
WEBSITE HOSTING, DOMAIN NAME REGISTRATION AND ADD-ON SERVICES TERMS AND CONDITIONS

These terms and conditions constitute an agreement

BETWEEN:

- (1) CompuTech Computing Services ('CompuTech') and
- (2) the client ('Client').

WHEREAS:

- (1) CompuTech is a provider of website Hosting Packages, Domain Name registration and associated Add-On Services offering these facilities to clients, and has access to all appropriate hardware connected to the World Wide Web via the Internet.
- (2) The Client wishes to use CompuTech's services to host its website on the hosting hardware made available to CompuTech, register Domain Names and/or make use of associated Add-On Services under these terms and conditions.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 Under these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means the details of the Client that are required and held by CompuTech to facilitate the provision of the services to the Client including, but not limited to, identification and location details, payment details, username and password, and details of the services provided to the Client;
"Business Day"	means a day (that is not a Saturday or Sunday) on which banks are open for business in the UK;
"Client Website"	means the website that CompuTech is hosting for the Client and refers to all parts of that website including, but not limited to, component files and related services such as email;
"Fee"	means the sum payable by the Client to CompuTech in order to make use of CompuTech's services;
"Hosting Hardware"	means all computer and networking equipment made available to CompuTech in the provision of the Hosting Service including, but not limited to, servers and network infrastructure;
"Hosting Software"	means all software made available to CompuTech in the provision of the Hosting Package(s);
"Hosting Package(s)"	means the Hosting Service Package(s) described on CompuTech's website(s);

“Order”	means an order placed by the Client with CompuTech for the provision of the services which shall contain details of the Client’s Hosting Package(s), Domain Name registration and/or Add-On Services;
“Service”	means the collective components of CompuTech’s website Hosting Service which includes, but is not limited to, the provision of bandwidth, website storage, software, and email accounts, and other such services and facilities in combination with the Hosting Service and can refer either to those components as a whole or to specific parts as the context may require;
“Domain Name”	means the Domain Name registered by CompuTech on behalf of the Client;
“Add-on Services”	Means any other service or facility not described elsewhere that is offered by CompuTech to the Client;
“Intellectual property”	means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country;
“Spam”	means unsolicited and/or bulk emails; and
“Virus”	means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "trojan horses".

1.2 The Clause headings used under these Terms and Conditions are used for convenience only and are not intended to affect the meaning or interpretation of these Terms and Conditions.

1.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

2. Service

2.1 Once the Client’s Order has been placed and processed, CompuTech will use its best and reasonable endeavours to commence provision of the Service as soon as reasonably possible, typically within two business days. In any event, the provision of the Service will commence no later than 15 Business Days after completion of the Order.

2.2 In the event that the provision of the Service is delayed by more than 15 Business Days from completion of the Order, CompuTech will contact the Client, giving the Client the option of waiting for a further 15 Business Days or cancelling the Order and receiving a full refund of any Fees paid for the

Hosting Package(s), but not in respect of any fees made for payment of Domain Name registration (the Domain Name, once purchased, shall remain under the ownership of the Client). In the event of further delay, the process in this Sub-Clause 2.2 shall be repeated.

- 2.3 CompuTech is under no obligation to provide any service or facility that is not described on its website(s).
- 2.4 CompuTech may, at its sole discretion, alter, improve or otherwise modify the Service provided that any such change will not significantly alter the provision of the Service to the Client or result in the removal of any features or services that form part of the Service. In the event of any planned changes requiring the Client to make any changes on their part, the Client will be notified by email, by using the email address that CompuTech has on record, no later than 15 Business Days in advance of such planned changes and will receive full documentation of any action required on their part. No alterations to the Service shall affect the Fees payable by the Client.
- 2.5 Notwithstanding the provisions of Sub-Clause 2.4, CompuTech may take any action necessary to address any problems with the Service without any prior notice to the Client. If such faults or remedial action results in an interruption to the provision of the Service, CompuTech will use its best and reasonable endeavours to inform the Client by email, by using the email address that CompuTech has on record, in accordance with the provisions of Clause 3 of these Terms and Conditions.

3. Availability of the Service

- 3.1 CompuTech will use its best and reasonable endeavours to ensure that the Service is provided to the Client on a constant, uninterrupted basis throughout these Terms and Conditions.
- 3.2 Notwithstanding Sub-Clause 3.1, CompuTech shall not be liable to notify the Client about Hosting Hardware or Hosting Software downtime or interruptions to the provision of the Service where such downtime or interruptions last for no more than 48 hours.
- 3.3 Where the Service is unavailable for more than 48 hours, CompuTech will use its best and reasonable endeavours to contact the Client by email, by using the email address that CompuTech has on record, and provide reasons for the interruption or, where this is not possible due to an undiagnosed problem, state that the problem is undiagnosed but is being investigated.
- 3.4 Where the provision of the Service is interrupted through the fault of any third party, CompuTech shall bear no responsibility or liability whatsoever.

