

Squarehost Ltd – Terms and Conditions

These terms and conditions shall apply to the Agreement between Squarehost Limited of 7A, Avian Way, Salhouse Road, Norwich, NR7 9AR, United Kingdom ("SH") and, the individual or company applying for the provision of services by SH ("Customer"). It is hereby agreed that:

1. Definitions

In this Agreement, the following expressions shall have the following meanings:

"Clientware" means the equipment, cabling, systems and software provided by the Customer in connection with the Services i.e. for co-location;

"Commencement Date" means the date upon which SH confirms acceptance of the Customer's offer to pay for the Services in accordance with these terms and conditions;

"Confidential Information" information which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary;

"Contract" means a contract for the provision of the Services which arises from the acceptance by SH of an Order and which shall be on and subject to these terms and conditions;

"Domain Name Services" means the processing of Orders with the Relevant Naming Authority on the Customers' behalf and such additional services as may be agreed between the parties;

"Duration Period" is the period commencing on the Commencement Date and expiring on the date the Agreement is terminated in accordance with Clause 6 of these Conditions;

"Fees" the fees (including any VAT) due for the provision of the ;

"Hardware" means the equipment, cabling and systems provided by SH in connection with the Services;

"Hosting Services" means the website hosting services provided by SH;

"Inappropriate Material" material that under the laws of any jurisdiction where the material can be accessed is any of the following:- unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, is deemed Unacceptable Adult Material, profane, libellous, defamatory, breaches the rights (including without limit IPRs) of any third party, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code;

"Intellectual Property Rights" ("IPRs") copyrights, patents, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, knowhow, rights to confidence and other intellectual and industrial property rights in all parts of the world;

"SH Website" any Website or micro site trading under the SH name;

"Material" text, graphics, images, sound, video or any combination thereof;

"Netiquette" means generally accepted standards for use of the Internet such as but not limited to sending bulk unsolicited Email, mail bombing, misrepresenting the holding of third party authorisation and impersonating another person;

"Order" means the Customer's application for the Services. Customer indicates which Services it requires and its agreement to these terms and conditions governing such provision;

"Relevant Legislation" laws relating to data protection and any laws governing Inappropriate Material;

"Server" the computer server equipment operated by SH in connection with the provision of the Services;

"Services" the services identified in an Order to be provided by SH to Customer including without limitation Domain Name Services, Hosting Services, Servers, details of the requested Data Transfer, Hardware, Storage Space, Reports, Search Engine Optimisation and Software together with details of the Clientware pursuant to these terms and conditions and any others specified by SH on such Order;

"Software" means the computer software programs provided by SH in connection with the Services;

"Unacceptable Adult Material" includes any nudity, erotic images, sexually oriented material, or sexual themes;

"Website" a website on the World Wide Web;

"Web Design Services" means the completion of a web design package as specified on a quotation supplied by SH in accordance to the information supplied by the customer.

"Working Day" means a day other than a Saturday or Sunday on which the Clearing Banks in the United Kingdom are open to the public for the transaction of business;

"Working Hours" means 9am - 5.00pm on each Working Day.

2. Payment and Services

2.1 In consideration for the payment of the Fees calculated correctly in accordance with the prices sent by SH at the time of the completion of an Order by Customer or of placing of an Order by Customer by telephone, fax or post, SH agrees to provide the Services.

2.1.1 Domain names are registered for the period specified at the time of ordering, and are renewable by Customer on or before the end of the initial paid-for period, at the then current renewal rates, as published on SH Website from time to time, subject to Clauses 2.14, 10.3 and 10.16

2.1.2 Website hosting minimum period is 12 months. Pricing is available upon request.

2.1.3 Dedicated server/co-location minimum contract period is 12 months, at the rate specified by SH from time to time.

2.1.4 Where the Services are purchased with a monthly payment plan comprising of a set up fee, this fee is payable immediately. Where a long term contract is purchased, the set up fee is included within the total payment.

2.1.5 Where the Services purchased are based on a monthly payment plan and payment is made by credit card initially, the Customer expressly authorises SH to charge recurring billing as appropriate, until the Customer gives written notice otherwise to SH and the credit card company, or the Services end.

