

# Website hosting

## Terms & Conditions



### 1. The Agreement

1.1. Throughout these Terms and Conditions, the following expressions will be deemed to have the following meanings, unless inconsistent with the context.

**Our, Ourselves, Us, We;** Baa Baa Design Ltd.

**You, Your, Yourself;** You, our client, with whom we are trading and entering into this agreement with.

**User;** Anyone using the services we have provided to you, including visitors to your website.

**Minor;** Any user of the internet who is under the age of 18, or under the age of legal consent in their own country, whichever is the older of the two.

**Specification;** The capabilities and allowance limits of the Services that you have ordered.

**Service;** Any goods, services or products sold or provided by us, including but not limited to shared web hosting accounts and reseller web hosting accounts.

**Term;** The length of time the services have been ordered for. This may be a single calendar month, a 12 calendar month period or any other length of time, and is chosen during ordering.

**Software;** Any software we license to you for use with our services whether pre-installed on the web server or for use on a personal computer.

**Confidential Information;** Any usernames, passwords, trade secrets, procedures, objectives, methods, product information, prices, designs, customer lists, marketing opportunities, associations, dealings, strategies, knowledge and/or other business critical information belonging to you or us.

1.2. These Terms and Conditions should be interpreted as follows:

1.2.1. References to the singular include the plural and vice versa.

1.2.2. References to any gender include the other gender.

1.2.3. The headings in these Terms and Conditions are provided for ease of reference only.

1.3. These Terms and Conditions take the place of all previous negotiations, understandings and representations.

1.4. If **we** fail to exercise a right which arises under these Terms and Conditions such failure should not prevent **us** from exercising that right or that of any other incident.

1.5. A waiver of any breach or provision of these Terms and Conditions shall only be effective if made in writing or by email.

1.6. **You** may not assign or transfer any part of these Terms and Conditions without first obtaining **our** consent in writing or by email.

1.7. If any section or clause of these Terms and Conditions is declared void or unenforceable for any reason by any judicial or other competent authority, you agree that we reserve the right to remove that section or clause, leaving the remainder of these Terms and Conditions in full force and effect.

1.8. This agreement is governed by English Law.

### 2. Our Services

2.1. **We** will;

2.1.1. Setup **your** account after:

2.1.1.1. **We** have received payment.

2.1.1.2. **We** and/or **our** payment partners have screened **your** order for fraud.

2.1.2. Provide the **services** for the **term** ordered.

2.1.3. Renew the services for another term:

2.1.3.1. For shared hosting customers, once payment for the next **term** is received in full, cleared funds.

2.2. **We** may contact **you** at any time;

2.2.1. To verify **your** identity, especially in cases of high value or high-risk transactions. **We** reserve the right to use any appropriate method for this, including **your** postal address and landline telephone number.

2.2.2. Regarding the smooth running of **your** account. **We** will normally use the primary email address on file for this purpose.

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### 3. Your Rights and Obligations

3.1. **You** warrant that **you** have the full power and authority to enter into this agreement.

3.2. **You** agree that **you** shall ensure:

3.2.1. All **services** provided by **us** are only be used for lawful purposes.

3.2.2. **You** will not display any material that is unlawful for **minors** to view in both this country and **your** own country unless **you** first obtain written permission from us. This applies even in situations where age checks have been applied.

3.2.3. **You** will not display any material that could be judged to be morally inappropriate or morally unacceptable for **minors** to view, or could be potentially harmful if viewed by **minors**, unless it is clearly marked as such prior to being displayed, and labelled accordingly with an ICRA (Internet Content Rating Association; www.icra.org) rating, or similar approved internet content labelling system. In cases of disputes **our** decision is final. Access to such content must be governed by an acceptable age verification process.

3.2.4. All **services** provided by **us** must not be used for any activity that in **our** opinion may harm **us** or bring **us** into disrepute.

3.2.5. **Your** account and access to any area of **our website** requiring **you** to login are always protected with a secure password (using a mixture of uppercase and lowercase letters, numbers and symbols where allowed), and the password is properly guarded and not disclosed to any other third party except as per clause 5.

3.2.6. **Your** scripts and programs installed in **your** account are secure. This includes file and directory permissions.

