

Terms & Conditions

HOSTING SERVICES Terms and Conditions

DEFINITIONS;

"WE", "US", "OUR" or "Selectweb Hosting") refers to Selectweb Hosting which is a trading name of Solution Computers Ltd (Company No 06832805)

"You or Customer" refers to the person(s), company or organisation entering into business with Solution Computers Ltd.

"Parties or Party" describes us or you, or both you and us, as the context requires.

AGREEMENT;

BY REQUESTING OR USING SERVICES PROVIDED FROM ("SELECTWEB HOSTING") THE INDIVIDUAL OR ENTITY ("CUSTOMER") AGREES THAT THE FOLLOWING TERMS AND CONDITIONS WILL APPLY IN CONJUNCTION WITH THE SPECIFIC TERMS AND CONDITIONS FOR INDIVIDUAL SERVICES. SOME OF THOSE SERVICES MAY BE PROVIDED BY A THIRD-PARTY AND IN WHICH CASE THE TERMS OF THOSE INDIVIDUAL SERVICES WILL ALSO APPLY.

OUR SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED.

1) DOMAIN NAMES

1.1 Domain names are subject to the terms outlined by the registrar.

1.1.1 Nominet terms are available here:

<http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>

1.1.2 ICANN terms are available here:

<http://newgtlds.icann.org/en/applicants/agb/terms>

2) IP ADDRESSING

2.1 If ("we") assign an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to Selectweb Hosting, and Customer shall have no right to use that Internet Protocol address except as permitted by Selectweb Hosting in its sole discretion in connection with the service provided. Our allocation of IP addresses is limited by RIPE policies and a justification for each IP must be provided before assignment. These policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses when the protocol supports name-based virtual hosts.

3) SERVICE UPTIME

3.1 ("We") endeavour to provide at least 99.99% of uptime for power, network and the physical server. In some cases we are not able to provide this due to maintenance windows or unfortunate events outside of our control such as a national power outage, global network or data centre outage, DDoS attack or an 'act of god / natural disaster'. In some cases we are unable to provide advance notice for maintenance windows due to the severity or critical nature.

3.2 In the event of an outage caused by a maintenance window you will not be able to claim any reimbursement or pro-rata credit.

3.3 In the event of an outage caused by something which is physically outside of our control you will not be able to claim any reimbursement or pro-rata credit.

3.4 In the event of a DDoS attack our sustained outage outside of our control, we will not be held liable for any loss of business or damages.

3.5 If the outage is inside of our control then in any given month, if your service is down for more than 0.1%, you may request a pro-rated credit for the down-time. However we will only honour those requests if the downtime is verifiable as an issue directly related to something within our reasonable control.

4) PROHIBITED USE / ACCEPTABLE USE POLICY

4.1 You are responsible for the actions of all users of your account and any data that is created, stored, displayed by, or transmitted by your account while using our services. You will not engage in any activity that interferes with or disrupts our services or networks connected to Selectweb Hosting.

4.2 ("You") agree that any of the below activities are considered prohibited usage and will result in immediate account suspension or cancellation without a refund and the possibility that Selectweb Hosting will impose fees without providing advance notice.

4.2.1 Misuse of System Resources

4.2.2 Hacking Tools, Shells or other unwanted programs/scripts

4.2.3 Unauthorised access to systems or networks

4.2.4 Circumvention of security or policies in place

4.2.5 Copyrighted material or prohibited documents, images or files

4.2.6 Spam and Unsolicited Bulk Email (UBE)

4.2.7 Explicit pornography or abusive content

4.3 Other Activities viewed as Illegal or Harmful: Engaging in illegal activities or engaging in activities harmful to the operations of Selectweb Hosting.

4.4 You may only use our services for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or United Kingdom laws, or by common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. Selectweb Hosting and its services may not be used to facilitate infringement of these laws in any way.

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5) BANDWIDTH

- 5.1 All bandwidth consumed must be for legitimate purposes as outlined in our terms.
- 5.2 Any bandwidth consumed outside of the agreed allowance will be liable for excess bandwidth charges priced at £0.15 pence per GB transferred.

6) STORAGE

- 6.1 All storage consumed must be for legitimate purposes as outlined in our terms.
- 6.2 All files stored must be related to the website or data held on the website and may not be used for backup and storage for any other reason other than serving your website.
- 6.3 Any storage consumed outside of the agreed allowance will be liable for excess storage charges priced at £0.15 pence per GB stored.

7) DATA STORAGE AND BACKUP

- 7.1 All data stored on our service is the responsibility of the customer and in no way shall Selectweb Hosting be held responsible for data loss.