2.1.6 The volume of included data transfer is limited, depending on the chosen Services. The volume of data transfer is the sum of all transfers resulting from the Customer's Services. If the Customer exceeds this volume then SH reserves the right to make additional charges for usage above the limit. SH will endeavour to let the Customer know if its data transfer use exceeds the agreed level. The level is based on the average sum of all related SH's customers as outlined in Clause 15

2.2 The Customer agrees to make payment for the Services as follows:

by debit or credit card payment at the time of making the order or renewal; or

at SH's discretion payment may be made by cheque in Pounds Sterling for domain name registration/web hosting/dedicated servers/co-location if specially agreed beforehand. No Service will commence or be processed until full payment has cleared.

2.3 If Customer fails to pay any invoice which is due and payable under this Agreement, SH shall be entitled to charge interest on a daily basis on the overdue amount and on outstanding interest from the date of such failure until payment (until judgment) at an annual rate 8% above the Bank of England base rate.

2.4 Non-delivery or non-performance of services by any third party other than HILs' sub-contractors shall not give Customer any right to delay any payment to SH or to make any claim whatsoever against SH.

2.5 The Customer acknowledges that the provision of the Services is conditional on SH receiving payment of the Fees in full. In the event of non payment of Fees or suspected fraudulent activity in relation to payment of Fees by the Customer, SH reserves the right forthwith to withhold, suspend or cancel the Services without further obligation to Customer. Domain names, once registered, are unable to be cancelled or changed.

2.6 The terms of the Contract contain the whole agreement between SH and the Customer in relation to the Services, Hardware and Software detailed in the Order thereto. All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.

2.7 If the Customer requires any variations or additions to the Services, Hardware and/or Software or Clientware to those set out in an agreed Order then the parties may agree a new Order superseding the existing Order.

2.8 SH reserves the right at any time and from time to time to amend, improve or correct the Services, Software and/or Hardware (or any part thereof) provided that such modification does not materially affect them. This includes the right to substitute the Hardware with Hardware of similar specification, where necessary. SH shall endeavour to give the Customer reasonable notice of such modifications but this may not always be possible and SH shall not be liable to the Customer or to any third party for any such modification or any failure to give such notice.

2.9 Where Clientware is located at the property of SH or any associated group company, SH shall, upon arrangement of an appointment during Working Hours, allow the Customer reasonable access to the Clientware.

2.10 SH shall use its reasonable endeavours to provide the Services in accordance with the desired launch date however time of provision of the Services shall not be of the essence. SH shall notify the Customer when it has installed the Services and the Customer shall (as soon as reasonably practicable and in any event within 2 Working Days) review and assess the Services against the Agreed Service Levels set out in the Order. If the Customer reasonably considers that the Services do not meet the Agreed Service Levels then it shall immediately notify SH and provide details of the same. SH shall use its reasonable endeavours to rectify any failure of the Services to meet the Agreed Service Levels (except where such failure is due to the occurrence of any Suspension Event as defined below) as soon as reasonably practicable whereupon it shall notify the Customer which shall reassess the Services as above. If the Client does not notify SH within 2 Working Days of installation or (where SH rectifies the Services) notification of completion of rectification of the Services then the Customer shall be deemed to have accepted the Services and the Services shall be deemed to meet the Agreed Service Levels as at the date of installation or rectification.

2.11 SH reserves the right at its sole discretion to suspend the Services (temporarily or permanently) on the occurrence of any unscheduled maintenance or network failure or any of the following (each of the following shall be a "Suspension Events"): (i) Notified Maintenance; (ii) issue by any competent authority of an order which is binding on SH and which affects the Services; (iii) if the Customer fails to pay any amounts due under the Contract when they are due; (iv) if any events occur which would entitle SH to terminate the Contract; (v) the Data Transfer used by the Customer in relation to the Services exceeds the agreed level and SH determines in its sole discretion that such suspension is necessary to protect all and any Internet solutions provided by SH from time to time; or (vi) failure or deficiencies in the Clientware.

2.12 For the purposes of this Agreement, time of payment is of the essence.

2.13 All transactions are subject to UK VAT at the rate of 20%.

2.14 All prices may be increased subject to the base rate of inflation as calculated by the Bank of England. Customers will be given one months notice of any price changes.

3. Indemnity

3.1 Customer hereby agrees fully to indemnify, keep indemnified and hold harmless SH, its officers, employees, agents, sub-contractors and affiliated companies from and against any and all costs, claims, losses, damages and expenses (including, but not limited to, legal fees) sustained or incurred by SH or its any of its officers, employees, agents, sub-contractors or affiliated companies directly or indirectly and in any jurisdiction as a result of:

3.1.1 any breach of any of the warranties given by Customer in this Agreement;

3.1.2 otherwise howsoever arising out of the provision by SH of any Service hereunder unless on account of breach of contract or negligence by SH; and/or

3.1.3 any breach by Customer of any of its obligations in this Agreement.

