

# WEB HOSTING ACCOUNTS: TERMS AND CONDITIONS OF USE

## General Terms

- We do not allow Adult, Warez, illegal MP3 Sites or IRC Bots.
- You may not store more data in your account than your allotted virtual server space.
- Your virtual hosting account (inc FTP access) is for your personal use only. You must not divulge the password to any other person, and you should take reasonable precautions to ensure that it is not discovered by other people.
- Data stored on our servers is not guaranteed to be backed up. You must keep an independent backup of all data stored on your virtual hosting account including web pages, data, emails and MySQL databases.
- You may not run server processes (eg. talkers/IRC Bots).
- You must not adversely impact performance or integrity of server resources that affect the server as a whole or other customers' websites. For example, this includes CGI scripts and MySQL data access.
- We shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services or data loss.
- When your account is closed, all files (including web pages, etc.) will be deleted.
- We reserve the right to cancel your account at any time without notice.
- We reserve the right to amend and update these Terms and Conditions at any time without notice.
- To protect your privacy we never distribute your name or e-mail address to any third parties.
- Users must not participate in any form of unsolicited emailing or spam.
- By logging into your account, or uploading files to it, you are indicating your acceptance of these Terms and Conditions.

## Contact Information and Communication

- Communications from IFA Systems Ltd to you, including invoices, will include email contact. You will be responsible for providing a contact email address to be used for this communication. It is your responsibility to notify us of any changes to this contact email address.
- We recommend providing an alternative email address where you can be contacted in case your account or the service is suspended or temporarily unavailable.

## Technical Support

- Technical support will be provided via telephone in the first instance, between the hours of 9am to 5pm Monday to Friday excluding Bank Holidays

## Refunds

- If you take out one of the yearly packages we expect you to commit for this period of time. If you cancel your account within your service period then IFA Systems Ltd will not make any refunds on any unused portions of your account. While we do not offer refunds for pro-rated service you have no obligation to continue using our service.

## The Control Panel

- Any attempt to use the Control Panel for purposes other than its intended use will result in your account being terminated.
- Any attempt to obtain the source code and internal functionality of the Control Panel will result in legal action.

## Bandwidth (Data Transfer)

- If your bandwidth reaches the point where it has an adverse affect on other clients we reserve the right to disable your site until you can reduce your bandwidth usage.
- Each virtual server includes a nominated amount of bandwidth, if you use more than this amount then you agree to pay for this bandwidth at a rate of 5p (five pence) per 1 MB per month.

## Web Pages

- Commercial use of web and ftp space is permitted.
- You will be responsible for the content of your pages, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law.
- You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your page(s).
- We reserve the right to remove material deemed inappropriate from your web pages, without prior notice. IFA Systems Ltd do not allow adult, warez or illegal MP3 web sites on their servers.

## Credit

- If your account/service is activated before payment is made then payment must be sent in full by return.
- If payment is not made in full within 14 days your account may be deactivated.

## **Legal Terms and Conditions**

### **Introduction**

IFA Systems Ltd use the services of Way to the Web Ltd as its agent to manage accounts on their dedicated server. Together we strive to offer all clients a reliable and excellent level of service. If you have any queries we would like to hear these. Please e-mail us at [info@ifa-systems.co.uk](mailto:info@ifa-systems.co.uk).

### **Definitions**

In these conditions, unless the context requires otherwise, the following words shall have the following meanings:

"Agent" means Way to the Web Ltd

"Client" or "you" means the person, firm or company that has requested any Services;

"Conditions" means the standard terms and conditions of sale set out herein;

"Contract" means any contract for the provision of the Services;

"IPRs" means any and all intellectual property rights including without limit any and all patents, design rights, database rights, copyright, know-how, moral rights, trade secrets, confidential information, trade marks, service marks, trade names and goodwill;

"IFA Systems Ltd " or "we" means IFA Systems Ltd;

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

"Server" means the computer servers used to provide the Service;

"Services" means any services supplied or to be supplied by IFA Systems Ltd (which may include without limit E-mail Forwarding, E-mail, POP accounts, e-commerce, Web Site Hosting, FTP access, Domain Name Registration) as described in the quote or acknowledgement of order issued by IFA Systems Ltd or as may be agreed from time to time; and

### **Acceptance of Terms**

- The Conditions set out the only terms on which IFA Systems Ltd is prepared to provide you with the Services. The Conditions shall apply to all Contracts and by using the Services you accept this. All other terms and conditions (other than those which are agreed in writing between us) are excluded to the fullest extent permitted by law. IFA Systems Ltd reserves the right to review and revise the Conditions from time to time without prior notice and, by using the Services subsequent to any revision of these Conditions, you agree to be bound by such changes.

