

## Hosting Terms and Conditions

### 1 Glossary of Terms

- 1.1 Malvern Web Solutions is the trading name of David Robinson.
- 1.2 We ("Malvern Web Solutions" or "MWS" or "we" or "us" or "our") or any party acting on the explicit or implicit instructions of Malvern Web Solutions.
- 1.3 Service means the provision of an Internet web site and/or email facilities.
- 1.4 You ("you", "your") includes the person or organisation purchasing the Service or any party acting on the your instructions.
- 1.5 Site means the area on the computer server allocated by us to you for use by you for data storage and as a web site on the Internet.
- 1.6 Agreement means the arrangement entered into by us and you as defined by this document, in relation to website hosting and email.

### 2 Web Site and Email

- 2.1 You undertake to use the Site only for lawful purposes. In particular, you undertake to us that:
  - 2.1.1 You will not use the Site in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.
  - 2.1.2 You will not post, link to or transmit:
    - a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.
    - b) any material containing a virus or other hostile computer program.
    - c) 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.
- 2.2 You will not send unsolicited bulk email from the Site. Any commercial email must be sent on an opt- in basis with a clearly marked opt-out system on each email, and at a rate not exceeding 100 messages per hour.
- 2.3 You will not employ programs which consume excessive system resources to the detriment of our other customers, including but not limited to processor cycles and memory.
- 2.4 You will be allocated an amount of storage space on the Site for files, emails, databases and other data. If that space becomes exhausted you may be unable to receive further emails or the operation of your Service may be affected. Although we will endeavour to inform and advise you should you approach your allocation, MWS accept no liability for any losses incurred as a result.
- 2.5 We reserve the right to remove any material which we deem inappropriate from the Site without notice.
- 2.6 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.
- 2.7 You shall ensure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

- 2.8 While we will use every reasonable endeavour to ensure the integrity and security of the Site, we do not guarantee that the Site 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.
- 2.9 We make no representation and give no warranty as to the accuracy, quality or legality of information received by any person via the Site and we shall have no liability for any loss or damage to any data stored on the Site.
- 2.10 You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Site.

### **3 Service Availability**

- 3.1 We shall use our reasonable endeavours to make available to you at all times the Site and the Service but we shall not, in any event, be liable for interruptions of the Service or unavailability the Site.
- 3.2 We reserve the right to suspend the Service at any time and for any reason, generally without notice.
- 3.3 The Service provided to you and your account with us are you for your use only and cannot be transferred or resold to any other party.

### **4 Payment**

- 4.1 All charges payable by you for the Service shall be due and payable in advance of our service provision. We will notify you at least 7 days in advance of payment being due. We reserve the right to change pricing at any time although all pricing is guaranteed for the period of pre payment.
- 4.2 Payment is due each anniversary year following the date the Service were established until closure notice is given.
- 4.3 All payments must be in UK Pounds Sterling.
- 4.4 If an account goes unpaid for at least 21 days, we reserve the right to serve a 7 day notice of suspension by email.
  - 4.4.1 If an account goes unpaid for at least 28 days, we reserve the right to suspend the account and its associated services. A £20 charge will be applied upon account reactivation to cover administration costs.
- 4.5 Once an account is suspended, access to files, emails, databases and other data is denied. After a further 14 days, all data and the account itself may be permanently deleted.

### **5 Termination**

- 5.1 If you break any of these terms and conditions we may suspend the Service and/or terminate this Agreement forthwith without notice to you.
- 5.2 We reserve the right to terminate this Agreement at any time.
- 5.3 You may cancel the Service at any time.
- 5.4 On termination of this agreement or suspension of the Service we shall be entitled immediately to block your web site and email and to remove all data associated with the Site.

### **6 Indemnity**

- 6.1 You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of the Service by us to you and your use of the

Service and the Site including, 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 your breach or non-observance of this agreement.

### **7 Limitation Of Liability**

- 7.1 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Service shall be limited to the charges paid by you in respect of the Service which are the subject of any such claim. In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.
- 7.2 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

### **8 Revisions**

- 8.1 MWS reserves the right to revise, amend, or modify these Hosting Terms and Conditions, and any of our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with these Hosting Terms and Conditions.

### **9 Notices**

- 9.1 Any notice to be given by either party to the other may be sent by either email or recorded delivery to the address of the other party, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

### **10 Applicable Law**

- 10.1 This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

### **11 Entire Agreement**

- 11.1 These terms and conditions together with any documents expressly referred to in them, contain the entire agreement between us relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us in relation to such matters.