4. Customer Authorisation and Obligations

4.1 Customer hereby appoints SH to act on its behalf in conjunction with the provision of the Services.

4.2 Customer acknowledges and accepts that to enable SH properly to provide the Services it must co-operate with SH as required by SH and, in particular:-

4.2.1 ensure that all its communication details which are provided to SH are at all times true, current, accurate and complete and the Customer shall promptly notify SH of any such alterations thereto from time to time and the Customer acknowledges that SH shall not be liable for any costs, damages or loss which the Customer may suffer or incur as a result of failure to notify such changes to SH.

4.2.2 obtain the consent of individuals whose personal data are to be held on a domain name register or are otherwise provided to SH.

4.3 The Customer agrees that it shall:

4.3.1 immediately notify SH if it becomes aware of any unauthorised use of all or any of the Services, Software, Clientware and/or Hardware;

4.3.2 not use the Services, Software, Clientware and/or Hardware or allow them to be used for any unlawful purpose or for the publication, linking to, issue or display of any Inappropriate Material whether under English law or regulation, the laws or regulations of the Customer country or any other place where the results of such purpose or such material can be accessed;

4.3.3 not use the Services, Software, Clientware and/or Hardware or allow them to be used for the publication, linking to, issue or display of any material which in the absolute discretion of SH may harm SH or any of its Customers or bring SH into disrepute or may call into question any action taken by SH on the Customer's behalf;

4.3.4 not use the Services, Software, Clientware and/or Hardware or allow them to be used in breach of good Netiquette practices;

4.3.5 remove or prevent access to any material which is hosted on any of the Hardware and/or Clientware and which causes or is likely to cause the Customer to be in breach of the Contract;

4.3.6 ensure that it has all necessary consents, permissions and licences to make use of the Services including without limit registration under the Data Protection Act 1984 and 1998;

4.3.7 not provide any technical or other information obtained from SH and/or relating to the Services, this Agreement or the Contract to any person, company, firm or government which the Customer knows or ought reasonably be aware may directly or indirectly lead to a breach of any English law or regulation;

4.3.8 not, in breach of good Netiquette practices, use any service provided by any third party (including without limit an Internet web site and/or Email) for the publication, linking to, issue or display of any material which refers to an Internet web site hosted by SH or any other services offered by SH from time to time;

4.3.9 ensure that all material or data hosted by SH on any web site operated by the Customer from time to time or communicated through such site or using the Clientware, Hardware and/or Software is checked for viruses and other harmful code;

4.3.10 be responsible for keeping regular back ups of all material and data hosted by SH on any web site operated by the Customer from time to time using the Clientware, Hardware and/or Software;

4.3.11 ensure that all passwords are at all times kept confidential, used properly and not disclosed to unauthorised

people and if the Customer has any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way or of any other breach of security then the Customer shall inform SH immediately;

4.3.12 be entirely liable for all activities conducted and charges incurred under its passwords whether authorised by it or not and the Customer acknowledges that SH shall not be liable for any loss of confidentiality or for any damages arising from the Customer to comply with these terms;

4.3.13 not use any part of the SH premises except as is reasonably necessary to inspect and maintain the Clientware and the Customer shall ensure that such part is kept in good condition and is returned to its original condition upon any termination of any contract for the provision of Services;

4.3.14 not, whilst present at any SH premises, do anything which may be dangerous, nuisance, inconvenience or disturb any SH personnel or other SH clients and the Customer shall abide by all health and safety and other policies as SH may notify to the Customer from time to time in relation to any such premises;

4.3.15 not use the Services in a manner which infringes a third party's copyright or other intellectual property rights of whatsoever nature;

4.3.16 not use the Services in any way that leads to a risk of or causes an excessive load on the server/network provided by SH in connection with the Services

4.4 The Customer acknowledges that in order to make proper use of the Services it should have a basic knowledge of how the Internet functions and what types of use are and are not acceptable. The Customer recognises that the use of the dedicated servers and the co-location Services requires an essential knowledge of matters such as, without limitation, system administration and the languages, software and protocols of the internet. The Customer acknowledges that SH shall have no obligation to: a) manipulate any material which the Customer wishes to and/or does post on any web site it operates or any communication which it issues or sends in connection with any of the Services; or b) validate or vet such material for usability, legality, content or correctness.