3.2.7. That **you** comply with **your** obligations under the Data Protection Act 1998.

3.2.8. That **you** comply with **your** obligations under UK law.

3.3. **You** agree that **you** shall:

3.3.1. Immediately notify **us** if **you** become aware of any unauthorised use of our services.

3.3.2. Be entirely responsible and liable for all activities conducted using the **service**.

3.3.3. Comply with **our** reasonable instructions, guidelines and directions about the use of the **services**.

3.3.4. Regularly check and comply with any announcements that **we** post on **our website** announcement system.

3.3.5. Comply with any licence **terms** of any third party **software we** licence to you.

3.4. **You** agree that **you** shall not:

3.4.1. Copy the **software**, except as is necessary for internal archiving purposes.

3.4.2. Reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the **software** except as permitted by law.

3.4.3. Sell, lease, license, sub licence or transfer the **software** or any associated documentation.

3.4.4. Write or develop any derivative or other **software** programmes based, in whole or in part upon the **software** or any of **our confidential information**.

3.5. **You** have no rights to:

3.5.1. Physical access to the server.

3.5.2. Physical access to the data centre, with regards to this server.

3.5.3. Ownership of the server or any server resources. **We** shall retain ownership of the server at all times.

3.5.4. Use the **services** as security for any loan or allow it to become subject to any similar third party rights.

3.5.5. Sell, deal, transfer or otherwise make available the **software** or the **services** to any third party for any purposes unless we have previously agreed with **you** in writing or by email, except as per section 8.

3.5.6. Any intellectual property rights in the **services** or the **software**.

3.6. It is **your** responsibility to provide **us** with, and to keep **our** records up to date with:

3.6.1. A valid email address, at a domain not hosted on **our** servers.

3.6.2. A valid landline telephone number.

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3.6.3. A valid contact postal address.

3.7. **We** will not tolerate **our services** being used for any instances of the following and failure to comply will result in immediate account suspension, certain violations will be reported to the appropriate authorities:

3.7.1. Sending of unsolicited e-mail (spam).

3.7.2. Sites advertised via unsolicited e-mail/spam (spamadvertised).

3.7.3. Proxy scripts or anonymisers.

3.7.4. IRC Bots.

3.7.5. Warez sites.

3.7.6. Pirated software and files.

3.7.7. Image only sites (with no HTML mark-up).

3.7.8. Escrow, financial investment sites or pyramid schemes.

3.7.9. Lottery or gambling sites.

3.7.10. Hate sites or any material that is or encourages criminal acts.

3.7.11. Hacker focused sites, programs and archives.

3.7.12. Copyright material belonging to others.

3.7.13. Pornography (images or text), adult e-commerce and all other adult rated/adult natured content.

3.7.14. Threatening, malicious, harmful, abusive, defamatory, obscene or offensive material.

3.7.15. Any material that breaches the rights (including intellectual property rights) of any third party.

3.7.16. Material that contains any virus, worm, Trojan horse or any other harmful code.

3.7.17. Use of an IMAP account as a virtual drive, for example storing files as attachments.

3.7.18. Links to, frames or displays of any of the items listed in clauses 3.7.1 to 3.7.18 inclusive.

## 4. Suspension and Termination

4.1. **We** reserve the right to immediately suspend **your** account for failure to comply with these Terms and Conditions.

**We** will notify **you** via email of the suspension and **our** reasons within 48 hours. **We** will only unsuspend **your** account once **you** have satisfactorily proved the reasons given have been remedied.

4.2. **We** reserve the right to require changes to be made as necessary to any web site, account, database, script or any other component that does not comply with these Terms and Conditions. **We** also reserve the right to disable or to make any such modifications **ourselves** where **we** deem the event to be of an urgent nature.

4.3. If any information provided by **you** is later proved to be false, and **we** deem in **our** sole opinion that **you** deliberately mislead **us**, **your** account will be terminated immediately.

4.4. **We** reserve the right to terminate **your** account at any time, for any breach of these Terms and Conditions.

5.1. **You** agree that **you** shall not:

. Use more than 25% or more of the server's system resources for longer than 60 seconds. This includes but is not limited to HTTP, MySQL, FTP, POP and SMTP.

. Run any type of interactive real-time chat applications that require server resources, unless externally hosted.

. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCd.

. Run any software that interfaces with an IRC (Internet Relay Chat) network.

Run any bit torrent application, tracker or client.

. Participate in any file sharing or peer to peer activities.

. Run any gaming servers such as counter-strike, half-life, battlefield1492, etc.

. Run any cron entries with intervals of less than 15 minutes without prior written permission.

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### 6. Prevention of Data Loss

6.1. **We** perform nightly backups of the server, which **we** can use to restore the whole server in the unlikely event of an entire server issue.

