

TERMS AND CONDITIONS

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Introduction

Hosting Understood has created this Terms and Conditions for hosting customers to protect our resources, and the resources of our customers and peering networks in order to provide a high speed network, high availability services and to ensure that Hosting Understood comply with all relevant UK laws.

It is the responsibility of all customers of the Hosting Understood network and services to ensure that they comply with the latest edition of the Terms and Conditions at any given time.

These Terms and Conditions may be revised, without notice, at any time, at the sole discretion of Hosting Understood. Completion of the relevant application form, payment of an invoice for services, or connection to the service for the first time, is deemed to be an agreement to our Terms and Conditions.

In the event of a breach of this policy, Hosting Understood reserve the right to terminate all or part of any service with immediate effect, without recompense, and delete any files held on our servers.

This agreement shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable by law.

Any and all matters pursuant to this agreement are governed by English Law and are under exclusive jurisdiction of the English Courts.

If you have any questions about any of our policies, please contact the Customer Service Team here: <http://www.huonline.co.uk/contact.php>

1. WEBSITE HOSTING SERVICE : TERMS & CONDITIONS

The following terms and conditions apply to Hosting Understood Website Hosting Services and are a legal agreement between Hosting Understood and the instructing party hereafter "Customer".

1.2 Compliance with UK Law

1.2.1 It is an offence under UK law to transmit, receive or store certain types of files.

1.2.2 Customers may not use our services to engage in activities, or store, transfer or receive material of an indecent, offensive or otherwise illegal nature. Any such activities may result in prosecution by the UK authorities under the relevant Criminal Acts including but not limited to the Computer Misuse Act 1990, the Protection of Children Act 1978, the Criminal Justice Act 1988 and the Prevention of Harassment Act 1997.

1.2.3 It is also a criminal offence under UK law to knowingly infringe intellectual property rights, such as copyright, patents, database rights and registered trade marks. Customers are reminded that sharing copyright material through the use of peer to peer software may consequently constitute a criminal offence if done without permission of the right owner in question. Hosting Understood will cooperate with any agency or rights holder wishing to assert their rights in these matters and Hosting Understood reserve the right to withdraw service under such circumstances.

1.2.4 The Data Protection Act 1998 imposes numerous duties on any organisation that processes personal data relating to third parties. Failure to comply with many of these duties constitutes a criminal offence. Customers who are not merely processing personal data for domestic (including recreational) reasons are reminded of their likely duty to register with the Information Commissioner.

1.2.5 Under the Electronic Commerce (EC Directive) Regulations 2002, Hosting Understood is in general not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our service unless we have actual knowledge of those unlawful acts. Accordingly, if we become aware of credible evidence that a customer has carried out any unlawful acts we will take preventative measures to bring those acts to an end.

1.3 Compliance with foreign law

1.3.1 The Internet is global in reach. Consequently it is possible for anyone using the internet to break the laws of foreign countries. Customers are therefore advised to take all reasonable steps to avoid breaching relevant foreign laws.

1.4 Irresponsible usage

1.4.1 Customer acknowledges that they have a responsibility to ensure that their connection is not used in an irresponsible manner. Hosting Understood deem irresponsible use of the services to include, but not be limited to, sending unsolicited e-mail ("spamming"), attempting to breach the security of a 3rd party machine, and flooding Usenet by placing a single post in a large number of newsgroups.

1.4.2 The customer acknowledges that any misuse of resources including but not limited to employing applications which consume excessive CPU time, memory or storage space; any file you store on the Server will be reachable via a hyperlink from a page. Chat/IRC, web proxy and mailing list scripts are not allowed on our network under any circumstances.

1.4.3 In the event that a customer's services are used for any purpose that Hosting Understood deems irresponsible then Hosting Understood reserves the right to suspend service while the usage is investigated in consultation with the customer. Should investigation determine that the service has been used irresponsibly, Hosting Understood reserves the right to terminate the customer's account with immediate effect. Wherever possible the customer will be notified in advance of any termination.

1.4.4 If your monthly bandwidth usage reaches the point where it has an adverse effect on other customers we reserve the right to restrict your bandwidth usage, without prior notice, until you can reduce your bandwidth usage or move to a suitable hosting solution for the site.