4.5 The Customer warrants, represents and undertakes that the use of the dedicated servers and the co-location Services requires the knowledge referred to in clause 4.4. and accepts that it is not the responsibility of SH to ensure that the Customer has such knowledge or to provide such knowledge or support or assistance and that any assistance that may be given is offered purely on a goodwill basis unless otherwise agreed in writing with SH.

5. SH Warranties and Liability

5.1 SH makes no warranties or representations that any Service will be uninterrupted or error-free. Customer accepts all Services provided hereunder "as is" without warranty of any kind.

5.2 All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) - excluding those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) - are hereby excluded in relation to each of the Services to be provided hereunder to the fullest extent permitted by law.

5.3 SH shall not be liable for any services or products to be supplied by any third party.

5.4 SH shall not be liable for any loss or damage of whatsoever nature suffered by Customer arising out of or in connection with any breach of this Agreement by Customer or any act, misrepresentation, error or omission made by or on behalf of Customer.

5.5 SH disclaims all liabilities in connection with the following :

5.5.1 loss of material uploaded;

5.5.2 incompatibility of the site with any of the Customer's equipment, software or telecommunications links;

5.5.3 technical problems including errors or interruptions of the site;

5.5.4 unsuitability, unreliability or inaccuracy of the site.

5.6 SH is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the Services, Hardware or Software caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the Customer whether or not beyond those already supplied.

5.7 Subject to Clauses 5.8 and 5.9 below, no matter how many claims are made and whatever the basis of such claims, SH's maximum aggregate liability to Customer under or in connection with this Agreement in respect of any direct loss whether such claim arises in contract or in tort shall not exceed a sum equal to the Fees paid by Customer pursuant hereto. Customer accepts that SH can not be responsible for any consequential losses under or in connection with this agreement.

5.8 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of SH, its employees or its sub-contractors.

6. Termination

6.1 SH may terminate this Agreement by notice in writing to Customer having immediate effect if:

6.1.1 Customer is in breach of any of its obligations under this Agreement;

6.1.2 Customer is a company and a resolution is passed for its winding up or a petition for its liquidation is presented; or

6.1.3 Customer is an individual and a petition for bankruptcy is presented against it; or

6.1.4 A receiver or liquidator (where Customer is a company) or (where Customer is an individual) a trustee in bankruptcy is appointed over it or any of its assets; or

6.1.5 Customer proposes or enters into any arrangement or composition with or for its creditors (including any voluntary arrangement).

6.2 In the event that any of the circumstances identified in Clause 6.1 arises, SH shall have the option to terminate this Agreement as regards all Services provided or to be provided or only as regards that Service or those Services in respect of which the breach is considered by SH to have been committed; and

6.3 In the event that any of the circumstances identified in Clause 6.1 arises, SH shall be entitled to retain any sums paid to it by Customer hereunder and recover any sums due to it pursuant hereto whether invoiced or not at the date of termination.

7. Confidentiality

7.1 Each of the parties agrees (subject to Clauses 7.2 and 7.3) not to:

7.1.1 disclose any Confidential Information received from the other party; or

7.1.2 make any use of any such Confidential Information other than for the purposes of performance of this Agreement.

7.2 Each party may disclose Confidential Information received from the other to its responsible employees,

consultants, sub-contractors or suppliers who need to receive the information in the course of performance of this Agreement.

7.3 The confidentiality obligations under Clause 7.1 shall not apply to any information which:

7.3.1 is or subsequently becomes available to the general public other than through a breach by the receiving party; or

7.3.2 is already known to the receiving party before disclosure by the disclosing party;

7.3.3 is developed through the independent efforts of the receiving party; or

7.3.4 the receiving party rightfully receives from a third party without restriction as to use.

8. Cancellation by Customer

8.1 Where a Customer is deemed to be a "consumer" for the purposes of the Consumer Protection (Distance Selling) Regulations 2000 or any re-enactment thereof, he/she has the right to cancel an order, within 7 days of placing the order, by giving notice in writing to SH, subject to the following provisions:

8.1.1 orders for registration of domain names may not be cancelled after the domain name has been registered with the appropriate registrar;

8.1.2 orders for renewal of domain names may not be cancelled after SH has submitted the renewal request to the appropriate registrar;

8.1.3 in the event of cancellation of a dedicated server/co-location Order by the Customer within 7 days of placing the Order, the Customer remains obliged to pay the set-up fee for the Services;

8.1.4 in the event of cancellation or termination by the Customer part way through the minimum contract period, the Customer remains obliged to pay for the Services for the entire minimum period under Clause 2.1.

