are, but not limited, to create new e- mail addresses, updating software, changing text or uploading new archives. All work will be made known to us prior to the activities or pre-authorized by you

to us, unless otherwise agreed. For example, you can give this authorization to one of your employees. However this has to be agreed on prior the request.

11. Contract

Idesthost gives its customers the possibility to pay 50 percent in advance and 50 percent on delivery. This option is only possible after we received a fully signed contract from you. After receiving the first part of the payment we start designing your web site and we will place a test web site on one of our servers. Through e-mail or telephone contact we adjust your web site to your needs. That is, we upload a concept site first.

If after you have signed a contract with us decide that you do not want that contract with us we will always ask for a fee. This is a fee to dissolve the commitment you have made with us. The height of this fee depends on how far we have advanced with the web-design, and much work we have already done for you. The minimum fee that you owe us is 50 percent of the entire invoice or contract. If the project as it appears on the invoice and the contract is in the final phase or almost in the final stage, you are 100 percent liable or responsible of the total sum that is stated in the invoice and contract. In that situation we will demand compliance by you to meet the contract you and Idesthost signed for.

12. Warranty on our web design product

Our web- design product is tested on the five most widely used Internet browsers, namely Internet Explorer, Mozilla Fire Fox, Opera, Safari and Google Chrome. The test consists of the latest version of the Internet browsers and with default settings. Therefore we can guarantee that most visitors can see our web design product properly. However you must recognize and acknowledge that because of the nature of the web design-industry that it is impossible for us to develop a web design product that fully works with all Internet browsers. This includes, but not limited, using a mobile phone for browsing our web design product.

We cannot give explicitly or implicitly a guarantee to the delivery of our product. Given the nature of the delivery, by means of an electronic delivery, we cannot guarantee delivery without error, or error free or without defects when your delivery arrive. However we will, if your complain is send to us within 48 hours after delivery, supply you with a new copie of our web design product through an attachment in an e- mail unless otherwise agreed upon.

13. Change of mind

If you change your mind about the design or content of the web site after or during your payment or within 48 hours after the delivery, then we can ask for an extra fee. This fee depends on how far we have advanced with the web design, how big the adjustment is and whether this adjustment is within the package you have paid for.

If your change of mind is immediately after or shortly before the payment we usually do not ask for an additional payment, unless the extra adjustment is not within the package you paid for. For example an extra fee will be ask for an additional web page, or any other extra feature. If your change of mind is at a later time then described above then we usually ask for a fee. However when it is a small adjustment, that is, a adjustment that requires less than ten lines of codes, we normally do not ask for an additional payment. Examples include changing the postal address, personal names, web page name, and so on. Again these adjustments have to be within the package you paid for. If the adjustment is only a small excess of ten or more lines of codes, then generally do not ask for any compensation. However, we provide this free service only once. In other words, several small changes are treated by us as a big change for which we will ask an additional payment.

For larger adjustments, that is adjustments that require more than 10 lines of codes, and/or adjustments that do not fit into the package you have requested, we propose a new quotation. After you fulfilled this new quotation these terms and conditions apply as if there is a new contract. payment of the offer, the conditions and whether a new tender. In other words, these terms and conditions only apply to the last paid quotation. All other quotes are treated as if they did not exist. That is, delivery time will be stopped and after receiving the payment of the quotation we will try to deliver the web design product between 48 and 72 hours after receiving your payment, unless otherwise agreed upon.

SEO Idesthost

1. The product or service we provide

In exchange for the fees you pay in advance, we will supply you with your web design through an attachment in an e-mail, unless otherwise agreed upon, as long as you abide by the terms and conditions established on this page, and all other agreements relating to the services and/or products we may provide to you. For clarity, on this page, the word "services" or "products" refers to the web hosting or web design services/products we provide to you. The words "Idesthost" or "us" or "our" or "we" refers to Idesthost.

2. Additional terms and conditions for web Search Engine Optimisation

Here are additional terms and conditions for our SEO product. The conditions as described in the web hosting terms and conditions do also apply to our web design product. However, because the nature of SEO differs to web hosting these additional terms and conditions are a necessity. Should a conflict arise between the terms and conditions of web hosting and terms and conditions for SEO for our SEO product then the terms and conditions described here apply. In other words, the terms and conditions described here apply first and the terms and conditions described in the web hosting apply secondary.

3. When will the services be available?

We give our best effort to deliver our SEO services between 48 and 72 hours after receiving your payment. Unless otherwise agreed upon. You must recognize and acknowledge that, given the nature of the SEO technology, incidentally, the agreed delivery time cannot be made. Sometimes there are equipment malfunctions. At other times, there are regular maintenance and repair work. Still other times, there are causes beyond our control, such as power outages or interruptions of telecommunications equipment and other events. Therefore we cannot promise that the delivery will be without delay. To the fullest extent possible under the circumstances we will contact you as soon as possible of any delay.

In addition, we depend on information from the client. Therefore, the delivery time counts from both the payment and the information given by you to us onward.

4. These terms and conditions may change

Because our line of business is in a continuous process of change, and because the nature of the web design industry is changing continuously, the terms and conditions described here can change. We will publish any changes here. Your continued use of our products and services after the changes means you have accepted the new terms and conditions.

5. Warranty on our SEO services or products

Because search engine optimizations ultimately takes place at third party, a party is not bound by our contract, the search engine, we cannot implicitly or explicitly promise or guarantee that your web site will be included in a search engine database, your entire web site is crawled or the title, description or keywords are included in the database of the search engine company. This is entirely at the discretion of the company or the owner of that database. Should a situation arise where this is occurring then we are not obliged to repay or refund the amounts paid. Because Idesthost already has done the needed on your behalf.

We cannot and will never express or implied warranty about the delivery of our services. Given the nature of the delivery, by means of an electronic delivery, we cannot guarantee delivery without error, or error free or without defects when it arrives. However we will send you a new copy of our product, if you have complaint within 48 hours after delivery. A new delivery will be delivered to you through an attachment in an e-mail unless otherwise agreed.