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## CCBS web hosting terms & conditions

### Definitions:

These terms and conditions shall apply to the agreement between Christine Collen Business Services ('We', 'Us' and 'Our') and the individual or company or organisation applying for the provision of web hosting services by us ('the Customer', 'You', 'Your').

- Server means the computer equipment used by us in connection with the provision of the Services.
- Website means the area on the server allocated by us to the Customer for use by the Customer as a website on the Internet.
- Services are web site hosting, email hosting, email forwarding or any other web hosting related services provided by us to the Customer for a single domain name.

The relationship entered into between the Customer and Christine Collen Business Services is governed by these following terms, which shall apply during, and where necessary after, the period of the commercial relationship between You and Us.

### 1. General

- 1.1. We do not allow adult content, Warez, illegal MP3 web sites or IRC bots on our Server.
- 1.2. The Customer must not store more data in the website than the allotted server space.
- 1.3. The Customer's FTP access is for their personal use only. The Customer must not divulge the password to any other person, and should take reasonable precautions to ensure that it is not discovered by any other persons.
- 1.4. The Customer shall notify us immediately of any known or suspected unauthorised use of the account or breach of security, including loss, theft or unauthorised disclosure of passwords or other security information.
- 1.5. Data stored on our Server is not guaranteed to be backed up. It is recommended that the Customer keep an independent backup of all data stored on the virtual server.
- 1.6. The Customer may not run server processes (e.g. talkers/IRC bots) from the virtual server.
- 1.7. We shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of Services.
- 1.8. When the Customer account is closed, all files (including web pages and assets etc.) will be deleted.
- 1.9. We reserve the right to cancel the Customer account at any time without notice.
- 1.10. We reserve the right to amend and update these Terms and Conditions at any time without notice.
- 1.11. To protect Customer privacy, we do not distribute Customer names or email addresses to any third party.
- 1.12. The Customer must not participate in any form of unsolicited bulk emailing or spam.

- 1.13. The Customer agrees to receive email renewal notices, payment requests, invoices and system additions/updates (opt-out is not available as is an integral part of the Services purchased).
- 1.14. The Customer's continued use of our Hosting Services constitutes agreement to all such terms, conditions and notices.
- 1.15. Technical support is provided to the Customer for all accounts via email and telephone (when available) unless:
  - 1.15.1. renewal fees are overdue;
  - 1.15.2. the domains attached to any account have been transferred away;
  - 1.15.3. the support call is deemed "out of scope of normal support" – we reserve the right to determine what constitutes normal support.
- 1.16. The Customer is indicating acceptance of these Terms and Conditions by ordering from us.

## **2. Cancellation by the Customer**

- 2.1. If the Customer cancels an account, we will not refund any payment made for the current hosting period.
- 2.2. A minimum of thirty days notice is required by us. This notice period must be confirmed and accepted by us.

## **3. Domain name registration and DNS details**

- 3.1. We will not be obliged to take part in any domain name disputes between the Customer and any other person.
- 3.2. The Customer will indemnify us against any infringement of rights, including the rights in trademark, of any third party.
- 3.3. The Customer is responsible for ensuring the domain name is properly and legitimately registered with the relevant naming authority before ordering Our Services.
- 3.4. The registration and use of the Customer's domain name is subject to the terms and conditions of use applied by the relevant naming authority. The Customer shall ensure awareness of and compliance with those terms and conditions.
- 3.5. The Customer is responsible for amending the DNS details on the domain name record to the details notified by us.
- 3.6. The Customer is responsible for ensuring the domain name is renewed on time with the relevant third party registrar. If a domain name expires, we will not be held liable, or if the DNS details of the domain name are changed so that the Website is no longer accessible, then in either case the Customer account will be closed.

## **4. Indemnity**

- 4.1. The Customer shall indemnify us and keep us indemnified and hold us harmless from and against any breach by the Customer of these terms and conditions and any claim brought against us by a third party resulting from the provision of Services by us to the Customer and the Customer's use of the Services, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of the Customer's breach or non-observance of this Agreement.

## **5. Credit**

- 5.1. We are unable to offer any form of credit.
- 5.2. The account/service is only activated when full payment has been received.
- 5.3. If the account is cancelled and is later re-activated, an administration fee of 30 UK Pounds is levied on the account.
- 5.4. If any sum payable is not paid on or before the due date, we shall deactivate the account and/or suspend the provision of Services to the Customer. If payment is still not made in the following 7 day period the account will be deleted from our Server.

## **6. Payment**

- 6.1. We send an invoice by email to the Customer for the annual hosting fee and setup costs for the Services. The Customer pays the invoice as directed on the invoice (payment options are: electronic bank transfer or send a cheque).
- 6.2. We endeavour to set up the web space within 48 hours of receiving payment or confirmation that payment has been received, providing this is a normal business day (Monday to Friday).
- 6.3. We send a renewal invoice by email to the Customer for the annual hosting fee 30 days before the current hosting period is due to expire. The Customer pays the renewal invoice as directed on the invoice (bank transfer or cheque). If full payment of renewal invoice is still outstanding when the current hosting period reaches expiry date, we shall deactivate the account and/or suspend the provision of Services to the Customer. If payment is still not made in the following 7 day period the account will be deleted from our Server.

## **7. Reselling**

- 7.1. Direct reselling of any account is prohibited. Taking payment for hosting third party web sites on our Server constitutes reselling and is therefore forbidden.