4. Domain Name Registration

Domain names are not deemed to be successfully registered until they appear in the relevant WhoIs database of the Domain Name Registrar. In the event that a domain name is unavailable when CompuTech attempts to register it, CompuTech will provide a full refund for that Domain Name.

5. Fees and Payment

- 5.1 Fees and terms of duration for all services and associated facilities offered by CompuTech are published on CompuTech's website(s). All charges payable by the Client shall be in accordance with the information published.

- 5.2 The Client is required to pay all fees due at the start of the period of provision of services.
- 5.3 For the first full term of service provision, payment of fees due shall form part of the Order process. For all subsequent full terms of service provision, the Client will be sent a renewal notice not less than 30 days before the current term is due to expire. Payment must be made within that 30 day period in order for provision of the Service to continue without interruption.
- 5.4 CompuTech may at any time change the price of its Hosting Package(s), Domain Name registration or Add-On Services. However, the Client will not be subject to any additional charges or refunds during the full term period of service provision in which the changes were made; any change in fees will be reflected in subsequent renewals of Service provision. CompuTech reserves the right to continue charging old fees for renewals where the new fee is higher.
- 5.5 The Client may, at any time, change their Hosting Package(s) or Add-On Services(s), if other Hosting Packages or Add-On Services are being offered by CompuTech. If the Client chooses to move to a higher-priced Hosting Package or Add-On Service, then CompuTech will invoice for the difference in price for the remaining months of the current period of service provision and will continue to invoice at the higher price for all subsequent periods of service provision; if the Client chooses to move to a lower-priced Hosting Package or Add-On Service, then CompuTech will not refund monies for the difference in price for the remaining period of service provision, but will invoice at the end of the current period of service provision with the lower price for all subsequent periods of service provision.
- 5.6 CompuTech shall not be responsible for any loss whatsoever, including the loss of Client data, as the result of upgrading or the changing of Hosting Package(s) or Add-On Services.
- 5.7 Where CompuTech offers a free upgrade on any of its Hosting Packages or Add-On Services, the granting of this free upgrade shall be at the sole discretion of CompuTech.
- 5.8 All fees payable by the Client to CompuTech shall be paid in full, without set off or deduction. CompuTech reserves the right to suspend a service or cancel the Client's Order if fees are not paid on or before the due date.

6. Changes to these Terms and Conditions

- 6.1 CompuTech reserves the right to change these Terms and Conditions and all other Terms and Conditions and policies which may affect Clients in order to comply with changes in the law.
- 6.2 The Client will be informed, by an email sent to the email address that CompuTech has on record, of any significant changes and shall be deemed to be bound by them 1 calendar month after receiving the notice.
- 6.3 If the Client does not agree to be bound by the changes they may terminate their Hosting Package(s) and any other Add-On Service(s) but not in respect of any Domain Name registration (the Domain Name, once purchased, shall remain under the ownership of the Client) in accordance with Clause 15.

7. Client Undertakings and Obligations

- 7.1 The Client may not use any service provided by CompuTech for any unlawful or otherwise inappropriate purposes. This includes, but is not limited to:
 - 7.1.1 Distribution of viruses, spyware, malware, or any other form of code designed to cause harm or nuisance to hardware or software or to obtain data without consent;
 - 7.1.2 Distribution of unsolicited commercial email or Spam, or any similar abuse of the services;
 - 7.1.3 Distribution of any type of electronic message with the intention or result of affecting the performance of any computer facilities;
 - 7.1.4 Distribution of pirated material including, but not limited to software, movies, music and written works;
 - 7.1.5 Distribution of obscene or illegal material including that which is pornographic, abusive, threatening, malicious, harassing, racist, fraudulent, defamatory or that which encourages criminal activities;
 - 7.1.6 Using any service to threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
 - 7.1.7 Obtaining or attempting to obtain access, through whatever means, to areas of CompuTech's network or the services which are identified as restricted or confidential. This includes leaving your home directory whilst using SSH access to servers; and
 - 7.1.8 Operating or attempting to operate IRC bots or other permanent server processes.
- 7.2 Web Hosting Package(s) are prohibited from hosting file distribution websites (including but not limited to music, video and software), adult content orientated websites, hosting banners, graphics or cgi scripts for other websites, storing pages, files or data as a repository for other websites or personal computers, or giving away web space under a domain, sub domain or directory.
- 7.3 Web space is available for genuine web site content, and content must be linked into web pages. Customers are prohibited from using the server as a file/backup repository. Customers are expected to employ good house keeping when maintaining their Account.
- 7.4 The Client may not use their website to link to any other sites or systems hosting any material described in Sub-Clause 7.1.
- 7.5 The Client will monitor and supervise any and all third party activity on their website (including communications systems such as forums). Any third party activity that may fall within the provisions of Sub-Clause 7.1 must be stopped or removed, as appropriate.
- 7.6 The Client must ensure that any and all activity conducted through the Client's Website in relation to the collection of personal information complies with the provisions of the Data Protection Act 1998.

