



**

Terms of Service

**

Belira – Serving the World, Without Charging the Earth

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About This Document

The use of services provided by Belira.com (from this point forth referred to as “Belira”, “us”, “our”) constitutes agreement to these terms.

If you continue to browse the website Belira.com and use any services on offer by Belira, you are agreeing to comply with the terms mentioned in this document.

Belira reserves the right to amend any terms and policies at any time, without notice.

Online Location

For an up to date version of this document, please visit:

www.belira.com/docs



1 - Beginning your journey with Belira

Welcome to Belira Web Hosting. We will setup your account after you have completed your first payment. It is your responsibility to ensure all details provided to us at registration is up to date, and correct – as failure to do so may result in a delay in processing your order, or even account suspension if any problems arise with your account and we are unable to contact you.

Please do not register with Belira using an E-Mail address connected to your primary domain, as if we need to contact you regarding a problem with your account, we cannot do this if your contact e-mail address belongs to the domain you are registering with us.

When registering domain names with Belira, you are responsible for ensuring contact information is correct and up to date, as Belira is not responsible for any domains registered with wrong data, please check all information is correct before submission.

Providing false or fraudulent contact information of any kind will result in suspension and possible termination of your account.

2 - Transferring existing websites to Belira

Belira has in place, a dedicated team of staff who are fully experienced with transferring websites from your previous hosting companies. This is a complimentary service offered by Belira, and if you do require a website transfer, you may be charged a fee depending on the existing host you are transferring from, and the amount of data needed to be transferred.

It is not always possible to transfer your website to Belira, due to the fact some websites may be incompatible with Belira services offered. In the unlikely event this does happen, or if you are unsure if your website can run on Belira servers, please open a support ticket.



3 - Resource and Usage Limits

3a - CPU Usage

Belira allows a maximum of 25% CPU usage limit. You may exceed this limit for no longer than 85 seconds. This is highly unlikely to happen; nevertheless we do recommend you ensure your website is running efficiently and correctly. Websites which do significantly go in excess of this limit will be suspended and a member of staff will review the account without notice.

3b - Server Side Applications

Users of services from Belira may not run unattended applications on the server, such as web spiders, crawlers, trackers, and daemons.

3c - Illegal and Suspicious Activity

Users may not perform any illegal activity on hosting accounts from Belira, and must not perform activities such as:

- Run IRC –based software
- Run any bit torrent program, tracker or client.
 - We do allow the linkage of legal torrents on other websites, as long as they are not stored on Belira servers.
- Take part in any file sharing or peer-to-peer activities
- Run gaming servers of any kind
- Run cron-jobs more often than every 15 minutes

3d - Data Transfer

As a customer of Belira, you are allocated a monthly data-transfer (bandwidth) allowance. This limit varies, dependant on which hosting package you selected and registered for when you purchased Belira hosting. We ask all customers closely monitor their bandwidth usage, as any accounts which pass the given bandwidth limit in any one-month, we reserve the right to suspend the account until:

- The account has been upgraded to allow more bandwidth
- The next billing-cycle, when your bandwidth limit has been reset

If we notice your account to be breaking any rules of limitations as stated above we may contact you requiring suitable explanation, and if we fail to receive contact within a given time, we may suspend the account until action is taken to resolve any outstanding issues.

3e – Uptime Guarantee

As a customer of Belira, we promise you 99.9% uptime, guaranteed. In the unlikely event that your website does suffer physical downtime below our guarantee, you may receive one month of web hosting credit on your account.

To apply for hosting credit for the months in which your website has been below the total of 99.9% uptime guarantee; open a support ticket at **www.belira.com/tickets**

The uptime of your hosting account is defined as the reported uptime from our operating system monitors internally, we will not accept claims for credit, using evidence from a third party monitoring service, due to issues with network limitations and capacity availabilities of third parties.



4 - Account and Hosted Content

The customer agrees to give surety in holding Belira harmless from any claims which may arise resulting from your use of any services offered by us.