## **8. Bandwidth**

- 8.1. If the bandwidth reaches a point where it has an adverse affect on other clients, we reserve the right to disable the site until the Customer can reduce the bandwidth usage.
- 8.2. Each virtual server includes a nominated amount of bandwidth. If the Customer uses more than this amount then the Customer agrees to upgrade the hosting package to increase bandwidth allowance. We will invoice the Customer for the difference between the current hosting package and the upgraded hosting package pro rata for the current hosting period.
- 8.3. The Customer must monitor bandwidth usage and if this will be exceeded in any month then the Customer **MUST** contact us and agree to upgrade the hosting package. If the Customer has not contacted us and the account exceeds the allotted bandwidth in any given month the related web site will be suspended.

## **9. Setup and use of web space and server**

- 9.1. We endeavour to set up the web space within 48 hours of receiving payment or confirmation that payment has been received, providing this is a normal business day (Monday to Friday).
- 9.2. Commercial use of web and ftp space is permitted; however, any file stored on the Server must be reachable via a hyperlink from a page on the hosted domain.

- 9.3. The Customer warrants that they are at least 18 years of age. If the Customer is a company then the Customer warrants our Services will not be used by anyone under the age of 18 years.
- 9.4. We do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.
- 9.5. The Customer will not post, link to or transmit:
  - 9.5.1. Any material that is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way.
  - 9.5.2. Any material containing a virus or other hostile computer program.
  - 9.5.3. Any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.
- 9.6. The Customer will not store on the web space any of the following:
  - 9.6.1. Illegal material, including commercial audio, video, or music files, and any material in violation of any UK or European or Local regulation, copyrighted works (audio and video downloads may only be hosted if you are the creator / copyright owner of the work).
  - 9.6.2. Adult material – this includes pornography, erotic images, or otherwise lewd or obscene content. Also including any sites which provide hyperlinks to information about such material or advertising for such material.
  - 9.6.3. Warez – this includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above.
- 9.7. The Customer will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will the Customer authorise or permit any other person to do so.
- 9.8. We will not be liable for interruptions of Service or downtime of the Server.
- 9.9. The Customer will be responsible for the content of the web pages, including obtaining the legal permission for any works they include and ensuring that the content of these pages do not violate UK law.
- 9.10. We reserve the right to remove material deemed inappropriate from the Customer's web pages, without prior notice.
- 9.11. If the Customer's web site files or scripts stored on our Server causes, or we believe that they cause noticeable and detrimental reduction in service for other clients, then we may immediately remove the file(s) or script(s).
- 9.12. We have the right to suspend the Service at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 7 days the Customer will be notified of the reason.
- 9.13. Each virtual server includes a nominated amount of disk space. If the Customer uses more than this amount then the Customer agrees to upgrade or purchase additional disk space.

## **10. Intellectual property rights**

- 10.1. The Customer must obtain any and all necessary consents and clearances to enable lawful use of all and any intellectual property rights through our web hosting, including without limitation, clearance and/or consents in respect of the Customer's domain name.

## **11. Termination**

- 11.1. If the Customer breaks any of these terms and conditions, we may terminate this Agreement forthwith upon written notice via email.
- 11.2. If the Customer is a company and goes into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with the creditors, we shall be entitled to terminate this Agreement forthwith without notice.

## **12. Limitation of liability**

- 12.1. Our total aggregate liability to the Customer for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by the Customer in respect of the Services that are the subject of any such claim.
- 12.2. In any event no claim shall be brought unless the Customer has notified us of the claim within 14 days of it arising.
- 12.3. In no event shall we be liable to the Customer for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.
- 12.4. In the event the Customer uploads unacceptable content (see section 14.1 below) the Customer shall indemnify us and keep us indemnified and hold us harmless from and against such a breach and any claim brought against us by a third party resulting from such unacceptable content, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us.

## **13. Law**

- 13.1. This Agreement shall be governed by and construed in accordance with English law and the Customer hereby submits to the non-exclusive jurisdiction of the English courts.

## **14. Unacceptable use**

- 14.1. The following are unacceptable uses:
  - 14.1.1. Illegality in any form, including but not limited to the unauthorised distribution or copying of copyrighted software or other data, harassment, fraud, trafficking in obscene material.
  - 14.1.2. Undesirable content. Certain types of content are not allowed on our Server. We do not host adult content of any description. Content relating to Hacking, Cracking, Warez and IRC is not allowed. Software downloads may only be hosted if the Customer is the writer and copyright owner of the software, all other software including freeware, shareware and trial software is forbidden. Audio and video downloads may only be hosted if the Customer is the creator and copyright owner of the work.

- 14.1.3. Bulk email: sending bulk email (sending more than 20 emails per minute) whether opt-in or otherwise and the use of bulk email to promote a site is forbidden.
- 14.1.4. Sending unsolicited bulk emailing is forbidden and can result in having the account terminated and being billed for £750.
- 14.1.5. Misuse of resources including but not limited to employing applications which consume excessive CPU time, memory or storage space. Chat/IRC, web proxy and mailing list scripts are not allowed on our Server. CGI based message forums which use flat file databases are often found to use excessive system resources. Instead, you should use a PHP message forum to avoid disappointment. The use of web cam applications which maintain a constant FTP connection uploading an image at regular intervals is forbidden.

## **15. Customer contact details**

- 15.1. The Customer must ensure we have current contact details (postal address, email address and telephone number). We use these details to inform the Customer when renewals are due and we cannot be held responsible if the Customer fails to receive renewal notifications via email.

## **16. Force Majeure**

- 16.1. We shall have no liability to the Customer in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure which means, circumstances beyond our reasonable control including acts of God, acts of any governmental or supra-natural authority, war or national emergency, riots, civil commotion, fire, unauthorised use or access to the IT systems, explosion, flood, epidemic, strikes and other industrial disputes (in each case, whether or not relating to us), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions.

**All prices are in UK Pounds Sterling and not subject to VAT.**