

Website Hosting – General Terms and Service Levels for Web Hosting and E-Mail

Between Web Results Direct Ltd (“we/us/our”); and

The Customer (“you/your”)

A Bandwidth

If your bandwidth either exceeds the allowance set as part of your package/service or reaches the point where it has an adverse effect on other customers we reserve the right to:

- i. disable your site, without prior notice, until you can reduce your bandwidth usage; or
- ii. charge you for excess bandwidth usage, over and above your package allowance, as published by us from time to time.
- iii. You acknowledge that with regard to the purchase of Website Hosting services, whether purchased annually or monthly from us, eighty per cent (80%) of our charges relate to administration charges and are non-refundable. Twenty per cent (20%) of our charges relate to the ongoing cost for the hosting service. You acknowledge that in regard to the cancellation of Website Hosting purchased on a monthly basis, from us, no refund will be payable on a pro-rata basis or otherwise.
- iv. Whilst with some of our hosting packages we do not limit the amount of bandwidth your site can use, this still needs to comply with our hosting agreement with You. Should your bandwidth present a risk to the stability, performance or uplift of our servers or have an adverse effect on other customers we will notify you via email and you may be required to upgrade to a virtual private server or dedicated server or we may restrict the resources your website is using.

B Duration

The Contract for Web Hosting Services will be for a period of one month which depends on the starting at the time the order is accepted after which it will be renewed for a further month. Monthly and auto-renewable services may be terminated by not less than ten (10) working days notice, via your Account Manager, expiring on your billing date for the product specified in your Account with us.

C Consequences of termination

On termination for any reason, we will cease providing the services and your Website will be deleted.

D Maintenance

In order to ensure good performance of the servers, we need to perform routine maintenance. This may mean that we need to take our servers off-line. Where possible, we perform such maintenance during off-peak hours. We will try to give you advance notice of any maintenance which requires the servers to be taken off-line by sending you an email to your notified email. We also may need to, and reserve the right to, suspend the service if you exceed your maximum bandwidth transfer quota as notified to you.

E Storage Capacity

Each package/service is allotted an aggregated storage capacity initially equal to the total storage capacity of all the mailboxes of that account and website files.

You acknowledge that we have no control over any content placed on your website (either by yourself or by website visitors) and that we do not purport to monitor your website content or software. Without prejudice to our rights of termination in the General Provisions, we retain the right, but shall not under any circumstances be obliged, to immediately and without prior notice to you, remove content or software from your website, or suspend the service, where we become aware or reasonably suspect that such content or software constitutes illegal (including defamatory) material, infringes the intellectual property, or other rights, of any third party.

You hereby accept that the sole purpose of the Web Hosting Services is the hosting of website files on our servers and platforms. You acknowledge that it is strictly forbidden to use the storage capacity allotted for any other purpose, such as, but not limited to, for the storage, backup, or archive of electronic files, documents, log files etc. We reserve the right to suspend the services and/or to cancel the contract in such case.

Whilst with some hosting packages we offer unlimited storage we do not limit the amount of storage your site can use, this still needs to comply with our hosting agreement with You. Should your storage usage present a risk to the stability, performance or uplift of our servers or have an adverse effect on other customers we will notify you via email and you may be required to upgrade to a virtual private server or dedicated server or we may restrict the resources your website is using.

F Security

We try to ensure server security and integrity of data at all times. However, despite our efforts, issues may occasionally arise which are beyond our reasonable control. Where an issue does arise with a specific service, we will use all reasonable efforts to resolve the problem. However, we do not guarantee that we can restore any lost or corrupted data and we will have no liability for the loss or corruption of any data. It is your responsibility to ensure that you back up your data as necessary for you.

We scan all files on upload via FTP. While we do our best to block infected files, we cannot guarantee that we will catch them all. We cannot be held liable for any virus infections caused by visits to your site.

G Ownership of data and indemnity

All data created or stored by you within our applications and servers are your property.

We will allow access to such data only by our authorised personnel as may be necessary to provide the services.

You will indemnify us, hold us harmless and keep us indemnified against any claim, loss or damage in respect of any web server content, email content or any other data contained on our servers or within applications on our servers.

H Your obligations

You must notify us if you become aware of any unauthorised use of all or any part of the Website Hosting.

You will maintain and keep confidential all user names and passwords and not disclose them to any unauthorised party. If you have any reason to believe that any such confidential information has become known to an unauthorised party, you should inform us immediately.

You undertake to allow us access at all reasonable times to perform maintenance or other actions necessary to ensure continued access to the Internet.

You will be liable for all activities or charges and associated costs resulting from use of the service whether or not authorised by you and you acknowledge that we will not be liable for any loss of data or confidential information or other damage arising from such use.

You represent that you have sufficient technical knowledge to enable you to make use of the service. You also represent that you know the nature of shared hosting and notably that the servers and platforms are shared with other customers.

Failure to comply with any of your obligations as set forth herein or any use of the Web Hosting Services for illegal purposes or if the use of the services by you or by any party harms or affects the servers, platforms, quality of service or networks of Namesco Limited, other customers or third parties, we reserve the right to suspend the services, even without prior notification, and possibly cancel the contract. You remain solely responsible for the suspension and/or the cancellation of the services and for any direct and indirect consequences that may arise. You formally accept that no refund, voucher, or any other type of compensation will be issued in case of suspension and/or cancellation.

I Liability

You acknowledge that you have sole responsibility and liability for the design and maintenance of the website and for ensuring that it does not infringe the intellectual property or other rights of any third party and is not illegal. You are responsible for securing your website and for making sure your files, scripts and any other elements are up-to-date, safe and secure at all times.

You acknowledge that we have no control over any content placed on your website (either by yourself or by website visitors) and that we do not purport to monitor your website content or software. Without prejudice to our rights of termination, we retain the right, but shall not under any circumstances be obliged, to immediately and without prior notice to you, remove content or software from your website, or suspend the service, where we become aware or reasonably suspect that such content or software constitutes illegal (including defamatory) material, infringes the intellectual property, or other rights, of any third party.

We do not guarantee the proper delivery of any email message or other data once it has left the confines of our network, and similarly we do not guarantee that data traffic will be delivered or that its contents will be held secure once it passes out of our control.

Where we supply third party equipment, software or applications, our responsibilities are limited to the level of warranty provided by the third party.

For the avoidance of doubt, in the event of any loss, damages or harm which might arise to you from the hosting of your website, the consequential loss for which we may be considered liable is restricted to no more than 12 months hosting charges.

99.99% Uptime Guarantee

Specification

The 99.99% Uptime Guarantee applies to all shared hosting, and managed dedicated servers leased from us. If there are any overdue payments for dedicated server products or services listed on your account at the time of the downtime, the guarantee is null and void. The guarantee does not include outages caused by scheduled maintenance.

Network Uptime

We guarantee that our network will be available to the Internet 100% of the time in a given month. The guarantee does not include availability to any specific point on the Internet.

Hardware Uptime

We guarantee that our server hardware is available 99.99% of the time in a given month. Downtime is defined as where a hardware component is not functioning correctly and causes our server to be unavailable.

Credits

If we fail to achieve 99.99% uptime, you may make a claim for credit on your account based on the following uptime table.

Monthly Uptime	Credit
Up to and including 12 hours	10%
More than 12 hours and up to and including 72 hours	30%
Over 72 hours	50%

You may make multiple claims in a given month for different periods of downtime up to a maximum credit of 100% of your monthly payment for the specific server. For the purpose of claiming credit, downtime officially starts from the time you log a report notifying us of the downtime.

Claims Procedure

A claim must be made by contacting your account manager by e-mail within one week of the downtime.