9. General

9.1 Subject to Clause 9.2, this written Agreement together with the Schedules hereto and any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof. Nothing in this Clause 9.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.

9.2 No change, alteration or modification to this Agreement shall be valid unless in writing and signed on behalf of both parties hereto.

9.3 If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

9.4 The rights and obligations of Customer under this Agreement are personal to Customer and Customer undertakes that it shall not, without the prior written consent of SH, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

9.5 SH reserves the right to sub-contract any of the work required to fulfill its obligations hereunder.

9.6 The Customer agrees and acknowledges that domain names parked on the SH system will display a SH holding page and that said page may incorporate advertising banners from time to time.

9.7 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control as detailed in clause 17.

9.8 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.

9.9 Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.

9.10 Unless otherwise stated, all rates quoted are exclusive of value added tax at the standard rate.

9.11 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

10. Domain Name Registration

For all .uk domain name registrations you are entering into an agreement with Nominet UK, who administer the .uk namespace. Their terms and conditions can be found at <http://www.nominet.org.uk/go/terms>.

For all global domains you are entering into an agreement with OpenSRS a registrar accredited by ICANN (Internet Corporation for Assigned Names and Numbers) for domains e.g. under the top level domains "com", "net", "org", ".biz" and ".info". Their terms and conditions can be found at <https://opensrs.com/site/resources/agreements>.

10.1 Customer recognises and accepts that:

10.1.1 SH reserves the right to reject any request by a Customer to register any particular domain name or to discontinue processing such a request if SH considers such application might expose SH to legal or other proceedings.

10.2 Subject to Clause 12, the extent of SH's service in relation to the registration of domain names is:

10.2.1 to forward Customer's application to the appropriate Registry;

10.2.2 to provide administrative support in securing the registration;

10.2.3 to notify Customer of the outcome of the application.

10.3 Subject to using its reasonable endeavours to contact Customer prior to the domain name registration renewal date(s) at the e-mail address most recently provided by Customer pursuant to Clause 4.2.1, SH will have no involvement in, or responsibility for Customer's use or retention of a domain name once registered;

10.4 For the avoidance of doubt and in addition to the provisions of Clause 5 above, in no circumstances will SH be liable to Customer for any loss of profit, business or anticipated savings suffered by Customer on account of a failure to obtain or loss of a domain name;

10.5 SH makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful because domain name registries retain the right at their discretion to register or refuse to register a domain name applied for by SH on behalf of Customer;

10.6 Customer's use of the domain name once registered may be challenged by a third party; if so, or if any other dispute arises the procedures laid down by the relevant registry will apply and these may include the suspension or revocation of a Customer's application for a domain name or the registration of a domain name allocated to Customer to a third party and SH will have no responsibility or involvement in relation thereto;

10.7 It is the Customer's responsibility to pay any and all renewal charges to the relevant registry in respect of each domain name registered by SH on Customer's behalf;

10.8 Domain names are registered on a first come, first served basis;

10.9 The registration of a domain name does not confer any legal rights to a name or its use and any disputes between Customer and a third party are to be settled using normal legal methods. SH will not be drawn into any such argument or dispute in any circumstances;

10.10 An application for the registration of a domain name cannot be treated as having been successful until the Customer has been notified by SH in writing to this effect by E-Mail or otherwise.

10.11 SH will notify Customer as soon as is reasonably possible after the registration of a domain name has been effected and Customer shall be responsible for visiting SH's Website on receipt of such notification in order to verify that the domain name has been registered correctly and for notifying SH immediately if there is any error.

10.12 Customer is advised not to take any action in respect of a requested domain name until it has carried out its obligations under Clause 10.15 and satisfied itself that such domain name has been correctly registered.

10.13 The relevant domain name registry will include the names of the Customer and the administrative contact and other details relating to them. This information (if it refers to individuals) is 'personal data' for the purposes of data protection legislation. SH may allow other organisations and members of the public to access the data for the purpose of obtaining information about the registration of the domain name or any other related purpose. Changes to this data once it has been entered into the relevant registry will incur a £40.00 + VAT administration fee.