1.5 Payment policies

1.5.1 All accounts are set up on a prepay basis. Although Hosting Understood reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Prices are subject to change, if changes are made during your prepaid or agreed plan term, the new prices come into effect on your next renewal date.

1.5.2 Payment is due every 30 (pay monthly plan) or 365 (annual plan) days, from the date the account was established. For annual plans, invoices will be issued 30 days prior to renewal date with 14 day terms. For pay monthly plans, the customer will be invoiced quarterly.

1.5.3 In situations where payment is not made or is declined, Hosting Understood reserves the right to immediately suspend services on-line until the outstanding charge is processed successfully. In addition, Hosting Understood reserves the right to suspend other services until the outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to an administration charge. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

1.5.4 No bills or invoices will be sent by regular mail. All invoices will be sent directly to customers via email shortly after the purchase has been made. Any customer who requires a paper invoice will be charged for this service.

1.5.5 All payment is in UK sterling. All prices displayed are shown excluding UK VAT.

1.5.6 Hosting Understood is VAT exempt.

1.5.7 We do not accept cheques.

1.6 Warranties and Disclaimers

1.6.1 Our service warranties and the extent of our liability are explained fully in this Terms and Conditions document.

1.6.2 By connecting to the Hosting Understood network or paying in full an invoice for the services, Customers agree to hold Hosting Understood harmless in the event of any legal claim regarding our services.

1.7 Security and privacy

1.7.1 Login names and passwords must be kept secret and not be communicated to any third party. Hosting Understood must be notified immediately if they are compromised. If a customer forgets or loses their password, they will need to contact support to have it changed.

1.7.2 Customers are responsible for all traffic that is sent from their server. It is therefore the customers responsibility to ensure that all software is virus-free and up-to-date with all relevant security patches. In particular, server software running on public-facing ports, such as mail servers and proxy servers, must not be remotely exploitable.

1.7.3 If Hosting Understood find malicious traffic emanating from a customers server, Hosting Understood have an obligation to our other customers and peering networks to take urgent measures to block that traffic. In many cases, this can be achieved by selective port blocking, but in other cases, this will involve disconnecting and suspending the account until the issue has been resolved. Hosting Understood understand that in many cases a customer may not be responsible for or aware of the problem, and therefore Hosting Understood will work with the customer to resolve the issue as efficiently as possible to restore normal service.

1.8 E-mail

1.8.1 Customers may not use Hosting Understood services to send unsolicited commercial e-mail (UCE, also known as 'Spam'). Hosting Understood will block the mail services of any customer found to be sending such mail.

1.8.2 Customers may not have "open mail relays". Hosting Understood will close the relay or connection of any customer found with an open mail relay.

1.8.3 Opt-in mailing lists are allowed, where it can be proved that subscribers did opt-in and that a suitable opt-out mechanism is available.

1.8.4 Hosting Understood reserve the right to remove any mail older than 60 days from shared mail servers. It is the customer's responsibility to ensure that mail is regularly collected and removed from Hosting Understood POP3 server. Hosting Understood strongly advise against the use of the POP3 option to keep mail on the server. If a POP3 mailbox contains an excessive amount of mail, Hosting Understood reserve the right to remove older mails from the mailbox to reduce its size.

1.9 Hosting

1.9.1 By paying in full an invoice for any of Hosting Understood's services, the customer will be deemed to have accepted and agreed to the Terms and Conditions of use of the Web space service.

1.9.2 The Customer will be responsible for the content of their website, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law. Hosting Understood reserve the right, without notice or explanation, to remove material which does not comply with these Terms and Conditions, such as material of an adult nature, pirated software.

1.9.3 Hosting Understood reserve the right to suspend any or all of the service at any time, without prior notice, explanation, or recompense.

1.9.4 Customers will be held solely responsible for any defamatory, confidential, secret or other proprietary material made available via their website. Hosting Understood reserve the right to

suspend any sites containing such material. Customers must be careful when using peer to peer networking software to ensure that they do not download or transfer material which they do not have the right to download or transfer.

1.9.5 Login names and passwords must be kept secret and not communicated to any third party, except for agencies, such as Web page designers, working on the customers behalf. Hosting Understood must be notified immediately if they are compromised. If someone were to gain access to a customers account password, they could tamper with files held on the customers website.

