

Terms of Service

We = A-Design (Hong Kong) Limited

Policy

A-Design (Hong Kong) Limited is based in HKSAR, at the same time when you use our services you must comply with the laws of Hong Kong. We have and reserve the right to change the terms of this agreement without prior notice.

Personal Information

Customer agrees that all the personal information provided in the application form is true, including address, name and telephone number. If there are errors and customer requests a refund, the company has the final decision. For more information, you may refer to our Privacy Policy.

Content

Customers cannot place any infringement of copyright or violation of all laws of the Hong Kong SAR files and programs

Customers cannot put any type of files for third-party to download, including legal and illegal. Once discovered, our company reserves the right to terminate the service without any compensation. Customer shall not set up any website, forum or related programs which has the opportunity to contain pornography, violence, gambling or other violations of the law of Hong Kong SAR.

Illegal use

Unauthorized use of the server resources to provide third party services will face immediate termination from our company.

Stability and reliability

We cannot guarantee that the services we provide are 100% of stability and reliability, but we guarantee at least 95% of online rate. If we fail to achieve this rate online, you will receive a renewal discount as follows.

If the server is down for over 7 hours 10 mins to 36 hours per month: 5% discount

If the server is down for more than 36 hours per month: 10% discount

We (A-Design (Hong Kong) Limited) reserves the right to provide the discount or not.

Web space quota

We regularly monitor the web space usage of each customer. If customer is found to have exceeded the quota, we will require customers to rent space for additional quota or upgrade to another hosting plan which support more web space.

Responsibilities and obligations

Users should provide actual personal or company information. If any dispute between the hypocrisy of false cause occurs, all the consequences have to be borne by the users themselves.

Although we do backup our client's files daily, we do not have any responsibility of our clients for the information and data they have kept in our company. Therefore, Clients should make their own backup data, or have them insured so as to cover or reduce the damage they may suffer. In case of any loss of the information and data, our company will not bear any liability.

Use of Web application

In addition to stand-alone server service plans, web hosting plans are generally not allowed to use CGI / PHP program to provide "simultaneous multi-connection" service.

"Simultaneous multiple connections" mean that at the same time there are multiple people to connect to this program or read the request.

These include:

- Chat (Chat room)
- Online game - WOG, PHP games, forum's plug-in game
- Proxy Software

Program means any system using more than 10% CPU / Memory resources, or 30 connections simultaneously connect to the MySQL host. We reserve the right whether simultaneous multiple connections are allowed.

Set up of Forum

We only allow customers in every web hosting account to set up a forum for PHP editing, with number of people on-line 30 or below. If we find that there are more than 30 people on-line at the same time, we may: 1) require customers to apply for a dedicated hosting plan 2) charge additionally 3) limit the flow of traffic flow 4) terminate the service without prior notice.

The following is a more well-known PHP forum which we allow customers to install:

- All versions from Discuz! (<http://www.discuz.net>)
- All versions from PHPWind (<http://www.phpwind.com>)
- All versions from PHPBB (<http://www.phpbb.com>)
- All versions from vBulletin (<http://www.vbulletin.com>)
- All versions from Invision Power Board (<http://www.invisionpower.com>)
- All versions from ZeroBoard (<http://www.zeroboard.com>)

And other PHP forums, please contact us if you find them unclear.

Unlimited Traffic - fair usage policy

Broadband is a shared service; some users' activities can affect other users of this service. In an ideal environment, all users can get the same percentage of bandwidth usage. Unfortunately, some users disproportionately capture a larger share of bandwidth, resulting in reduced bandwidth usage of other users.

The main purpose of this policy is to protect our network to provide each customer high-quality network. This policy also applied to customers using web hosting plans with unlimited traffic. If broadband customers are found abusing the network (for example, provide file download, we will restrict your flow, data transmission or immediately suspend / terminate the service without prior notice.)

In reasonable cases, such as excessive use of the customer, we have the right to require customers to reduce consumption. If customers fail to do so, they will be charged additional fees, or suspension / termination of service.

File Backup

We will back up data and customer files, but we do not guarantee the integrity of the backup, the backup is also only for the internal inspection and law enforcement agencies in Hong Kong, customers cannot in any circumstances to require us to provide the backup, the customer also has to consciously backup, in case any circumstances which led the company failed to reply to some or all of the information and backup, we do not assume any responsibility and will not make any compensation.

Spam

We will not tolerate any spamming behavior. If we find such a case, we reserve the right to freeze the account without prior notice.

Web Hosting renewal

When a customer account is about to expire, we will not automatically renew for the customer. Around 15-30 days before the expiration, a reminder will be sent via e-mail to each customer.

Expired Payment

All customers are required to settle the amount for any renewal services. The account will be immediately frozen if it is expired more than one day. If the account has been frozen more than seven days and we are not able to confirm the receipt of the renewal, the account will be deleted at any time without prior notice.

Expired domain names

Please note that once the domain name is expired, the service will stop immediately and it cannot be redeemed. To ensure the success of the domain name renewal, we strongly advise our clients to complete the renewal at least 21 days in advance.

If the customer's domain name has expired, but not more than 30 days, you can try to renew (not guaranteed). If your domain has expired more than 30 days, then the domain name may be recovered by the international domain name administrator. In most cases, the governing body of international domain name will retain the domain name for about 30 days as a redemption period (not guaranteed), before it is formally deleted. If you want to redeem the domain name during this period, you will need to pay an extra HK \$ 2,500 redemption fee (inclusive of a one-year renewal annual fee).

We cannot guarantee that any domain can be renewed successfully after it expires. If not successful, we will arrange a refund.

Termination of service

Even if you are already using our service, if we find or suspect any violation of this Terms of Service, we reserve the right to restrict or terminate your services. Our customers are not able to request a refund for unused services unless the customer requests to terminate the service. In any case, we also have the right that we cannot accept your reasons for termination of service.

Contact Information

If customers want to replace the registered e-mail address, they shall notify us or the system center to change related information. Please note that email is not 100% reliable, so users should make their own record of service payment due date and pay the required amount on time. Service expiry date has been listed in the customer billing function within the system and in the renewal confirmation email.

Unsuccessful login

If customers cannot log into the control panel, please login from the client system. If it is still unsuccessful, please use the registered email address and inquire from the customer service centre.

Change of Terms of Service

A-Design (Hong Kong) Limited reserves the right to change the terms of service. All changes will be released on www.a-design.com.hk and will take effect 30 days after the revision. If customer continues to use after 30 days, it means that you accept the revised fair usage policy by the terms and conditions of constraints.