10.14 By releasing a domain name registered by SH to another server/host the Customer terminates this Agreement between SH and Customer and agrees to abide by the terms & conditions laid out by the receiving host/server. 10.15. Customer warrants to SH that:

10.15.1 all information provided by Customer to SH is true and correct, and that any additions or alterations thereto in the future will also be true and correct;

10.15.2 it has the legal right to apply for and use the domain name(s) as a Website and/or E-Mail address; and

10.15.3 the domain name(s) and its use as a Website and/or E-Mail address does not and will not infringe the Intellectual Property Rights or any other rights of a third party.

10.16 Customer acknowledges that the application process, registration and subsequent use of any domain name will be subject to the rules and policies from time to time of the relevant registry and Customer agrees to abide by all such rules and policies. Accordingly, Customer undertakes to read those rules and policies before applying for a domain name (copies are generally available from the relevant registry's Website and are available from SH by E-Mail or post on request).

10.17 If Customer's application for a particular domain name is rejected, SH will return to Customer any payments received in respect of that application.

10.18 The initial registration fee is to secure the domain name(s) and pay the relevant NIC bodies (e.g. Nominet) administration fees only, and does not include any form of web hosting.

11. Web Hosting (including web forwarding)

11.1 All Material which a Customer wishes to post on a Website will be in a condition which shall be "server-ready" and which requires no additional manipulation on the part of SH shall be under no obligation to validate such Material for content, correctness, legality or usability.

11.2 Customer recognises that using SH's Website hosting services requires a certain level of knowledge on Customer's part in the use of Internet languages, protocols and software. The following examples are offered:

11.2.1 Web Publishing: requires a knowledge of HTML, properly locating and linking documents, FTPing Web contents, graphics, sound, text, image mapping etc.

11.2.2 CGI scripts: requires a knowledge of the UNIX environment, Telnet, TAR and GUNZIP commands, Perl, CShell, permissions etc.

11.3. Customer warrants that it has the necessary knowledge referred to in Clause 11.2 above and acknowledges that it is not the responsibility of SH to provide such knowledge or to provide customer support unless otherwise agreed in writing with SH.

11.4 Customer acknowledges and accepts that it bears sole responsibility, legal and otherwise, for the content of all Material appearing on its Website. For the avoidance of doubt, this clause shall apply to all Material, whether posted on Customer's Website by or on behalf of Customer (whether by SH or a third party).

11.5 Customer warrants, represents and undertakes in relation to all Material that:

11.5.1 it is not Inappropriate Material;

11.5.2 Customer either has sole ownership of all Intellectual Property Rights in such Material in each jurisdiction from which the Website may be accessed and/or has obtained full and effective licence(s) from all relevant third parties allowing Customer or a third party acting on behalf of Customer to use the Material and to permit its dissemination worldwide;

11.6 Customer undertakes not to link to any Inappropriate Material from its Website.

11.7 SH shall retain the right at all times to refuse to post any Material and to suspend availability of the Website (including web forwarding), place a prominent notice on the Website where an allegation of defamation or Intellectual Property Right infringement is made by a third party or place a link on the Website to another Website containing the alleged version of events and/or to remove any Material already appearing on the Website which in the opinion of SH may under the laws of any jurisdiction from which it is possible to access the relevant Website :

11.7.1 constitutes or would if posted constitute Inappropriate Material;

11.7.2 breaches or would if posted breach Relevant Legislation or any other applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory); and/or

11.7.3 harms or would if posted harm the reputation of SH in any way.

11.8 SH's rights to suspend availability of Customer's Website and/or remove content under Clause 11.7 above shall be without prejudice to Customer's sole responsibility for content of the Website under Clause 11.4 and to the warranties given by Customer relating to that content in Clause 11.5.

11.9 Posting of Material by SH on the Website shall not under any circumstances constitute a waiver of any of its rights in relation to such Material or of its rights in relation to any breach of Customer's obligations under this Agreement.

11.10 Customer undertakes not to embark on any course of action, whether by use of its Website or any other means, which may cause a disproportionate level of Website activity without providing at least seven day's prior notice in writing to SH.

11.11 Customer acknowledges that all web hosting services will be covered by SH's Fair Use outlined under Clause 15.

12. Web Design / Development

Customer recognises and accepts that:

12.1 Submission of an order signifies the customer has entered into a binding contract with SH for design services.

This contract excludes any additional services the customer has purchased from SH in relation to domain name registration, hosting packages or dedicated servers unless specified.

