

Acceptable Use Policy (AUP) & Terms of Service (ToS)

4Development.Net

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1. Agreement to Terms

By using hosting or related services provided by 4Development.Net (“we”, “our”, “us”), you (“client”, “you”, “your”) agree to be bound by this Acceptable Use Policy (AUP) and Terms of Service (ToS). These terms are subject to change, with notice provided via email or service portal.

2. Service Overview

We provide hosting and technical support services to clients on a shared infrastructure model. Services may include website hosting and domain routing, technical support and maintenance, content updates (basic, on request), and access to a managed Linux hosting environment. Service features and pricing are determined on a case-by-case basis depending on individual client needs and scope of services. All services are provided on a rolling monthly contract unless otherwise agreed in writing.

3. Payment Terms

Payment is due monthly unless otherwise arranged. The due date is typically the 14th of each month, or per individual agreement. A 7-day grace period applies for late payments. If payment is not received within this period, services may be suspended. If payment remains unpaid, suspended services and associated data may be permanently deleted 20 days after the missed payment due date. Clients repeatedly skipping payments or attempting to pay bi-monthly may be required to pre-pay or will be refused service.

4. Prohibited Use

Clients may not use the service to host, transmit, store, link to, or promote any of the following: pornographic, obscene, or sexually explicit material; illegal content or services; hate speech, harassment, abuse, or threats; defamation or violation of privacy; phishing, malware, viruses, or other malicious software; open SMTP relays or spamming; attempts to compromise server security; cryptocurrency mining; or proxying, tunnelling, or creating backdoors. Violation of these rules may result in immediate suspension or termination without refund.

5. System Resource Usage

Clients are hosted on shared infrastructure. Abuse or disproportionate consumption of resources may result in remediation, throttling, or suspension. This includes excessive

CPU, RAM, disk I/O, or bandwidth usage; persistent background processes; large backup files or media streaming; or unattended cron jobs and monitoring scripts. We reserve the right to monitor traffic and enforce fair resource use across all clients.

6. Data Storage, Backups & Retention

Routine backups are taken, but clients are responsible for maintaining local copies. Large archives, logs, or outdated site backups may be deleted after 14 days. Data may be permanently removed 20 days after service suspension due to non-payment or contract termination.

7. Client Responsibilities

Clients must use strong, secure passwords and maintain up-to-date software. You are responsible for ensuring your content is legal, accurate, and properly licensed. Plugins, themes, and add-ons must be kept secure and patched. Clients are responsible for GDPR and other data protection compliance regarding customer or site visitor data.

8. Service Suspension & Termination

We reserve the right to suspend or limit services immediately in the event of serious abuse or non-payment, require corrective action or upgrades, or terminate services for continued non-compliance. We may also refuse service to individuals or entities who violate the AUP. Data may be deleted after 20 days of suspension. No refunds will be given in the case of breach.

9. Indemnity & Liability

Clients agree to indemnify and hold harmless 4Development.Net from any claims, damages, or legal costs arising from misuse or unlawful activity. We are not liable for loss of profits, data, or damages due to downtime, third-party plugins, or platform instability. No specific uptime is guaranteed.

10. Monitoring, Audits, and Enforcement

We may monitor logs, traffic, and usage patterns to ensure compliance. Abuse reports may trigger investigation, and services may be suspended while the issue is reviewed. We reserve the right to act on credible third-party complaints, including removing content if necessary.

11. Entire Agreement

This document constitutes the entire agreement between 4Development.Net and the client and supersedes any prior informal arrangements unless otherwise specified in writing.

12. Dispute Resolution

We aim to resolve disputes informally. If issues persist beyond reasonable communication, disputes will be handled under Scottish civil law.

13. Governing Law

This agreement is governed by the laws of Scotland, United Kingdom. All legal disputes shall fall under Scottish jurisdiction.

14. Policy Updates

We may update these terms from time to time. Continued use of the service indicates agreement with the most recent version. The current version is always available on request.

Issued By: Ian Harvie, Administrator — 4Development.Net

Effective Date: 14 October 2025