4a – Copyrighted Material & Lawful Usage

If any laws including that of copyright or trademark infringement are broken, including (but not limited to) unauthorized content of images, music, video, documents, or any other copyrighted material, accounts may be temporarily suspended pending investigation.

Reports of the copying or aiding in the selling or distribution of trademarked, merchandise or illegitimate material will result in the suspension of any violating accounts, until a well-founded explanation is received. Furthermore, if you are the owner of such material and you notice a website using our service to promote or use your product unlawfully, please visit:

www.belira.com/report-copyright

All our services may be used on the condition they are lawful, under the laws of your local country, the United States of America and United Kingdom.

4b – Account Suspension

Accounts found to be violating any terms of service stated by Belira, are contacted and given a stated amount of time to contact us, in order to provide us with suitable explanation. If we do not receive explanation or plans to rectify any errors after this period, we will suspend the account indefinitely.

Accounts suspended due to violation of any terms of service stated by Belira, are demanded to return the required explanation as to their actions resulting in the suspension.

Once any problems are dealt with by the violating users, hosting accounts are re-activated instantly.

While accounts remain suspended due to both non-payment and violation of terms, your account is still considered 'active' on our servers, and will continue to be billed for account resources and us holding your account. Failure to send payment will eventually result in your account been completely terminated, and all data on our servers will be purged forever.

4c – Cancellations

Belira reserves the right to suspend, restrict access or terminate an account at any given time, with or without notice.

If you wish to cancel your hosting account, you may cancel at any time via our cancellation form, located at **www.belira.com/cancellations**

Any accounts cancelled won't be charged at any future billing cycles (whether monthly or yearly, depending on your contract type), although any existing payments or credits remaining in the current billing cycle, made will not be refunded.



4d – Unacceptable Content

Please adhere to our request that all customers keep any hosted content legitimate, legal and free-rated. Any material found on our servers which we review to be unlawful, threatening or obscene will be removed from our servers, or access restricted with or without prior notice.

Examples of unacceptable content:

- Fraudulent websites
- Sale of any controlled substances (without legal permits)
- Proxy software
- Bots
- IRC Scripts
- Pirated software and media
- Websites that distribute or link to illegal content
- Game servers
- Free unlimited image hosting websites
- Free unlimited video hosting websites (although personal streaming is acceptable)
- Disrespectful / antisocial orientated blogs or websites
- Reselling hosting space
- Click tracking websites
- Mail Bombers and Marketing software
- Dedicated advertisement rotation
- Dedicated scanners and trackers
- Lottery and gambling websites
- Websites promoting illegal activities, hacker focused content

4e – Presentation of Service

Belira reserves the right so refuse service to any person or party we consider to be unsuitable of usage, we review any material to be inappropriate, or in violation of any of our terms of service.

Any account giving access to any services from Belira, to unauthorized personnel, will be suspended without notice; continuation to violate our terms of service will result in termination of service.

All devices, software and services offered by Belira, are provided on behalf of our authorized customers only. Belira reserves the right to monitor all systems for business and lawful purposes as we or any law enforcements deem suitable. Use of any services offered by Belira signifies consent to monitoring for the stated purposes.



5 -Mail Policy

We understand that mailing is one of the most utilized features, holding potential with little limits – and is quite popular with all our clients. It is for this purpose we enforce a mail policy, with fair usage limits to ensure our mail servers run as smoothly and efficient as possible, for all our customers.

5a – Mail limits

There are limits on the number of E-Mails which can be sent on an hourly basis, per domain. The maximum number of outgoing E-Mails per hour is 500. This limit is applied to all mailing lists, and e-mail accounts. If a user sends over the maximum limit within the hour, E-Mails will begin to fail, and return an undeliverable error. If this occurs, we recommend you wait until an hour has past, and the limit per domain has been reset; before resending E-Mail.