12.2 Additional services requested after the order has been submitted, not included on the original order or not part of the original quotation detailed by SH will be quoted for as requested and charged for accordingly.

12.3 It is the customer's responsibility to give clear instructions to SH and all necessary information on the order.

The customer must ensure that all the information is complete and accurate. This includes all content and information to be included in the web site. Any changes to the specifications on the submitted order or to the content submitted prior to the completion of the design by SH may incur additional charges.

12.4 Customers will be required to pay a 50% non-refundable deposit for the work.

12.5 SH will only commence work on the customer's site once ALL the required content (both text and images) and a non-refundable deposit for the work have been received.

12.6 Once the design work has been completed in accordance with the agreed specification defined by SH and the customer or more than six months have passed since commencement of the service the customer will pay the remaining 50% of the design fee.

12.7 Any descriptions or illustrations contained in SH catalogues, brochures, leaflets, correspondence or on its web site are issued or published for the sole purpose of giving an approximate idea of the relevant projects and websites that we can create. They will not form part of the Contract.

12.8 If the customer wishes to cancel the web design service once the order form and 50% deposit have been accepted the web design service will be cancelled but the deposit will remain non-refundable unless otherwise stated by SH. Please note that cancellation of any part of the service is permissible at any time. Cancellation instructions should be submitted in writing to Squarehost Ltd, 7A Avian Way, Salhouse Road, Norwich, Norfolk, NR7 9AR. 12.9 SH will make reasonable efforts to ensure that details provided relating to website packages are adhered to,

but reserves the right to make minor alterations without notice to the customer where necessary, and this shall not constitute breach of the Contract.

12.10 Any modifications customers require after the finished web design is handed over to the customer must be made in writing or by email. Customers will incur a maintenance fee for any changes.

12.11 Invoices may include any fees or expenses that were authorised verbally in order to expedite a project. 12.12 SH shall not be held liable for any incidental or consequential damages which arise from the failure to perform any aspect of the project in a timely or acceptable manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of SH or a third party.

13. E-Mail Services (including E-Mail forwarding)

13.1 Customer undertakes that it will not (and will ensure that others under its control will not) via E-Mail:

13.1.1 transmit Inappropriate Material;

13.1.2 infringe the Intellectual Property Rights of any third party;

13.1.3 make use of the Server to an extent or in a manner which in SH's reasonable opinion is excessive, wasteful or otherwise to the detriment of SH, any of SH's customers or any other third party, including but not limited to:-

13.1.3.1 the transmission of spam E-Mail; or

13.1.3.2 the transmission of insulting criticism or remarks intended to incite anger.

13.2 When sending E-Mail, Customer acknowledges that it is responsible for complying with any Relevant Legislation.

13.3 Customer acknowledges that SH is not responsible for the security of the contents of E-Mail sent or received by Customer.

13.4 SH will use its reasonable endeavours to ensure that messages are routed accurately and promptly but does not accept any liability for non-receipt, non-delivery or misrouting of E-Mail or any other failure of the E-Mail system.

13.5 SH's policy is to respect the privacy of E-Mail messages sent, received forwarded or otherwise dealt with by it and Customer acknowledges that SH will therefore not monitor, edit or disclose the contents of such messages unless required to do so by law or competent authority or to protect SH's rights and/or position.

13.6 Customer acknowledges that all E-Mail services will be covered by SH's Fair Use outlined under Clause 15.

14. Dedicated/Co-Located Servers

14.1 SH will liaise with its customer and the data-centre where the dedicated or co-located server will be located.

14.1.1 While SH will be very selective over the data-centre it selects on the customer's behalf SH accepts no responsibility for the reliability of hardware, network or power.

14.1. Customer acknowledges and accepts that it is not only bound by SH's Terms and Conditions but that of its chosen service provider for servers.

14.1.2 Where the chosen service provider has a Service Level Agreement (SLA) in place and they fall below the agreement, SH will on the customer's behalf recover any refunds and pass on to the customer where available.

14.2 SH guarantees to its dedicated server clients that defective hardware will be replaced within 8 hours of signalling the problem via our telephone number or e-mail address, regardless of the time of day, and SH agreeing that the hardware has failed.

14.2.1 In case of hardware unavailability, a temporary server of similar specifications (if available) will be offered to the client.