- 7.7 The Client must ensure that any and all activity conducted through the Client's Website in relation to selling complies with the provisions of the Distance Selling Regulations 2000.
- 7.8 The Client is responsible and accountable for all activity relating to their website and any service that is carried out by third parties on their behalf.
- 7.9 The Client will use its best and reasonable endeavours to supply all information required to facilitate the provision of the services to CompuTech in a timely fashion.
- 7.10 It is the responsibility of the Client to insure that Client data, component files or other material stored as part of the Hosting Package(s) or any Add-On Service(s) are backed up as necessary.
- 7.11 It is the responsibility of the Client for the configuration/reconfiguration of Client hardware and/or software for the purpose of using CompuTech's services.
- 7.12 Mail boxes not accessed for 100 days or more may, at the sole discretion of CompuTech, be deleted from the system.

8. Software Licence and Rights

- 8.1 If the Client requires use of software owned by or licensed to CompuTech ("CompuTech's software") in order to use any service, CompuTech grants to the Client and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive licence to use CompuTech's software in object code form only, in accordance with the terms of these Terms and Conditions. For the avoidance of doubt, these Terms and Conditions do not transfer or grant to the Client any right, title, interest or intellectual property rights in CompuTech's software.
- 8.2 In relation to CompuTech's obligations under these Terms and Conditions in connection with the provision of the services, the Client grants to CompuTech a royalty-free, world-wide, non-exclusive licence to use the Client software and all text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the website ("the Content"). For the avoidance of doubt, these Terms and Conditions do not transfer or grant to CompuTech any right, title, interest or intellectual property rights in the Client software or the Content.
- 8.3 The Client undertakes that he will not himself or through any third party, sell, lease, license or sublicense CompuTech's software.
- 8.4 CompuTech may make such copies of the Client Content as may be necessary to perform its obligations under these Terms and Conditions, including back up copies of the Content. Upon termination or expiration of these Terms and Conditions, CompuTech shall destroy all such copies of the Content and other materials provided by the Client as and when requested by the Client.

9. Intellectual Property and Proprietary Rights

- 9.1 The Client will not acquire ownership rights over any of CompuTech's Intellectual Property in relation to any service or in relation to any other property owned by CompuTech.
- 9.2 CompuTech will not acquire ownership rights over any of the Client's

Intellectual Property in the Client's Website or any other material belonging to the Client.

9.3 The Client agrees to fully indemnify CompuTech against all costs, expenses, liabilities, losses, damages, claims and judgments that CompuTech may incur or be subject to as a result of the infringement of any Intellectual Property infringement owned by third parties arising from:

9.3.1 The Client's failure to obtain the necessary rights and permissions from third parties in order to enable CompuTech to legally provide its services;

9.3.2 The provision of CompuTech's services based upon information and material provided by the Client.

10. **Liability**

10.1 Subject to Clause 3 and Sub-Clauses 10.2 and 10.3 CompuTech shall not be liable to the Client or to third parties for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or CompuTech had been made aware of the possibility of the Client incurring such a loss. This includes, but is not limited to:

10.1.1 Any losses resulting from interruptions or downtime to any service provided by CompuTech;

10.1.2 Any inability on the part of the Client to use any service provided by CompuTech including, but not limited to, inability to configure/reconfigure Client hardware and/or software for the purposes of using any service;

10.1.3 Any damage or loss resulting from the loss of confidentiality caused by the storage of information on the internet;

10.1.4 Any damage or loss resulting from the loss or corruption of any Client data, component files or other material stored as part of any service provided by CompuTech (it is the responsibility of the Client to insure that backups of such data, component files or material are made as necessary – see Sub-Clause 7.10).

10.2 Nothing in this Clause shall exclude the liability of CompuTech for death or personal injury resulting from CompuTech's negligence or that of its employees or agents.

10.3 Nothing in this Clause or in these Terms and Conditions shall exclude the liability of CompuTech for fraudulent misrepresentation.

11. **Alterations and Updates**

11.1 Alterations and updates to the website shall be made by the Client using the online Account management facility, FTP access or SSH access where available. The Client will be issued with a user name and password in order to access the services provided by CompuTech. The Client must take all reasonable steps to maintain the confidentiality of this user name and password. If the Client reasonably believes that this information has become known to any unauthorised person, the Client agrees to immediately inform CompuTech and the password will be changed.