As for internal mail checking (POP3/IMAP), Belira has a limit of 1 check every 2 minutes on average, over an hour; which is equivalent to 30 checks per external IP address per hour. Again, if this limit is breached, then users will be locked out of their account until the limits are lifted, every hour. If users are locked out, we recommend waiting until an hour has passed, in order to gain access to their account.

If you find service is limited on multiple occasions, we recommend you lowering your usage requirements, by sending E-Mails less often, and setting auto-checking of new mail to a longer period (5+ minutes).

5b – Mail Rules

All mail sent using our servers must be moderated and controlled to meet our limitation requirements. We recommend the sending of one e-mail within 10 seconds, meaning you can send 6 per minute, 3600 per hour, and 86400 E-Mails per day. If the program you are using does not allow you to limit the E-Mails you send, we recommend using a program that does, such as PHPList (which is available from within your cPanel, via Fantastico).

If you have any mailing lists pushing 1000 E-Mails, we only allow them to be sent during off peak times, to prevent high server loads. Off peak times are justified by Belira to be between 1am and 8am local server time; from Monday to Friday, and any time throughout the weekend.

All newsletters and mail lists must have a “Double Opt-In” system in place. This can either be where each member must verify they own the e-mail, by clicking an activation link you generate for them, or via submitting a payment of some sort. This reduces the risk of abuse, fraud, and the use of our mail servers for improper use.

Any unwanted E-Mail being sent from our mail servers, will result in account suspension; with or without notice and pending investigation. Upon conclusion of our investigations, we will decide on the action we take, usually based upon explanation from the account holder. Please note, we take a zero-tolerance policy on any unsolicited, bulk or spam e-mail sent from our servers, and such activities may result in account termination.

Any mail sent must respect and comply to laws of the United States of America, United Kingdom, and any local jurisdiction associated with the account holder. Activity must also comply with any privacy laws, and any data protection enforcements.



6 - Spam Policy

6a – Zero Tolerance

Belira takes a highly serious attitude towards any kind of spam, bulk and unsolicited E-Mailing. We hold a zero tolerance policy towards any kind of distribution of the above mentioned E-Mail. Any use of mail lists purchased or acquired containing E-Mail addresses which have not authorized the account holder to use, will be suspended, pending investigation.

6b – Fines

Any account in which causes Belira to be questioned regarding our policy of spam, or any service we are forced to offer in order to solve any damages caused by a website hosted by Belira, may incur charges at the discretion of Belira, for any services conducted in review of a spam claim.

6c – Modifications

Belira reserves all rights to require changes to, or suspend and terminate the account holding any website in which may not conform to our terms of service and policies, or them of any legal jurisdiction.

All content hosted by Belira is subject to review by us at any time, and Belira reserves the right to make any modifications if we deem necessary, to any content hosted by us, including but not limited to websites, accounts, databases, cron jobs, mailing lists and other components which may be held on or in connection to our servers.

6d – Spamvertising

Websites advertised either solely or partially via spam mailing, instant messaging, fax, newsgroups and/or message boards may not be hosted by Belira. Any website hosted by Belira, which results in any of our IP addresses being blacklisted, will be immediately suspended without notice and an investigation will take place.



7 - Legalities

7a - Disclaimer

Belira shall not be responsible for any damages or loss your business or data may suffer due to any action taken by Belira whatsoever. This includes data loss, suspension, and termination of customer accounts. Belira completely disclaims any liability of any kind, expressed or implied for services we provide, for any delays or service interruptions caused.

7b – Service Termination

Belira reserves the right to terminate any service offered by us at any time, for any reason our staff deems necessary. Any judgement made by Belira, or a member of staff on behalf of Belira is final. Any termination credit refundable to any customer is at the sole discretion of Belira, relating to the circumstance and cause of service termination.

7c – Data Disclosure

Belira reserves the right to disclose any content or information as requested by law enforcement agencies globally, without consent or notification to you – if such parties request so. We always cooperate fully with law enforcement to ensure Belira and its customers are fully protected against any threats.