

Adams Creative Dedicated Hosting and Domains Terms & Conditions of Business October 2008

In consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this agreement:

1. Definitions

"We" refers to Adams Creative, 2 Albion Place, Maidstone Kent ME14 5DY.

"You" includes the person purchasing the services or any party acting on the customer's instructions.

"The Registrant" includes the person applying for a domain name or any party acting on the Registrant's instructions.

"The Registry" the relevant domain names Registry.

"Services" means domain name registration, web site hosting, email and any other service or facility provided by us to you.

"Server" means the computer server equipment operated by us in connection with the provision of the Services.

"Web Site" means the area on the Server allocated by us to you for use by you as a site on the Internet.

2. Domain Name Registration

2.1 We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.

2.2 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; 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 us in respect of refusal or failure to register or renew a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

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

2.4 We shall not release any domain to another provider unless full payment for that domain has been received by us.

3. Web Site Hosting and Email

3.1. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.

3.2. You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.

3.3 You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that:

3.3.1 You 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 you authorise allow or permit any other person to do so.

3.3.2 You will not post, link to or transmit:

- any material that is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way.
- any material containing a virus or other hostile computer program.
- 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.

3.3.3 You will not store on the server any of the following:

- Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any UK, European or Local regulation.
- Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Adams Creative. Also includes any sites which provide "links to" information about such material or advertising for such material.
- Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.
- .EXE files - no unsolicited executable files can be stored on our servers for security and stability reasons.

3.4 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.

3.5 You shall observe the procedures that we may from time to time prescribe and shall make no use of the Server that is detrimental to our other customers.

3.6 You shall ensure that all mail is sent in accordance with applicable legislation (including data protection legislation) and a secure manner.

3.7 Any access to other networks connected to Adams Creative must comply with the rules appropriate for those other networks.

3.8 While we will use every reasonable endeavour to ensure the integrity and security of the Server, 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.

4. Service Availability

4.1 We shall use our reasonable endeavour to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or downtime of the Server.

4.2 We shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 14 days you will be notified of the reason.

4.3 The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you. You may use no more than one login session under any one account at any time. If you have multiple accounts, you are limited to one login session per system account at any time; user programs may be run only during login sessions. If your account is found to have been transferred to another party, or shows other activity in breach of this sub-clause, we shall have the right to cancel the account and terminate the Services and/or this Agreement immediately.

5. Payment

5.1 All payments (other than payments made Online) must be in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £30.

5.2 All charges payable by you for the Services shall be in accordance with the scale of charges advised to you by us and shall be due and payable in advance of our service provision.

5.3 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you and reserve the right to levy a reconnection charge.

5.4 We understand and will exercise our statutory right to interest under the late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms.

6. Intellectual Property Rights

You shall obtain any and all necessary consents and clearances to enable you lawfully to make use of all and any intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of your proposed domain name.

7. Indemnity

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 Services by us to you and your use of the Services and the Server 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.

8. Termination

Without in any way limiting our rights under sub-clause 4.3

8.1 if you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

8.2 if your web site(s) files or scripts stored on one of our servers causes, or Adams Creative staff believe that they cause, noticeable and detrimental reduction in service for other uses, then we may immediately suspend your Web Site.

8.3 if you break any of these terms and conditions and you fail to correct the breach within fourteen (14) days following written notice from us specifying the breach, we may terminate this Agreement forthwith upon written notice.

8.4 if you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to terminate this Agreement forthwith without notice to you.

8.5 on termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data located on it. We shall be entitled to delete all such data but we may, at our discretion, hold such data for such period as we may decide to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit.

8.6 The contract shall commence on the commencement date and continue for the Service period and thereafter shall remain in force and effect unless terminated by three (3) months written notice by either party subject to the client not being entitled to give notice of termination until expiry of the Service period.

9. Limitation Of Liability

9.1 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to sub-clause 9.2.

9.2 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

9.3 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 Services shall be limited to the charges paid by you in respect of the Services that are the subject of any such claim.

9.4 In any event no claim shall be brought unless you have notified us of the claim within 3 months of it arising.

9.5 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.

10. Notices

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, 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 fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

11. Law

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.

12. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

13. Refunds

Domain name registration and renewal is not refundable as once purchased the domain is owned by you.

14. Entire Agreement

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. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation that has not been made expressly in this Agreement.