8) TECHNICAL SUPPORT BOUNDRY

- 8.1 ("We") provide technical support to our customers via support ticket or e-mail. Our support service covers the physical server and related technology and network connectivity. We do not provide support for end user problems, website code errors, application errors, programming errors, e-mail configuration or database configuration or any other such issues that are outside of the scope of our support service.

Our support team will only be required to provide support for issues inside of their control relating directly to the service. This includes server problems, network problems and domain/DNS problems directly related to the service purchased.

9) WARRANTIES AND LIMITATION OF LIABILITY

- 9.1 In no event shall Selectweb Hosting or its employees be held responsible for indirect, direct, special or consequential damages or the loss of; (included but not limited to) Loss of Business, Loss of Profit, Loss of Data; Loss of service(s) or business interruption. Nor shall a claim be made against Selectweb Hosting for negligence in any form.
- 9.2 We shall not be liable for any damages in connection with or as a consequence of downtime, including but not limited to: loss of profits or revenue, data loss, or loss of use of equipment or other down-time costs.
- 9.3 We will not be held responsible for data loss in any circumstances. It is the customer's sole responsibility to back up all data stored.
- 9.4 Our services do not constitute as a guarantee, warranty or otherwise. We will not be held responsible for equipment failure or data loss directly or indirectly, regardless of the cause or reason.
- 9.5 You agree to accept risks associated with providing the ("services") and in which case will not bring a claim or allegation against us. If such business risk is not acceptable, you agree to take out relevant precautions or insurance against risk.
- 9.6 Selectweb Hosting does not in any way guarantee that it will be able to resolve all faults reported by the customer.
- 9.7 Any advice or recommendation given by us to the ("Customer"), or vice versa, is followed or acted upon entirely at the customer's risk. Accordingly Selectweb Hosting shall not be liable for any such advice or recommendation.

10) CONFIDENTIALITY AND DATA PROTECTION

- 10.1 ("We") hold all customer data required for billing purposes in accordance with the UK data protection guidelines.

11) TERMINATIONS

- 11.1 Termination of a service must be provided in writing with a minimum of 7 days' notice prior to the expiry date of the service.
- 11.2 Unless explicitly outlined we will not refund any previously paid Invoices if the customer has cancelled a service.
- 11.3 In the unlikely event that we need to cancel your service we will provide 30 days of advance notice.

12) COMPLAINTS

- 12.1 A complaint can be raised by opening a support ticket detailing the complaint or by emailing support@selectwebhosting.co.uk at any time. We will endeavour to resolve the complaint in a timely manner and will respond to your request within 24 hours.
- 12.2 In the event of a dispute both the ("customer") and Selectweb Hosting should endeavour to solve the dispute amicably and as quickly as possible.
- 12.3 If a resolution to a complaint or dispute is not found, the ("customer") may terminate the service with no termination fee incurred.

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13) PAYMENTS

- 13.1 ("We") reserve the right at any time to terminate services in the event of late payment or breach of the customer's responsibilities as outlined in this document or related terms and conditions.
- 13.2 ("We") reserve the right to charge a late payment fee of at £12 in the event a balance is overdue for a period longer than 14 days. If a balance remains outstanding for a period longer than 60 days we reserve the right to apply further charges or interest to the overdue amount.
- 13.3 Invoices are payable on or before the due date as set out on the invoice.
- 13.4 We reserve the right to involve debt collection agencies or third-parties to reclaim lost revenue or outstanding balances due.
- 13.5 If in the event of a dispute over an issued Invoice, the ("customer") has 7 days to inform Selectweb Hosting otherwise it constitutes as an acceptance of provided Invoice.

14) DISCLAIMER

- 14.1 You agree in full, by requesting or using the services provided by Selectweb Hosting to the current terms and conditions outlined herein, in addition to the terms and conditions specific to services or products which are available separately.
- 14.2 We reserve the right to change, modify or revise these terms and conditions at any time, without prior notice.
- 14.3 All captions, titles and sub-headings used in our terms and conditions are for convenience only and shall not be considered in construing or interpreting the provisions or terms.
- 14.4 If any part of these terms and conditions or any associated terms and conditions, shall be held invalid or unenforceable, this shall not affect the enforceability of any other part of our full terms and conditions.
- 14.5 Each clause set out above is to be construed as a separate limitation or exclusion or clause as implied, applying and surviving even if for any reason one or other of the clauses, limitations or exclusions is held inapplicable or unreasonable in any circumstances, and shall remain in force despite termination of services.

15) CONTACT DETAILS

- 15.1 Address: 28 Alma Street, Eccles, Manchester, M30 0EX
- 15.2 Telephone: 01616602208
- 15.3 E-mail: support@selectwebhosting.co.uk