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Be Devious Web Development VPS Terms and Conditions

Introduction

The Be Devious Web Development VPS Terms and Conditions govern the terms and conditions in which You ("Client", "You" or "Your") purchase / rent a VPS Product from BDevious LTD (Be Devious Web Development).

You hereby agreed to this Agreement. The terms in this policy are additional to Be Devious Web Development's Acceptable Use Policy and You will be bound to these when dealing in any way with Be Devious Web Development.

The Be Devious Web Development Customer Portal can be accessed by customers via <https://www.bedevious.co.uk/portal/>

1. Scope

- a) This Agreement sets out the provision of VPS services to You by Be Devious Web Development, in addition to specific maintenance of the same (the "Services").
- b) VPS Services consist of providing You with a Virtual Private Server, access to which can be made via the Server Control Panel that has been set up for you. Although this type of server provides you with dedicated virtual resources, your VPS will be sharing physical VPS resources with other customers and You acknowledge that this type of hosting is different from a Dedicated server.
- c) Be Devious Web Development agrees to maintain the VPS and keep the server running, unless affected by factors outside of the control of Be Devious Web Development. You acknowledge that Be Devious Web Development is in no way responsible for the content that You choose to store in VPS under this agreement, other services for such assistance may be purchased from Be Devious Web Development.
- d) You warrant that You have the skills, or access to the skills to operate the VPS in order to achieve the desired outcome that the VPS was purchased for.
- e) Access to Your VPS is limited to You and anyone You authorise to access the VPS. You also accept that Be Devious Web Development or relevant service providers may need to access Your VPS for the purposes of maintaining the server.
- f) If you purchase other services from Be Devious Web Development, such as website design and development, website maintenance, hosting management, or any other related services, responsibility for any work, stated benefit or guarantee, implied or otherwise, fall outside of this agreement.

2. Service Provision and Availability

- a) Every effort will be made by Be Devious Web Development to ensure maximum availability of the VPS Service, however due to the nature of these types of services You agree that You understand this may not be possible and services may be unavailable via the internet.
- b) You also agree that services provided cannot be guaranteed to i) meet all of Your requirements for the purpose You wish to use the VPS for, ii) be available 100% of the time or be error free or iii) be compatible with any software, files or services to upload or connect to Your VPS.
- c) From time to time VPS may be unavailable due to planned maintenance of the server. You will be notified of planned maintenance and predicted downtime via email, after

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which time further updates will be made available via the Service Status page on the Be Devious Customer Portal.

- d) Some maintenance tasks may require VPS customers to update settings with 3rd party suppliers, if for example the IP address of the VPS will be changing and You have domains with DNS settings hosted elsewhere. You will be provided with at least 1 weeks' notice of such changes and where possible a switch over period will be provided.

3. Performance & Resources

- a) Be Devious Web Development VPS products share physical server resources meaning that the server resources used for Your VPS are shared with other VPS customers.
- b) If the package You purchased was provided with a stated level of server resources, Be Devious Web Development will take reasonable steps to ensure that the level of resources offered are available for Your VPS always, however sudden spikes in activity may mean that this is not possible.
- c) Be Devious Web Development will consistently monitor the usage level of resources available for all VPS customers to ensure availability.
- d) If You are aware that You will be initiating a higher than usual demand on Your VPS, for example as a result of an unusual level of marketing activity, or you intend on uploading an unusual amount of data causing a spike in hard disk usage, You agree to inform Be Devious Web Development of Your plans in order to ensure that appropriate resources are available. Notifications must be received in writing via a support channel with a minimum of one week's notice.

4. Access to Controls

- a) Your VPS comes with a number of features available to control aspects of the server resources that it is able to use. Be Devious Web Development reserves the right to remove any of these controls without warning if they are deemed to be creating any security vulnerability.

5. Backup of Data

- a) All data stored in Your VPS, including Files, Databases and Control Panel settings will be backed up on a regular basis.
- b) The purpose of the general backups is to enable Be Devious Web Development to restore Your data as part of recovery from a server incident. You accept that these backups are not available for restoration of data solely for Your VPS account for any reason, e.g. if You need to recover from an error caused by You.
- c) In the event of a server incident that affects Your VPS, You will be notified of the incident via email. Information and updates regarding the incident will subsequently be posted on the Service Status page on the Be Devious Web Development Customer Portal. Data will be restored as quickly as is possible depending on the type of incident and steps required to rectify.
- d) In the case of a major server incident, Be Devious Web Development aims to be able to restore data to a state in which it existed a maximum of 7 days previously in the worst-case scenario.
- e) No compensation can be offered for downtime of your VPS during an issue with the server, or for any data lost due to an incident related to the hosting server, whether this is the fault of Be Devious Web Development or an outside factor out of the control of Be Devious Web Development. You therefore may wish to purchase additional backup

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capabilities to a location that you control from Be Devious Web Development or another third party.