1.9.6 The Client agrees that it is their responsibility to have regular backups of their website and software made by themselves or third party services in case of a software or hardware failure. Hosting Understood can be tasked to manage these backups for the customer and Hosting Understood reserves the right to quote and invoice for this service, in which case a separate terms of service will be applied. Any data loss or hardware failure which occurs will be the responsibility of the customer or 3rd party supplier.

1.9.7 If the account is suspended for any reason, such as non-payment, access to the customer's website, both for viewing and uploading, may also be suspended.

1.10 Domain Name Specific

1.10.1 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; ICANN in the case of .COM/NET/ORG and Nominet in the case of domain names ending with .UK, or any 3rd party registrar. You shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against Hosting Understood in respect of refusal to register a domain name. **Any administration charge paid by you to Hosting Understood shall be non-refundable, notwithstanding refusal by the naming authority to register the desired name.**

1.10.2 Hosting Understood shall have no liability in respect of the use of any domain name by you. Any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, Hosting Understood shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. Hosting Understood shall also be entitled to make representations to the relevant naming authority, but will not be obliged to take part in any such dispute.

1.10.3 Hosting Understood shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to Your application, receipt of, or failure to receive a domain name registration.

1.10.4 All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site and shall be due and payable in advance of our service provision.

1.11 Overdue Payments

1.11.1 If an invoice is overdue, a warning of suspension notice will be sent to the account email address on the 3rd, 9th, and 14th day after the due date. If an invoice is unpaid for 16 days after the due date, the account will be suspended, and you will not be able to use your hosting or access your control panels. We will make attempts to contact you by telephone before this point but have no obligation to do so.

1.11.2 If, after 30 days, the amount is still outstanding, we will send a letter to the address on the account, detailing the outstanding invoice(s), and warning that if the amount is not paid, the account will be deleted. If, after 60 days, the amount is still outstanding, we reserve the right to delete the account.

1.11.3 Please note that these time frames may vary if we are contacted or manage to contact you regarding the outstanding amount, as a different time scale may be agreed upon.

1.11.4 We will retain a copy of your account that can be restored after the 60 day period. This will be restored upon payment of the previous outstanding amount, in full, as well as a £50 administration fee.

1.11.5 We take no responsibility for any loss of business or data should your account be suspended or deleted for non-payment. Furthermore, the responsibility for keeping the contact details on your account up to date resides with you, and we are not accountable for any inability to contact you should your contact details be incorrect.

1.12 Cancellation

1.12.1 To cancel an account, we will require an email from the primary contact, or a letter from the account address, requesting that the account or portions thereof be cancelled.

1.12.2 If the account is cancelled within the 30-days, then we will refund all hosting fees in full. Please note that this does not include the cost of registering a domain name – these fees are non-refundable.

1.12.3 If the account is cancelled outside of 30-days, for annual payment plans, they will be subject to a £30 administration fee and refunded pro-rata. If the remaining pro rata amount is less than £30 (meaning the administration charge will exceed the amount remaining) then no charge will be made to the client and the account will be closed. Any outstanding invoices for any products that are being cancelled will be due, and there will be no refund for invoices already paid. The exception is for accounts that are paid monthly, in which case the payment for the final month of the agreement will be due – any invoices raised after the cancellation date for the hosting will be refunded/cancelled.

1.12.4 On closing an account, the relevant data on this Web space will be deleted.

1.13 Attempted security breaches

1.13.1 Any attempt to breach the security of any machine is forbidden. Attempting to do so will result in immediate account termination and possible further legal action. Users may not run any program that monitors network packet data or any program that compromises the privacy of network traffic.

1.13.2 It should be noted that attempting to breach security may lead to prosecution under the Computer Misuse Act 1990 or any other relevant criminal legislation.

1.13.3 Attempts to circumvent copy protection technology and encryption are also likely to be illegal under the Copyright Designs and Patents Act 1988 (as amended).

1.14 Non-Specific

Customers may not mount an attack, by whatever means, against our system, or any other systems. Customers may not run unauthorised mailing lists from or through any of our machines or mail servers.

1.14.1 Any IP addresses assigned to customers are owned by Hosting Understood or 3rd party service.

1.14.2 When using a quota-based service, it is the customers responsibility to remain within their usage quota. Hosting Understood reserve the right to delete files for over-quota users if disk space is affecting the normal running of the server.

