

## **WYEHOST LTD GENERAL TERMS & CONDITIONS**

Wyehost Ltd is an independent Company trading as Wyenet Internet Services. These are our General Terms and Conditions of business. They explain the basis on which we offer our services and in particular what you can expect from us and what we expect from you. The terms and conditions are important and you should read them carefully. Acceptance of any offer made by Wyehost Ltd to provide Services will be considered as acceptance of **WYEHOST LTD TERMS & CONDITIONS** and any other Terms and Conditions that may attach to the specific Service offered.

If there is anything in the terms and conditions that you do not understand please contact Wyehost Ltd on 01989 760900

In our terms and conditions we use words that have special meanings as below :-

**"Fees"** means the fees that we charge for any service that we may provide. The fees that you pay depend on the Service that you have decided to purchase

**"Service"** means the service or services that you have chosen to purchase, as set out on your order acknowledgement.

**"we"** or **"us"** & **"our"** means Wyehost Ltd.

### **1.) The Service we are providing**

When we have processed your order and received any fees which are due from you, we will grant you a right to use the Service. By completing your order acknowledgement you will be deemed to have agreed to a contract as laid out in the order acknowledgement, and also to these terms and conditions, as well as any additional terms specific to the product. Additional terms will be shown on the relevant product page of our web site at [www.wyenet.co.uk](http://www.wyenet.co.uk) The right to use the Service is personal to you and will continue until our agreement with you comes to an end.

### **2.) What you can expect from us**

We will do our best to maintain the operation of the Service in accordance with the information that you have received about it. We cannot and do not accept any responsibility for the computer equipment and telephone services that you use to access the Service, unless provided by us. Accordingly our liability to you, whether for breach of contract, negligence or otherwise, in respect of any defect in or discontinuance of the Service is limited to the price that you have paid to use the Service. You agree that we are not liable to you for any special or consequential damages that you may suffer as a result of loss of business, contracts, profits, savings or otherwise. Wyehost Ltd will at all times use best endeavors to attempt to maintain an uninterrupted and error-free service, however Wyehost Ltd make no representations or warranties regarding the services provided by them and do not warrant that use of Wyehost Ltd will be uninterrupted or error-free, or that Wyehost Ltd services will meet any particular criteria of performance or quality. Your use of Wyehost Ltd services is at your own risk. You accept full responsibility for such use and the risk of any loss resulting from your use of the system and the content of your pages. You also accept full responsibility for safeguarding and backing up your own data unless you are subscribing to our back-up services.

### **3.) What we expect from you**

#### **(a)Web Hosting**

Hosting products include an amount of file storage and data transfer as laid out in the package specification. Internet access packages include an amount of data transfer as laid out in the package specification. We reserve the right to charge for additional space or data transfer used at our current rates in force at any time.

You are entirely responsible for the content of your web-pages. You agree to indemnify Wyehost Ltd for any claims arising from the content of your Web Site. You may not, under any circumstances, use Wyehost Ltd.s services to do any of the following: publish, post, distribute, any unlawful material or information or otherwise violate the legal rights (including rights of privacy and publicity) of others, engage in illegal or unlawful activities, make available / upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; make available / upload files that contain a virus or corrupted data, falsify the source or origin of software or other material contained in a file that you make available on your web-pages, act, or fail to act, in your use of the web-pages, in a manner that is contrary to applicable law or regulation. You are entirely responsible for any civil or criminal liability which is incurred as a result of your use of your web space. You agree to accept full responsibility for the content of your web site and agree to indemnify Wyehost Ltd against any civil or criminal liability which is incurred as a result of your use of the services. Although our hosted websites are protected on a continuous basis against server / disk drive failure, for longer term backups, unless you subscribe to our optional Back-up services, your will be responsible for backing up your web site on your local machine.

#### **(b)Email**

You may not use the service for the distribution of unsolicited bulk e-mail known as 'Spam'. Spam is defined as e-mail sent to addresses that do not affirmatively and verifiably request such material from that specific sender that includes advertisements or solicitations, commercial or otherwise, regardless of content.. Without exception, Wyehost Ltd prohibits the practice of spam of any type, regardless of content, and will take action to prevent this practice. We reserve the right to terminate accounts and disallow further service without notice. Spam sent from other networks which reference e-mail accounts or web sites hosted at Wyehost Ltd shall be treated as if they originated from the account referenced, unless there is sufficient reason given for Wyehost Ltd operations staff to believe that the message truly originated with some unrelated party.

#### **(c) Domain Registration Services**

Domain name registrations are not guaranteed and are subject to confirmation. Wyehost Ltd do not accept liability for any special or consequential damages that you may suffer as a result of domain name registrations. Wyehost Ltd give no warranty that the Internet Domain Name requested will not infringe the rights of any third party, and you agree to indemnify Wyehost Ltd in respect of any such infringements. Wyehost Ltd act as an agent for the naming authority and the contract for name registrations is between you and the naming authority and you are bound by the terms and conditions of the naming authority.

