

By signing up for any service you agree to follow the Terms of Service (Terms).

Brief Review

Welcome to the Black Nova Designs web hosting Terms of Service! We know no one wants to read through all these boring rules but it's important you understand some key things from the wall of text below:

- **No Warez** Absolutely under no circumstances do we allow any type of illegal or copyrighted material on our servers. Breaking this rule will get you a permanent suspension, we have a zero tolerance policy regarding this.
- **Inactivity of free hosting** You are required to access the [Black Nova Designs Forums](#) and authenticate as your account at least once every 30 days.
- **Bots and Scripts** We do not allow any type of bot or script that runs constantly, free hosting is for creating a website, not for hosting your scripts.
- **File Hosting** Every file on your site must have to do with the website you put up, we are not a file storage service and we strictly prohibit scripts such as torrentflux or rapidleech.
- **Cron** We allow crons but they cannot call a script hosted somewhere else and you must not have more than 1 running every 5 minutes.
- **Adult Material** Adult material is strictly forbidden on our free hosting services.
- **Language Restriction** At this time we only support sites that are in English, Spanish, or French. Sites not in one of these languages will be suspended.

While we have highlighted some important items from our Terms it is still important to read through the rest of the document. When registering for a hosting account you are agreeing to everything on this page.

1. Server Usage

Personal accounts are to be used by the primary owner only. Personal account holders are not permitted to resell, store or give away web-hosting services of their website to other parties. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads. Black Nova Designs reserves the right to refuse service and/or access to its servers to anyone. Each individual is allowed ONE account only. Black Nova Designs does not allow any of the following content to be stored on its servers.

- **Illegal Material:** This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State, or Local regulation. You may not store copyrighted Mp3s or videos on your webspace in any way shape or form.
- **Adult Material:** Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Black Nova Designs.
- **Warez:** Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc... This also includes any sites which provide "links to" or "how to" information about such material.

- **Proxies:** We do not allow any kind of proxies to be used on our servers, for any reason.
- **File Storage:** Accounts are not to be used for file storage, your account will be permanently suspended if found to be breaking this rule. Downloads are only allowed on your Black Nova Designs account if they have to do directly with your website. e.g. you developed custom software and are selling it or giving it away. Accounts may not be used for mirrors, game file hosting, or any other type of file hosting not specified here.
- **Script Hosting:** Space provided by Black Nova Designs is to be used to create a functional website, we do not allow bots, content scrapers, or any other script that runs continuously on your account. Any scripts that are executed via cron or manually must be directly related to your website.
- **Crons:** We do not allow more than one cronjob execution within a 5 minute time period per account. This means if you have two crons you must make sure that both do not go off within 5 minutes of each other.
- **Auto-Generated Content:** Sites that use scripts to automatically generate content are prohibited; this includes but is not limited to AutoBlog scripts and anything else that automatically generates websites for SEO or other purposes.
- **Personal Image and Video Galleries:** Personal galleries are limited to 1 GB of disk space for images and videos.
- **Flash Arcades:** Flash arcade sites are limited to 1GB of disk space for the game files.

2. High Resource Usage Policy

Resources are defined as bandwidth and/or processor utilization. Black Nova Designs may implement the following policy to its sole discretion: When a website is found to be monopolizing the resources available Black Nova Designs, reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Black Nova Designs continues hosting the website for an additional fee.

3. Languages

At this time Black Nova Designs only supports English websites on free hosting, these restrictions do not apply to paid hosting. Sites found breaking this rule will be permanently suspended.

4. Cancellation & Refunds

Black Nova Designs reserves the right to cancel any service provided at any time. In this event customers will be entitled to a prorated refund based upon the remaining period of membership. If a customer contravenes Black Nova Designs' terms of service, a refund will not be issued in the event of a cancellation by Black Nova Designs or the customer. Any incentives offered to customers when opening the account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives in the result of a cancellation. Fees charged on a prepay basis are non-refundable.

5. Indemnification

Customer agrees that it shall defend, indemnify, save and hold Black Nova Designs harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Black Nova Designs, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Black Nova Designs against liabilities arising out of:

- Any injury to person or property caused by any products sold or otherwise distributed in connection with Black Nova Designs' server;
- Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
- Copyright infringement and
- Any defective products sold to customer from Black Nova Designs' server.

6. System Backups

Backups are the sole responsibility of the customer. Black Nova Designs retains and offers backups to the customer but does not guarantee this service from failure. It is recommended all customers keep their own backups. Backups will not be provided to account holders who have been suspended for breaching the terms outlined on this page.

7. Inactivity of free hosting

Accounts found to be inactive are suspended for a 14 day period and then removed from our servers (terminated). All data including any type of backup or stored information is removed with the account. To prevent an account from being suspended for inactivity it is required users visit the Black Nova Designs Account Portal located at <http://blacknovadesigns.co.uk/forums> at least once every 30 days. Accounts must have a working website within 1 week.

8. Suspensions

If an account is suspended for a breach of the Terms outlined above the account holder will immediately forfeit all rights to the account in question including access to any and all files and/or databases located within the account. Black Nova Designs is under no obligation to provide backups in full or partial to an account holder that has been suspended.

9. Outstanding Payments

If an account has an outstanding payment on any invoice which has been outstanding for more than 3days, Black Nova Designs holds the rights to suspend the service that is outstanding or all services on the account, the suspension will last for 14 days and after 14days without a successful payment, Black Nova Designs will have the service or services terminated on the outstanding account, with no access to any files or data, and Black Nova Designs holds the right not to provide your backup file due to breaking our Terms of Service.

****Black Nova Designs holds the right to change these Terms of Service without any notice.****