### **Registration**

- Where appropriate, you agree to provide such information about yourself as requested by us and ensure that it is at all times true, current, accurate and complete. If it is not or we reasonably suspect it is not true, current, accurate and complete then we shall be entitled to terminate the Contract or suspend the Services until such time as we determine.

### **Security**

- You must inform us immediately if you have any reason to believe that any username or password has become known to someone not authorised to use it or if any username or password is being or is likely to be used in an unauthorised way or of any other breach of security.
- We are not liable for any loss of confidentiality or for any damages arising from your failure to comply with these terms. You will be entirely liable for all activities conducted and charges incurred under your username or password whether authorised by you or not.
- If you forget any username or password you should contact us and subject to you satisfying certain security checks you will be given a new password to enable you to use the Services.

### **The Services**

- The Services shall be as separately described in any material as IFA Systems Ltd provides to you from time to time. We reserve the right at any time and from time to time to amend, improve, correct, discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice and you agree that IFA Systems Ltd shall not be liable to you or to any third party for any such modification, suspension or discontinuance. We will restore the Service as soon as reasonably practicable after temporary suspension.
- Unless otherwise agreed in writing by IFA Systems Ltd, the minimum period for the provision of the Services is 12 months from date on which they are first made available to the Client (the "Initial Term") and shall continue thereafter for further periods of 12 months (each being a "Renewed Term") unless and until the Client serves at least one month's written notice on IFA Systems Ltd prior to the expiry of the Initial Term or a Renewal Term, such notice to expire at the end of such Initial or Renewed Term.
- IFA Systems Ltd shall be entitled to restrict bandwidth made available to the Client at any time in order to protect all and any Internet solutions provided by IFA Systems Ltd from time to time when necessary.
- IFA Systems Ltd shall use its reasonable endeavours to ensure that the Servers and the data contained therein are safeguarded from damage, accident, fire, theft and unauthorised use.

### **Registration of Domain Names**

- The following shall apply where the Services include or consist of domain name registration services:

i) The Client acknowledges that, whilst IFA Systems Ltd shall use its reasonable endeavours to successfully register the requested domain name, IFA Systems Ltd shall not be obliged to accept any request to register or continue to process any registration of a domain name.

ii) The obligations of IFA Systems Ltd and its agents in relation to domain name registration shall be limited to forwarding the application to the relevant naming authority, providing reasonable administration services in relation to the application and notifying the result of the application within a reasonable period after communication from the authority. IFA Systems Ltd will use reasonable endeavours to notify you of any renewal dates however IFA Systems Ltd accepts no liability for any use or retention of any domain name which is registered.

iii) IFA Systems Ltd makes no representations or warranties (expressed or implied) of any kind (and they are expressly disclaimed) with respect to availability or likelihood of successful registration of any domain name.

iv) The Client shall check the domain name as reported on any of the Company's documents sent to the Client, such as the invoice, customer information sheet or otherwise, is spelt correctly. In the event of any error, the Client should notify the Company promptly and in any event within 24 hours of receiving such document.

v) The Client shall at all times comply with the terms and conditions (from time to time subsisting) for the registration of domain names published by the relevant naming authority and generally to the terms and conditions of any such authority having similar force and to which the client may become subject as a result of services provided by IFA Systems Ltd. (For example, for .UK domain names see [Nominet](#); for international domains such as .COM and .ORG see [Joker](#).)

vi) IFA Systems Ltd and its agents may from time to time change the registrar that a domain is held with. The Client agrees to allow IFA Systems Ltd to do so as it sees fit and without notice.

vii) IFA Systems Ltd and its agents will provide domain name service and reasonable administration services in relation to the domain only if the domain points to a web hosting account with IFA Systems Ltd or is parked against IFA Systems Ltd's web servers, in which case the domain name registration renewal must be purchased from IFA Systems Ltd in order for this service to be provided.

viii) Any .UK domains hosted or parked against IFA Systems Ltd's web servers must be transferred to our agent's Nominet Tag (WTTW) or registered through them initially, and must be renewed through us.

