Terms of service

Our Terms of Service Agreement represents the complete Agreement and understanding between GNUTRANSFER (Provider) and the account holder (hereinafter called Customer) and supersedes any other written or oral Agreement. This Agreement explains our obligations to the Customer, and explains your obligations to the Provider for various services.

GNUTRANSFER requires that its Agreements be made with a person who is qualified to contract. As a customer you must be over the age of eighteen (18) years. In the case of a customer being under the age of eighteen (18) years, a parent or guardian must accept this Agreement.

GNUTRANSFER reserves the right to modify the Terms of Service periodically, for any reason, and without notice. Please review this Agreement every so often so you will be apprised of any changes made to this page. Customer agrees that during the period of this Agreement we may revise the terms and conditions of this Agreement; and change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our web site.

GNUTRANSFER has the right to discontinue service or deny access to anyone who violates our Policies or The Terms and Conditions shown below, without prior notice or warning. Refunds will not be made if the customer's account is due to violation of the terms outlined below.

It is our policy that we will not share personal customer information (either current or former customers) outside of GNUTRANSFER and or any subsidiary of GNUTRANSFER for any purpose other than than administration, marketing of GNUTRANSFER products or services and network upgrades, unless the disclosure has been authorized by the customer or is permitted or required by law.

Nonrefundable services: Web Hosting services, VPS servers and account add-ons are **nonrefundable**, bandwidth overages are **nonrefundable** and miscellaneous billable support is **nonrefundable**.

99.9% Uptime Guarantee: In the event Customer experiences any of the following and GNUTRANSFER determines in its reasonable judgment that such inability was caused by GNUTRANSFER's failure to provide Internet Data Center Services for reasons within GNUTRANSFER's reasonable control and not as a result of any action or inaction of Customer or any third parties (including Customer equipment and/or third party equipment), GNUTRANSFER will, upon Customer's request, credit Customer's account as described below:

a) Inability to Access the Internet (Downtime). If Customer is unable to transmit and receive information from GNUTRANSFER's Internet Data Centers (i.e., GNUTRANSFER's LAN and WAN) to other portions of the Internet because GNUTRANSFER failed to provide Internet Data Center Services for more than fifteen (15) consecutive minutes, GNUTRANSFER will credit customer's account the pro-rata GNUTRANSFER connectivity charges. (i.e., only bandwidth related charges are eligible for credit. Credits are based in proportion, according to a factor that can be calculated exactly to said downtime).
To receive any applicable credits, Customer must notify GNUTRANSFER Customer Service at

support@gnutransfer.com within two (2) business days from the time Customer becomes eligible to receive a credit or forfeit their right to receive a credit. Customer must include their full name, user name, server number and the dates and times of the unavailability. GNUTRANSFER will contact Customer to review the status of the credit request and to determine the applicable credit, if any, due Customer. Credits will typically be applied within 30 days of request. Credits will only be applied to accounts in good standing. If the Customer account is past due, the account will be ineligible for a credit.

b) In the event that Customer is entitled to multiple credits arising from the same event, such credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such event. In no event will GNUTRANSFER be required to credit Customer in any one (1) calendar month GNUTRANSFER connectivity charges in excess of seven (7) days of Service. A credit shall be applied only to the month in which the incident took place. Customer shall not be eligible to receive any credits for periods during which Customer received any Service free of charge.

Credits will not be provided to Customer in the event that you have any outage resulting from:

1. Third party services
2. Failure of your applications
3. Scheduled server and network maintenance
4. Off-network Internet traffic
5. DNS Propagation
6. Domain registration or transfer failure
7. Failure to comply with GNUTRANSFER AUP and Terms of Conditions
8. Third party software or scripts
9. Circumstances beyond Providers control including, but not limited to, acts of nature, fire, flood, sabotage, strike, acts of any governmental body.

Account Add-ons: Services and features added to your account mid-month are charged upon completion of said service and payable upon receipt. Recurring monthly add-on charges are payable with your monthly hosting account.