6. SSL

- a) SSL certificates provided as part of your VPS package are provided by Lets Encrypt which is an open source, free utility for providing SSL certificates.
- b) You acknowledge that You use certificates provided by Lets Encrypt, via the Plesk Lets Encrypt Extension or otherwise, at Your own risk and accept any applicable risks to the data store in Your VPS.
- c) Be Devious Web Development is not responsible for the SSL certificates provided by Lets Encrypt, their renewal, revocation or any data loss or incident resulting from a vulnerability identified in the Lets Encrypt certificates.
- d) If your domain is hosted by Be Devious Web Development, your domain settings, or DNS server records, may be hosted with CloudFlare. In such cases SSL may be provided by CloudFlare. All the above terms are extended to SSL used by CloudFlare.
- e) Be Devious Web Development may change the SSL provider for your domain or website without notice.

7. Payments

- a) VPS customers agree to pay for VPS services as agreed when the Service was purchased and as confirmed in any order confirmation or invoice emails.
- b) You acknowledge that invoices that are 14 days passed their due date and are still unpaid may result in suspension of Your Service.
- c) When or if VPS services are renewed they will continue at their original price unless a new agreement is created between You and Be Devious Web Development that supersedes the current agreement.
- d) Be Devious Web Development may change the price of an ongoing subscription when it has been in place for more than 12 months. You will be notified of any pricing changes no later than 1 month ahead of their effective date.

8. Cancellation / Termination

- a) All Be Devious Web Development VPS services have a minimum term of 12 months.
- b) You can cancel Your VPS at any time, however if You are within the first 12 months You will be provided an invoice for the remainder of Your VPS fees up to and including the 12th month.
- c) You must provide 1 months' notice to cancel in writing either to contact@bedevious.co.uk or by raising a cancellation request in the Customer Portal.
- d) If You were provided with a domain as part of Your VPS service, or if You have registered a domain with Be Devious Web Development and cancel any services within their minimum term, Be Devious Web Development maintains the right to refuse any transfer or termination of the domain registration until such time that any outstanding invoices have been paid.
- e) If any invoices are not paid, Be Devious Web Development maintains the right to suspend your website, meaning it will no longer be publicly available, after 30 days since the unpaid invoice due date. A further 60 days with no payment may result in your website and all of its data being permanently deleted. After this point it will no longer be possible to retrieve it.

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9. Domain Registration

- a) Any domains registered with Be Devious Web Development will be registered with our chosen supplier at that time. Details of the supplier will be provided on request via a Support Ticket and their domain registration Terms and Conditions will also apply to registrations via Be Devious Web Development.

10. Package Changes

- a) VPS services may be upgraded to available packages at any time. Payments for ending services will be pro-rated to the changeover date which will be communicated via email, at which point the pro-rated charges for new services will begin.
- b) VPS services may be downgraded to available packages at any time, however the VPS service coming to an end will be considered a cancellation and will be subject to the same conditions as outlined in 8. Cancellation / Termination.

11. Support

- a) Support is available 24/7 by raising a Support Ticket via the Be Devious Web Development Customer Portal.
- b) Be Devious will respond to Support Tickets as quickly as possible with the aim of taking no longer than 24 hours to respond.
- c) You are responsible for assigning appropriate priority to Support Requests as detailed in the Be Devious Web Development Customer Portal to assist in prioritising the most urgent requests.
- d) Be Devious Web Development reserve the right to re-assign priority to Your Support Tickets without providing an update to the issue or question that has been raised.

12. Acceptable Use

- a. The following Acceptable Usage Policy (AUP) will outline the use to which the Be Devious Web Development WordPress Hosting may and may not be put to use. Any violations of the AUP will result in an immediate suspension or termination of Your account. We strongly enforce the following policy and it is subject to change at any time. Any usage of our system and networks indicates full understanding and acceptance of the following AUP. You accept that infringing on the AUP may result in suspension and subsequent termination of your services.
 - i. **Illegal Activities:** Customers may only use Be Devious Web Development WordPress Hosting for lawful purposes. Any transmission of any material that is in violation of any Country, Federal, State or Local regulations is prohibited. To this effect, illegal content is strictly prohibited as well as housing any copyrighted information (to which the customer does not hold the copyright or an appropriate license) on our servers. Additionally, using Be Devious Web Development Web Hosting to conspire to commit or support the commission of illegal activities is forbidden as well.
 - ii. **Service Interruptions:** Any activity which causes service interruptions to the Be Devious Web Development Web Hosting or to any outside network. This includes, but is not limited to, the execution of Denial of Service attacks or other maliciously configured software.
 - iii. **Content Restrictions:** You may not:

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1. Post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful
2. Post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group because of their age, race including colour, nationality, ethnic or national origin, religion, belief or lack of religion/belief, sex, sexual orientation or because they are being or becoming a transsexual person, being married or in a civil partnership, being pregnant or on maternity leave or because they are disabled.

13. Other Responsibilities

- a) It is Your responsibility to ensure the use of strong username and passwords for any access to Your VPS, including by not limited to; Your VPS Control Panel, any databases stored on Your VPS and any FTP accounts configured on Your VPS.
- b) It is Your responsibility to keep any username and password combinations as above a secret.
- c) It is Your responsibility to only provide access to Your VPS to trusted individuals or organisations, and You take responsibility for any actions they take once access has been granted to them.