#### **Obligations of the Client**

- The Client agrees that it shall:
  - i) immediately notify IFA Systems Ltd if it becomes aware of any unauthorised use of all or any of the Services and/or Servers;
  - ii) not use the Services and/or Servers for any unlawful purpose or for the publication, linking to, issue or display of any unlawful material (which shall include without limit any pirated software or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, harmful, defamatory or which breaches the rights (including without limit IPRs) of any third party or which is or encourages criminal acts or contains any virus, worm, trojan horse or other harmful code) whether under English law or regulation, the laws or regulations of the Client's country or any other place where the results of such purpose or such material can be accessed;
  - iii) not use the Services and/or Servers for the publication, linking to, issue or display of any material which in the absolute discretion of IFA Systems Ltd may harm IFA Systems Ltd or any of its clients or its agents or bring IFA Systems Ltd or its agents into disrepute or may call into question any action taken by IFA Systems Ltd or its agents on the Client's behalf;
  - iv) not use the Services and/or Servers in breach of good Netiquette practices;
  - v) 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;
  - vi) not provide any technical or other information obtained from IFA Systems Ltd and/or relating to the Services or the Contract to any person, company, firm or government which the Client knows or ought reasonably be aware may directly or indirectly lead to a breach of any English law or regulation;
  - vii) not, in breach of good Netiquette practices, use any service provided by any third party (including without limit an Internet web site and/or e-mail) for the publication, linking to, issue or display of any material which refers to an Internet web site hosted by IFA Systems Ltd or any other services offered by IFA Systems Ltd from time to time;
  - viii) ensure that all material or data hosted by IFA Systems Ltd on any web site operated by the Client from time to time or communicated through such site or using the Servers is checked for viruses and other harmful code;
  - ix) keep back ups of all data hosted by IFA Systems Ltd on any web site operated by the Client from time to time; and
  - x) promptly notify IFA Systems Ltd of any change to its communication address (including email address) and the Client acknowledges that IFA Systems Ltd shall not be liable for any costs, damages or loss which the Client may suffer or incur as a result of failure to notify such changes to IFA Systems Ltd.
- The Client 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 Client acknowledges that IFA Systems Ltd shall have no obligation to:
  - a) manipulate any material which the Client wishes 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.

#### **Price**

- The current price payable for the Services shall be as quoted at the time you request us to provide any of the Services. The price is non-refundable. IFA Systems Ltd shall be entitled to vary its prices from time to time however we shall give you at least one month's notice of such increase and if you are not satisfied with such increase then you will be entitled to terminate the Contract by giving us written notice within one month of the date of the variation notice failing which you shall be deemed to have agreed to the variation.
- The price covers permitted bandwidth (monthly transfer limit) as stated on the Site. If you exceed this limit then IFA Systems Ltd reserves the right to make additional charges for usage above the limit at the prevailing charge rate as stated on the Site. We will endeavour to let you know if your bandwidth use exceeds the agreed level however it is your responsibility to monitor the bandwidth being used by you from time to time via your online Control Panel.
- If, for any reason, there is contention relating to payment for our services, IFA Systems Ltd reserves the right, in any case, to charge an administration fee of £40+VAT to cover costs.

#### **Payment**

- The price and all other amounts due under the Contract shall be paid by the Client by the due date and in the currency as specified in IFA Systems Ltd's invoice. Payment shall only be deemed received by IFA Systems Ltd upon receipt of cleared funds. Payment shall be made in full without any abatement, set off or deduction on any goods.
- Where the Services include or consist of registration of domain name services, payment must be made in advance.
- It is of the essence of the Contract that the Contract price and all other amounts due from the Client under the Contract are paid on time. You shall be responsible for any and all expenses incurred by IFA Systems Ltd in recovering overdue amounts.
- Failure to settle all amounts within 7 days of the due date may result in withholding of further Services and/or suspension of existing Services. Failure to settle all amounts within 14 days of the due date may result in the deletion of the hosting account (including any email and/or web pages stored on the server). Re-creation of deleted hosting accounts will incur a fee of £35 plus VAT.