12. **Warranty Disclaimer**

- 12.1 Subject to the provisions of these Terms and Conditions, CompuTech gives no warranty, express or implied, in connection with any service as to fitness for purpose, quality, non-infringement or merchantability.
- 12.2 All conditions, terms, representations and warranties that are not expressly stated in these Terms and Conditions, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded. In particular and without prejudice to that generality, CompuTech shall not be liable to the Client as a result of any viruses introduced or passed on to the Client.

13. **Indemnity**

- 13.1 The Client will fully indemnify CompuTech against all costs, expenses, liabilities, losses, damages and judgments that CompuTech may incur or be subject to as a result of any of the following:
- 13.1.1 The Client's misuse of any service provided by CompuTech;
 - 13.1.2 The Client's breach of these Terms and Conditions;
 - 13.1.3 The Client's negligence or other act of default;
 - 13.1.4 The Activities of third parties conducted on the Client's website using facilities such as blogs, forums and chat.

14. **Force Majeure**

- 14.1 Neither CompuTech nor the Client shall be liable for breaching these Terms and Conditions where that breach results from Force Majeure.
- 14.2 Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to, acts of God; acts of war; acts of terrorism; national emergencies; governmental action; union action; civil unrest; fire; explosion; flood and theft.

15. **Term and Termination**

- 15.1 The initial period of the Hosting Package(s) and Add-On Services' provision will commence on the date that these services are made available to the Client. This term shall last for a period of 12 months (unless otherwise clearly stated and agreed between CompuTech and the Client), subject to the termination provisions below and to the cancelling and refund provisions of Sub-Clause 2.2 of these Terms and Conditions.
- 15.2 Subsequent periods of service provision shall last for a period of 12 months each (unless otherwise clearly stated and agreed between CompuTech and the Client) and will follow on from a previous period, without interruption, subject to the fulfilment of the Client's payment obligations under Clause 5 of these Terms and Conditions. All subsequent periods are subject to the termination provisions below.
- 15.3 CompuTech reserves the right to terminate the Client's Hosting or Add-On Services' subscription or to suspend any service in the following circumstances:

- 15.3.1 If the Client fails to pay fees due under Clause 5 of these Terms and Conditions;
 - 15.3.2 If the Client is in breach of these Terms and Conditions;
 - 15.3.3 If the Client becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;
 - 15.3.4 If the Client is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986; or
 - 15.3.5 If the Client has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.
- 15.4 The Client may request the termination of any service provided by CompuTech and these Terms and Conditions by written notice in the form of an email (or letter), one month in advance, supplying their account details, e.g., username, password, account name, etc. (CompuTech will follow this email up to check it's validity). The following shall apply to such situations;
- 15.4.1 If the Client wishes to terminate during the course of a 12 month period of service provision (or other term of service provision that had previously been clearly stated and agreed between CompuTech and the Client) the service will end one month after CompuTech receives the Client's written notice. The issuing of any refunds for the Hosting Package(s) or Add-On Services is at the sole discretion of CompuTech;
 - 15.4.2 In any event, refunds will not be made to the Client in respect of the purchasing of any Domain Name(s) (the Domain Name shall remain under the ownership of the Client) nor in respect of any other service that CompuTech has had to pay for on behalf of the Client.
- 15.5 On termination of the services and these Terms and Conditions, CompuTech will remove the Client's Website and all related material from the Hosting Hardware, and will not be held responsible for any loss or damage due to the removal of such material.
- 15.6 CompuTech may choose to terminate these Terms and Conditions if CompuTech ceases to provide Web Hosting Packages, Domain Name registration and/or associated Add-On Services or facilities.

16. **Assignment**

- 16.1 CompuTech reserves the right to assign or otherwise transfer any rights or obligations under these Terms and Conditions.
- 16.2 The Client may not assign or transfer any of its rights or obligations under these Terms and Conditions without the prior written consent of CompuTech.

17. **Entire Terms and Agreement**

These Terms and Conditions contain the entire Terms and Conditions between the parties relating to the subject matter and supersedes any previous Terms and Conditions, agreements, arrangements, undertakings or proposals, oral or written. These Terms and Conditions may be updated without notice.

18. **Severance**

In the event that any provision of these Terms and Conditions are found to be invalid or otherwise unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The waiver by either party of any provision of these Terms and Conditions will not operate or be interpreted as a waiver of any other provision or a subsequent breach of any provision.

19. **Law and Jurisdiction**

These Terms and Conditions are governed by the laws of England and Wales. Any dispute relating to these Terms and Conditions shall fall within that jurisdiction.