2. EMAIL SERVICE : TERMS & CONDITIONS

The following terms and conditions apply to Hosting Understood email Services.

2.1. Use of Mailboxes

2.1.1 Customers may not use Hosting Understood services to send unsolicited commercial e-mail (UCE, also known as 'Spam'). Hosting Understood will block the mail services of any customer found to be sending such mail.

2.1.2 Hosting Understood reserve the right to remove any mail older than 90 days from shared mail servers. It is the customer's responsibility to ensure that mail is regularly collected and removed from Hosting Understood POP3 server. Although not a regular practice Hosting Understood reserves the right to remove older mails from the mailbox to reduce its size. We cannot guarantee to restore data and we accept no liability for the loss of any data removed by these terms.

2.2. Size of mailbox

2.2.1 Each mailbox has a storage quota which you will have assigned when signing up to a Hosting Understood hosting or email package. The quota is in place to protect your account and others from potentially large volumes of email sent to a single address that could materially affect the email system server. It is the mailbox owner's responsibility to ensure that his/her mailbox does not reach its allocated level. Hosting Understood cannot be responsible for email lost due to full mailboxes.

Note: You can manage your mailbox size from your mail client settings by setting to remove or leave messages on server, remove after a set amount of days and/or when mail is deleted. Alternatively use the webmail url found at <http://webmail.yourdomain.co.uk> (excluding Exchange account holders).

2.3. Service availability

2.3.1 Hosting Understood monitors the server as a whole but does not monitor individual mailboxes. The email protocol, to deliver outbound messages, does not guarantee immediate delivery of email messages. By default, the server makes a delivery attempt every ten minutes three times; after that the server will attempt message delivery every fifteen minutes. If there is no successful delivery attempt within twelve hours, a delay notification will be emailed to the sender. If there is no successful delivery attempt within two days, the message will be returned to the sender.

2.4. Security

2.4.1 Hosting Understood makes every reasonable effort to ensure mailbox security at all times. We make every reasonable effort to ensure the integrity of data on Hosting Understood systems. On the rare occasions where there may be a problem with specific mailbox data, this is usually picked up and resolved within a matter of hours and in most cases before a customer is aware there has been problem. However it is the mailbox owner's responsibility notify to Hosting Understood of any loss of service. We cannot guarantee to restore data and we accept no liability for the loss of any such data.

2.5. Mailbox storage capacity

2.5.1 In addition to the aggregate account storage capacity, each mailbox has its own storage limit. When the storage capacity is reached on an individual mailbox, the Standard mailbox or Exchange servers shall stop sending and receiving messages. Hosting Understood is not responsible for Service unavailability or data loss caused by any mailbox exceeding its storage capacity. To prevent such occurrences, you can manage mailbox and public folder storage limits at any time from your mail client and/or the webmail url found at <http://webmail.yourdomain.co.uk> (excluding Exchange account holders).

For an additional fee, you may increase your account storage capacity at any time by contacting Hosting Understood via email: info@huonline.co.uk

2.6. Anti-virus checking

2.6.1 Standard Mailboxes; Messages sent between mailboxes on the Hosting Understood platform are not checked for viruses. You are advised to run an up to date anti-virus program on your personal computer

2.6.2 Exchange Mailboxes; Hosting Understood installs anti-virus software on its email servers for all Exchange mailboxes. This software is configured to check messages coming into the email server. If a virus is detected, the message is deleted. No notification is sent to either recipient or sender of the message.

2.7. Anti-SPAM message filtering

2.7.1 Hosting Understood runs anti-SPAM software on its email servers for all mailboxes. The levels of spam protection are set by Hosting Understood to the optimum values at our discretion. Customers are also advised to run anti-spam software from within their mail clients.

2.7.2 Hosting Understood also runs anti-SPAM software on outbound email from all mailboxes, and reserves the right to mark or delete any messages determined to be SPAM.

2.8. Use of email account

2.8.1 If Hosting Understood identify a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all Services to the domain as appropriate.

Please note: by signing up or paying an invoice in full for any of our services you agree to be bound by all Hosting Understood terms and conditions detailed in this document.

Any questions please **email:** info@huonline.co.uk