#### **Intellectual Property**

- All IPRs relating to the Services provided by IFA Systems Ltd and its agents are and shall remain the property of IFA Systems Ltd and its agents. Except as expressly provided below, nothing contained in these terms of use or on the Site shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other IPRs.

#### **Indemnity**

- The Client agrees to fully indemnify and keep IFA Systems Ltd, its subsidiaries, affiliates, officers, partners, employees and agents fully indemnified from and against all actions, demands, costs (on a fully indemnity basis), losses, penalties, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever arising from your breach of the Contract, your use or misuse of the Services, any claims by third parties as to ownership or other rights to use a Domain Name where one has been registered by or transferred to IFA Systems Ltd at your request or arising in any way by the Client infringing (whether innocently or knowingly) third party rights (including without limit intellectual property rights).

#### **Disclaimer**

- Nothing in the Contract or these Conditions shall exclude or limit the liability of IFA Systems Ltd for death or personal injury resulting from its negligence or fraudulent misrepresentation nor affect the statutory rights of consumers.
- To the fullest extent permitted by law the Site and its contents is provided by IFA Systems Ltd on an "as is" and "as available" basis and no representations or warranties (expressed or implied) of any kind are made (and they are expressly disclaimed) with respect to the Services, the Site or its contents including, without limit, warranties of merchantability and fitness for a particular purpose. Further, IFA Systems Ltd does not represent or warrant that: (i) the Services will meet your requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; (iii) any results obtained from using the Services will be accurate, complete or current.

- You acknowledge that the allocation of risk in this contract reflects the price paid for the Services and that it is not within the control of IFA Systems Ltd how or for what purposes the Services are used. If any exclusion in this license is held to be invalid and IFA Systems Ltd becomes liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by you for the Services.
- IFA Systems Ltd shall have no liability to the Client for any loss arising from any material, data or instructions supplied whether digitally or otherwise by the Client or on its behalf which is incomplete, inaccurate, illegible, out of sequence or in the wrong form or arising from late arrival or non-arrival or any other fault by the Client or on its behalf.
- IFA Systems Ltd is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the Services caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the Client whether or not beyond the Services already supplied. IFA Systems Ltd reserves the right to raise additional charges for any work so arising.
- If any Services are or become unavailable then IFA Systems Ltd will use reasonable endeavours to repair and reinstate the service within 24 hours of detection depending on the severity of the failure. If failure is caused by the Client or any agent of the Client to whom access to Servers was given then the Client shall pay all costs to reinstate and/or repair the Server. Where such unavailability is due to the negligent failure of IFA Systems Ltd to deal with circumstances within its control and is for more than a total of 24 hours in any 30 day period or for any 6 consecutive hour period then IFA Systems Ltd will at its discretion either pay to you compensation limited to a refund of the fee paid by you for the unavailable Services or provide you with a credit up to the same amount.
- Neither IFA Systems Ltd nor anyone else who has been involved in the creation, production or supply of the Services shall be liable to the Client or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with the Contract or the Services for any:
  - (i) economic loss of any kind whatsoever, or
  - (ii) loss of profit, business contracts, revenues or anticipated savings, or
  - (iii) damage to the Client's reputation or goodwill, or
  - (iv) loss resulting from any claim made by any third party, or
  - (v) special, indirect or consequential loss or damage of any nature whatsoever, and the Client shall indemnify IFA Systems Ltd from and against any claim which may be made against IFA Systems Ltd in respect thereof. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to you.
- If IFA Systems Ltd or its agents is prevented or delayed in or from performing any of its obligations under the 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, general availability of the Internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency IFA Systems Ltd shall not be liable for this.

#### **Confidentiality**

- All confidential information of either party or of any of its customers disclosed to or discovered by the other as a result of the provision of the Services shall be regarded as disclosed in confidence and shall only be used in connection with the performance of its obligations under the Contract and not be passed on to third party and/or in any way be made use of at any time either during or after the termination of the Contract save with consent of the other or which comes into the public domain (otherwise than through the unauthorised disclosure by the other).
- The Client shall promptly notify IFA Systems Ltd if it becomes aware of a breach of confidence in relation to the Services and/or the Contract and shall give IFA Systems Ltd all reasonable assistance in connection with any proceedings IFA Systems Ltd may institute against a third party at IFA Systems Ltd's expense.