14.3. Customer warrants that it has the necessary knowledge referred to in Clause 11.2 above and acknowledges that it is not the responsibility of SH to provide such knowledge or to provide customer support unless otherwise agreed in writing with SH.

14.4 Customer acknowledges and accepts that it bears sole responsibility, legal and otherwise, for the content of all Material appearing on its server. For the avoidance of doubt, this clause shall apply to all Material, whether posted on Customer's server by or on behalf of Customer (whether by SH or a third party).

14.5 Customer warrants, represents and undertakes in relation to all Material that:

14.5.1 it is not Inappropriate Material;

14.5.2 Customer either has sole ownership of all Intellectual Property Rights in such Material in each jurisdiction from which the server may be accessed and/or has obtained full and effective licence(s) from all relevant third parties allowing Customer or a third party acting on behalf of Customer to use the Material and to permit its dissemination worldwide;

14.6 Customer undertakes not to link to any Inappropriate Material from its server.

14.7 SH shall retain the right at all times to refuse to post any Material and to suspend availability of the server, place a prominent notice on the server where an allegation of defamation or Intellectual

Property Right infringement is made by a third party or place a link on the Website to another Website containing the alleged version of events and/or to remove any Material already appearing on the server which in the opinion of SH may under the laws of any jurisdiction from which it is possible to access the relevant server :

14.7.1 constitutes or would if posted constitute Inappropriate Material;

14.7.2 breaches or would if posted breach Relevant Legislation or any other applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory); and/or

14.7.3 harms or would if posted harm the reputation of SH in any way.

14.8 SH's rights to suspend availability of Customer's server and/or remove content under Clause 11.7 above shall be without prejudice to Customer's sole responsibility for content of the server under Clause 11.4 and to the warranties given by Customer relating to that content in Clause 11.5.

14.9 Posting of Material by SH on the server shall not under any circumstances constitute a waiver of any of its rights in relation to such Material or of its rights in relation to any breach of Customer's obligations under this Agreement.

15. Fair Use

15.1 All our web hosting and E-Mail services are covered by the following Fair Use Policy:

15.1.1 SH's Fair Use is based on average resources. If a customer is using in excess of 10% of the average resources then they will be deemed in breach of our Fair Use Policy. SH will not terminate services but will work with the customer to find a suitable replacement product.

15.1.2 Where a new product is required the customer's initial commitment will be moved onto the new product.

16. Intellectual property rights and licence agreement

16.1 All IPRs relating to the Services, Hardware and/or Software including without limit any Internet Protocol Addresses assigned to the Customer are and shall remain the property of SH reserves the right to change the Internet Protocol Address assigned to the Customer at any time, however SH shall endeavour to give reasonable notice of the change and shall use reasonable endeavours to reduce disruption to the Customer resulting from such changes.

16.2 Title to the Hardware and Software (both legal and equitable) is and shall at all times remain with SH and the Customer shall keep the Software and Hardware free of all liens, encumbrances and charges and protect it from any and all judicial process.

16.3 SH grants to the Customer a non-exclusive non-transferable licence to use the Software on the Hardware and/or Clientware and in conjunction with the Services and except as provided for in the Contract the Customer is not permitted to sub-licence any rights granted under the Contract to any third party. The Customer agrees that it will not itself, or through a third party:

16.3.1 copy the Software, except as is necessary to install on Hardware and for internal, archiving purposes. In the

event that the Client makes any copies of the Software, the Client shall reproduce all proprietary notices on such copies;

16.3.2 reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software;

16.3.3 sell, lease, license, transfer or sublicense the Software or associated documentation; or

16.3.4 write or develop any derivative or other software programs based, in whole or in part, upon the Software or any confidential information.

17. Risk and Title

17.1 The Customer acknowledges that the allocation of risk in any Equipment shall pass to the Customer.

17.2 The Customer acknowledges that with relation to dedicated servers SH shall retain ownership of the Equipment.

18. Disputes/Arbitration

18.1 In the event of any dispute over the quality of Service received the Client will inform the Managing Director in writing. The Managing Director will then undertake a full review of all complaints received and shall offer up a report within 4 weeks of receipt.

18.2 Any dispute arising out of or in connection with the contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English courts.

19. Force Majeure

19.1 If SH is prevented or delayed in or from performing any of its obligations under these terms and conditions or the Contract due to circumstances beyond its control such as but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, mechanical faults, general availability of the Internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency SH shall not be liable for this.

This Agreement does not affect your statutory rights.