Naming Authority Terms & Conditions:-

.UK top level domains, .uk, .co.uk, .org.uk, .ltd.uk, .plc.uk:

<http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/>

All Generic top level domains, .com, .net, .org, .biz, .info etc refer to *ICANN Uniform Dispute resolution Policy*: <http://www.icann.org/dndr/udrp/policy.htm>

CentralNIC top level domains, .uk.com, .uk.net, .gb.com, .gb.net:

<http://www.centralnic.com/terms.php>

#### **(d)Running a mail server (open mail relay)**

Any mail server connected to our network must not be configured as an open relay. This is specifically banned and servers may be immediately disconnected if we become aware of this. Such a server could be used for the unauthorised transmission of bulk email, should this occur the transmission would be considered to have originated from you.

You must not use our network or systems to transmit email with modified, false, inaccurate or purposefully erroneous headers or other information so that the origin of the e-mail is unclear or deceptive.

#### **Special Note for users of Exchange Servers.**

**Exchange Servers connected to any of our services must not be configured in such a way that mail to unknown addresses is accepted by the server and then bounced back to the sender (backscatter).** Recipient Filtering should be set to Block messages sent to recipients that do not exist in the directory.

#### **(e)Usenet**

Postings made to the Usenet newsgroups or other online forums which reference e-mail accounts or web sites hosted at Wyehost Ltd, and are deemed to be inappropriate according to the local ethical standards of that forum, may be treated in the same manner as unsolicited bulk e-mail above.

#### **(f) Reselling**

The Customer is responsible for ensuring that the services obtained from Wyehost Ltd, are used in an appropriate manner by their End Users. Therefore, the Customer must take steps to manage the use of the services obtained in such a way that network abuse is minimized. The Customer must also make contact information publicly available, and must respond in a timely manner to any complaints. Wyehost Ltd shall consider any complaints regarding the Customer's End Users to apply to the Customer. Terms offered by resellers to their clients must at minimum equal the terms offered to resellers by us.

### **4.) Passwords and Security**

In order to use most of our Services you will be given a password and user name. It is important that you keep these secret. If you think that anyone else knows your password and/or user name you must tell us immediately and change your password. We may change your password without first telling you if we think that it is being used by another person. If you are a corporate user, then the company is also responsible, together with the individual using the account.

### **5.) Fees and charges**

You agree that you will pay the appropriate Fees for the Service on time. All Fees must be paid in advance of the period of use, and payment terms are strictly 30 days from date of invoice. The amount payable by you will be clearly set out on your order acknowledgement. You understand and agree that if you fail to make payments of Fees when they are due, service suspension and/or penalty charges may be applied under provision of The Late Payment Of Commercial Debts Act (1998), and/or we may charge interest on late payments at an annual rate of interest equal to the base lending rate of HSBC Bank plc plus 4%.

## **6.) Termination**

If you fail to pay Fees when they are due or abuse the Service we may terminate your access to the Service. If we terminate your access to the Service as a result of your abusing it, we will not refund any Fees. You may terminate your agreement with us at any time by giving us 30 days notice in writing or by e-mail. We will then send you an acknowledgement of termination. Termination of the agreement will become effective at the end of the then current payment period provided that we have acknowledged your notice of termination at least seven days before the end of that payment period. If you receive our acknowledgement less than seven days before the end of that payment period then the agreement will terminate at the end of the next payment period. We retain the right to terminate your right to use the Service at any time, without giving any reason. Some services are offered on Minimum 12 or 24 month Contracts and additional fees may be charged for early termination. This information will be published in the specific terms for those products.

Excessive use of server resources

If a service is found to be monopolising a system resource, or is in breach of the acceptable use policy (AUP) for that product, Wyehost Ltd reserves the right to suspend that service immediately at our sole discretion. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Wyehost Ltd continues to provide the service for an additional fee.

## **7.) Personal data**

You warrant that the name, address and payment information that you provide to Wyehost Ltd is correct and you agree to notifying Wyehost Ltd of any changes in name, address and/or payment details. We may retain information that you provide to us about yourself. We may from time to time use the information that you have provided to offer you other services that we feel may be of interest to you. If you do not wish us to use the information that we hold about you in this way please notify us by post. Any information held by us about you will be available for inspection by you in accordance with the terms of the Data Protection Act 1998.

## **8.) Changes, amendments and notices**

You agree to provide Wyehost Ltd with a current email address and to notify us immediately if this is changed. This will be used to send our Invoices, and to notify you of any Updates and Changes relevant to your Wyehost Ltd service(s)

If we change the price of the Services we will give you at least 30 days notice. You are also responsible for reviewing regularly information posted on-line in the terms and conditions page. (<http://www.wyenet.co.uk/t&c/main.html>). Please note that any notice you give to us will only be considered effective from the day on which we acknowledge it. If you do not receive an acknowledgment of any notice that you send to us within 7 days please telephone Wyehost Ltd on 01989 760900

## **9.) Governing law and jurisdiction**

These terms and conditions are governed by English law and we both agree to submit to the exclusive jurisdiction of the English Courts. We both agree that a court may strike out or override any part of these terms and conditions if it considers them to be illegal, unenforceable or unfair and in such cases enforce only the terms and conditions as if the offending clause or clauses had never been contained in them. Your statutory rights are not affected.