#### **Privacy**

- The information you provide to us will be stored on computer. We are committed to protecting your privacy. We and any of our associated companies may use the information you provide us to provide a more personalised service and to tell you about changes in our and their service or any new services which we think you will find valuable. If you object to any of these uses at any time, then please inform us by writing to IFA Systems Ltd at info@ifa-systems.co.uk. We may also use such information where and to the extent of any requirement to comply with any applicable law, legal process or to enforce any of these Conditions.
- We will not monitor, edit or disclose the contents of any private communications transmitted via the Servers unless required to do so by law or in the good faith belief that such action is necessary to conform or comply with applicable law, to protect and defend the rights and/or property of IFA Systems Ltd or to protect the personal safety of any of our clients or the public.

#### **Termination**

- The Contract may be terminated:
  - i) immediately by IFA Systems Ltd if the Client fails to pay any sums due hereunder within 14 days of their due date;
  - ii) immediately by either party to the other if the other commits any material breach of any these conditions and which (in the case of a breach capable of being remedied) has not been remedied within a reasonable time period as may be specified in a formal request in writing or by electronic e-mail to remedy the same;
  - iii) immediately by written notice from IFA Systems Ltd if the Client commits any material breach of any these conditions which may impact the Services or Servers of IFA Systems Ltd or the ability of IFA Systems Ltd to provide the services;
  - iv) immediately by either party if the other shall convene a meeting with its creditors or if a proposal shall be made for a voluntary arrangement within part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme of arrangement with (or the assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee receiver or administrative receiver or similar officer is appointed in respect of all or any of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or any other steps are taken for the winding up or the making of an administrative order (otherwise than for the purposes of a solvent amalgamation or reconstruction).
- In the event that IFA Systems Ltd is entitled to terminate the Contract for any reason then it shall in the alternative at its sole discretion be entitled to suspend the Services for such period as IFA Systems Ltd shall determine.
- Upon termination or expiry of the Contract all amounts payable by the Client to IFA Systems Ltd shall become immediately due and IFA Systems Ltd shall be entitled to immediately cease the provision of the Services.

#### **Foreign Jurisdictions**

- Our services are intended mainly for UK-based trading organisations and individuals. The Site may contain references or cross references to services that are not available in every country. We do not represent that all Services and content, materials and services on the Site are appropriate or available for use in all geographic locations, and accessing such from certain locations may be illegal and prohibited. Your access to the content, materials and services from such locations is at your own initiative and we are not responsible for your compliance with local laws or other applicable laws. You will not access the foregoing if prohibited by law.
- Any translation of these Conditions into a language other than English is for the convenience of the Client only and it is agreed that the English language version of these Conditions shall be relied on by the parties and shall prevail in the event of any differences.

**Miscellaneous**

- Any failure or delay by either party in exercising any rights or remedy will not constitute a waiver.
- Any notice or other communication to be given by a party under this Agreement must be in writing and must be given by delivery at or sending by first class post or by E-mail or facsimile transmission to the last known postal, E-mail address or relevant telecommunications number of the other party. Notices shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was despatched. A notice shall have been effect from the sooner of its actual or deemed receipt by the addressee.
- Any termination of this Agreement shall be without prejudice to any other rights or remedies which a party may be entitled to hereunder or at law and shall not effect any previous rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into continue in force upon or after such termination.
- If any provision of these Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the provision shall be deemed to be severable from the remaining provisions and shall not affect their validity or enforceability.
- Your use of the Contract will be governed by English Law and will be deemed to have occurred and been made in England. If you have any disputes with us or any other aspect of the Site then these will be exclusively resolved in the English Courts.
- The Client shall not share, re-sell or attempt to share or re-sell the Services, transfer or attempt to transfer this Contract or permit any third party to use and/or access any of the Services for any purpose without prior consent of IFA Systems Ltd.

IFA Systems Ltd  
July 2005

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