



DP Media Solutions Ltd("THE COMPANY")

82 Windsor Way, Broughton, North Lincolnshire DN20 0EL

Website Hosting Terms & Conditions

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Notice

All Users of services provided by DP Media Solutions Ltd, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

NOTE: Pornography and sex-related merchandising are PROHIBITED on any DP Media Solutions Ltd servers.

NOTE: Warez or Illegal Files of any kind are PROHIBITED on any DP Media Solutions Ltd server wired or wireless network.

NOTE: Spamming, phishing, or the sending of unsolicited email, from a DP Media Solutions Ltd server or using an email address that is maintained on a DP Media Solutions Ltd machine is STRICTLY PROHIBITED.

This Agreement is made between you and DP Media Solutions Ltd.

1. Definitions

"Services" means domain name registration, web site hosting, email, FTP, online storage, database facilities 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.

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 to register 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;

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2.4 We shall not release / transfer any domain name unless the Company / Person (s) concerned have cleared any outstanding account with DP Media Solutions Ltd. This does not include payments not yet due on any credit facility DP Media Solutions Ltd may give subject to status.

3. Website Hosting & 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 or permit any other person to do so;

3.3.2 you will not post, link to or transmit

- (a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;
- (b) any material containing a virus or other hostile computer program;
- (c) 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 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;

3.4 You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers;

3.5 You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and a secure manner;

3.6 In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years;

3.7 Any access to other networks connected to DP Media Solutions Ltd must comply with the rules appropriate for those other networks.

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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. Reseller Terms & Conditions

4.1 If you are or become a reseller of our Services you will continue to be bound by these terms and conditions; you will be responsible for ensuring that your customers are bound by terms and conditions that adequately reflect and give effect to these;

4.2 You shall not incur or purport to incur on our behalf any liability nor in any way pledge or purport to pledge our credit or to make any contract binding on us;

4.3 No default by your customers shall in any way affect, modify or limit your obligations under this Agreement;

5. Service Availability

5.1 We shall use our reasonable endeavours 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 down-time of the Server;

5.2 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 30 days you will be notified of the reason;

5.3 The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you. No more than one log-in session under any one account may be used at any time by you. 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 log-in 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;

5.4 All Telephone calls may be recorded for both training and security reasons. If you are unhappy with this please make you feelings clear at the beginning of the call.

6. Scheduled Maintenance

6.1 To guarantee optimal performance on the servers, it is necessary for DP Media Solutions Ltd to perform routine maintenance. Such maintenance occasionally requires taking DP Media Solutions Ltd servers off-line.

DP Media Solutions Ltd accepts no liability for business interruption or loss of income during this period of downtime.

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6.2 Where possible, you will be notified in advance of any maintenance taking place where downtime is required.

7. Payment

7.1 All payments 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 £25;

7.2 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. Charges are exclusive of 'Value Added Tax' which shall be paid additionally by you at the rate prescribed by law on submission by us of a proper VAT invoice;

7.3 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;

7.4 You may be liable for a reconnection charge of £75 if your website is disconnected due to late payment or renewal;

7.5 Any sum not paid on or before the due date may, at our discretion, be liable to a 3% surcharge per calendar month.

8. Intellectual Property Rights

8.1 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;

9. Indemnity

9.1 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;

10. Termination

Without in any way limiting our rights under sub clause 5.3

10.1 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;

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10.2 if you break any of these terms and conditions and you fail to correct the breach within thirty (30) days following written notice from us specifying the breach, we may terminate this Agreement forthwith upon written notice;

10.3 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;

10.4 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;

10.5 should you wish to terminate your hosting with us we require 28 days' notice which will come in to effect from the point at which we acknowledge receipt of your termination notice;

11. Limitation of Liability

11.1 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 10.2;

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

11.3 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 which are the subject of any such claim;

11.4 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising;

11.5 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;

12. Notices

12.1 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

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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;

13. Law

13.1 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.

14. Headings

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

15. Entire Agreement

15.1 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 which has not been made expressly in this Agreement.

16. Disclaimers and Warranties

16.1 DP Media Solutions Ltd does not back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, DP Media Solutions Ltd cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by DP Media Solutions Ltd and its employees.

16.2 DP Media Solutions Ltd makes no warranties or representations that any service will be uninterrupted or error-free. You accept all services provided hereunder "as is" without warranty of any kind.

16.3 All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, 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.

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DP Media Solutions Ltd shall not be liable for any services or products to be supplied by any third party.

16.4 DP Media Solutions Ltd shall not be liable for any loss or damage of whatsoever nature suffered by you arising out of or in connection with any breach of this Agreement by you or any act, misrepresentation, error or omission made by you or on your behalf.

16.5 DP Media Solutions Ltd will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by you or for any wasted management time or failure to make anticipated savings or liability you incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

16.6 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of DP Media Solutions Ltd, its employees or its sub-contractors. DP Media Solutions Ltd shall not be liable for any interruptions to the services or outages arising directly or indirectly from:-

- I. interruptions to the flow of data to or from the internet;
- II. changes, updates or repairs to the network or software which it uses as a platform to provide the services;
- III. the effects of the failure or interruption of services provided by third parties;
- IV. factors outside of DP Media Solutions Ltd' reasonable control;
- V. Your actions or omissions (including, without limitation, breach of Your obligations set out in the Agreement) or those of any third parties;
- VI. Problems with Your equipment and/or third party equipment;
- VII. Interruptions to the services requested by You.

Please Note: By signing up to any of our services, you agree to be bound by all of DP Media Solutions Ltd terms & conditions.