6.2. Certain hosting plans and packages offer off-network backups. **We** will aim to perform these nightly and store these on a secure web server on a separate network in a different data centre. **You** may at any time request restoration of **your** account, back to the date of the backup, and **we** will do **our** utmost to honour this. **We** may charge a fee for subsequent restorations in the same calendar month. **You** agree that **you** shall not hold us liable for any loss whatsoever due to failed backups or failure to restore an account in a timely manner.

6.3. **You** agree that **you** shall be solely responsible for **your** own files and data residing on **our** servers. **You** agree to maintain additional backups as you deem necessary.

### 8. Domain Names

8.1. For domain name orders:

8.1.1. It is **your** responsibility to ensure that **you** enter the correct domain name at the point of order. **We** cannot amend any domain name once it has been registered.

8.1.2. It is **your** responsibility to ensure **you** provide **us** with the correct details for the registrant at the point of order.

8.1.3. **You** agree to accept and comply with the applicable Terms and Conditions of the Registry/governing body for each of your domain names registered by **us** or transferred to **us**.

8.1.4. **We** will not automatically renew **your** domain name upon expiration. **We** will raise an invoice in **your** account, in our billing system, 60 days prior to the expiry date. **We** will renew the domain within 48 hours of receipt of payment for this invoice.

8.2. For domain name transfers:

8.2.1. No administration fee will be charged for a transfer in or out of a domain name, except as per section 10. However, any customer who has had any of their **services** terminated due to a breach of these Terms and Condition will be charged

an administration fee for the release of any of their domain names.

8.2.2. Transfers in of certain domain names will not be accepted unless you agree to renew the domain at the point of transfer.

8.3. It is not necessary to transfer a domain name to **us** in order to use **our services**. Domain names may be registered via a third party and pointed to **our services**.

8 name, with **your** details as supplied at the point of order.

### 9. Indemnification and Liability

9.1. **You** agree that **you** shall defend, indemnify, save and hold **us** harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against **us**, **our** agents, **our** customers and **our** employees, that may arise or result from any **service** provided, performed, agreed to be performed or any product sold by **you**, **your** agents, **your** employees or **your** assigns. This is on a full indemnity basis and this includes but is not limited to:

9.1.1. Any injury to person or property caused by any products sold or otherwise distributed in connection with **us**.

9.1.2. Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party.

9.1.3. Any defective products sold to **your** customers from **our** server.

9.1.4. **Your** breach of any part of these Terms and Conditions.

9.1.5. Any negligence, omission, misuse or error on **your** part.

9.1.6. The operation, breakdown or malfunction of any equipment owned or used by **you** excluding the server and the **software**.

9.1.7. **Your** use of the server and/or the **software**.

9.2. **We** shall not be held liable for any of the following types of loss, whether direct, indirect or consequential. This includes cases where **we** have been notified that **you** will incur such losses:

9.2.1. Financial loss, including loss of profits, earnings, business, goodwill and business interruption.

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9.2.2. Expected or incidental losses, loss of expected savings, loss of sales, failure to reduce a bad debt, reduction of the value of an asset.

9.3. **You** agree that **we** will not be held liable for any delay or failure in the performance of **our** obligations under these Terms and Conditions caused by event outside our reasonable control.

### 10. Confidentiality

10.1. **You** and **we** agree that both shall:

10.1.1. Keep all **confidential information** strictly confidential and not disclose any part of it to any person except as permitted by or as required for the recipient's obligations to these Terms and Conditions.

10.1.2. Take all reasonable steps necessary to restrict unauthorised access to any **confidential information**.

10.1.3. Not use any **confidential information** for any purpose other than those listed in these Terms and Conditions.

10.1.4. Only disclose the **confidential information** to employees, contractors and associates who require this information to ensure adherence to the obligations of these Terms and Conditions. Usernames and passwords allowing access to the **services** may be disclosed, at **your** own risk, to employees, contractors and associates who require this information to conduct your business on **your** behalf.

10.1.5. Ensure any party to whom **confidential information** has been disclosed as set out in clause 5 is under the same obligation of confidentiality as per these Terms and Conditions, with reference to the restriction set out in this confidentiality section.

10.2. **You** agree that disclosures of **confidential information** to authorities of the law shall always be granted upon request.

### 11. Disclaimer

11.1. **We** will not be responsible for any damages that **you** or **your** business may suffer.

11.2. **We** make no warranties of any kind, expressed or implied for the **services we** provide.

11.3. **We** disclaim any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all **service** interruptions caused by **us**, **our** employees or any other party.