Unmanaged Servers: With an unmanaged server we provide memory, storage, reboots, physical security of the hardware, failed hardware replacement and bandwidth, however additional consulting or support will incur extra charges. We will however, support anything hardware or network related. The following is not covered in our support: Any third party software including but not limited to: Control Panel Support, billing software, Scripts etc. Consultation or work requested for third party scripts or software will be billable at $80 per hour with a minimum of 15 minutes.

Program Scripts: The Customer is allowed to install program scripts on their server, however we reserve the right to disable any script, without warning, that causes a server or network to become dysfunctional.

Bandwidth and Storage Usage: Your website or server statistics allow you to view your bandwidth and storage history via your control panel. This panel can be viewed from the web at: https://vpscontrol.gnutransfer.com/users. GNUTRANSFER will not be responsible for monitoring your usage. We encourage our customers to check their stats frequently so they are aware of their bandwidth usage and storage usage. It is up to the customer to be aware of their website traffic by utilizing the web stats tool we provide. Any usage used over your allotted bandwidth and storage plan will be subject to overage charges.

Modifications to your account: In no event will GNUTRANSFER be liable for the unauthorized use or misuse of your user name and password. Telephone calls are not an acceptable method of account modification.

Personal Information: As part of the signing up process, you are required to provide us certain information and to update us promptly as such information changes so that our records are current, complete and accurate. We will be delivering time-sensitive information such as monthly invoicing, special news and announcements, network upgrades etc.to the e-mail address you provide. Please keep this in mind when determining which e-mail address you offer as a contact point.

Plan Upgrades / Downgrades: It is the customers responsibility to be aware of their hosting plan. The Provider does not monitor what plan may be suited for the customer. If you would like to upgrade/downgrade to a new hosting plan you can do it automatically within your virtual server control panel.

Service term: All server hosting accounts are based on a month to month contract by default. However other payment frequencies are available.

Billing Period: All hosting accounts are based on a month to month prepay basis by default, however other payment frequencies are available. Our default billing cycle runs from the 5th of the month to the 5th day of next month. The first invoice will be prorated from the order date of service to the end of the billing period. If the new account begins after the 10th of the month, service will be prorated from date of activation to the last day of the following month. Future invoices will be e-mailed between the 10th and 15th of each month and due on the 1st of the following month. The Provider reserves the right to change monthly fees, additional costs, billing methods, or any other area of Service it deems necessary at any time, for any reason. Either Party may, at its sole discretion, may terminate the Customers account at any time without refund for any remaining portion of the monthly fee.

Payment Methods: We accept payments by Paypal (fees apply). Cuentadigital and Dineromail are also accepted. Paypal User id is: gnutransfer@gmail.com.

Cancellation of Virtual Private Servers or Added Services/Features: Cancellations are made automatically by our server control panel software. There will be several warnings by email prior to suspend an account. Any suspended account with unpaid invoices will be automatically terminated following a last email warning. We encourage our customers to check their payments frequently so they are aware of their account status.

Network Security: Customer agrees that your use of our services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. The Provider 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. The Provider makes no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free. This includes loss of data resulting from delays, and any service interruption caused by GNUTRANSFER employees.

The Provider will take all necessary precautions to protect against failure of our equipment and software. The Customer acknowledges and agrees that temporary interruptions in service may occur and that the Provider shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of the web servers. The Customer acknowledges and agrees that data may be lost or corrupted in connection with use of the service. The Customer acknowledges and agrees that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the service.

E-commerce: The Customer will be responsible for all content and transactions related to their on-line store including, but not limited to credit card transactions, fulfillment of orders, and calculation of sales tax, confidentiality and security of their customers.

Indemnity: The Customer agrees to release, indemnify, and hold the Provider, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Acceptable Use Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your website(s).

Breach: In the event that the Customer has not complied with the any part of the Terms of Service Agreement and AUP, or breaches the Agreement via nonpayment of monthly charges, the Provider reserves the right to hold any and all Customer equipment, alter access to the service, or to terminate the service, without notice to, or authority from the Customer, and may refuse any refund due to the Customer.

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