



WEB HOSTING SERVICES

Terms & Policy

This Agreement between the parties shall remain in effect between the parties unless otherwise cancelled or modified by either party in accordance with the terms and conditions set forth herein. IT Computer Systems Ltd (ITCS) refers to IT Computer Systems Ltd a company registered in England and Wales and Out Europe BV a company registered in Amsterdam, Netherlands

Termination

Either party may terminate this Agreement without cause upon written notice to the other party. Nothing in this paragraph however shall limit IT Computer Systems Ltd or its subsidiaries ("ITCS") right to terminate Customer immediately and without prior notice for improper use and violations as set forth herein.

Termination of any domain or account will not be processed without the required documentation. Any person wishing to terminate their account or any domain within their account must contact us and request an Account Termination Form. Terminations will not be accepted without completing the termination form. No exceptions will be made. The termination form is required for your protection as well as ours. The form provides evidence that the individual terminating the account is authorised to do so.

In the event that IT Computer Systems Ltd or its subsidiaries elects to terminate Customer as a result of its improper acts and breach of the terms and conditions contained herein, Customer shall not be entitled to a refund of the balance. In the event Customer elects to terminate this Agreement, same shall be considered a breach and Customer shall not be entitled to any refund.

In the event that IT Computer Systems Ltd or its subsidiaries elects to terminate Customer without cause, Customer shall receive a full refund of any balance. However, if Customer terminates this Agreement without cause, and in accordance with the notice provision set forth herein, there shall be no refund of any remaining balance.

Liability

Customer agrees that IT Computer Systems Ltd or its subsidiaries shall have no liability for the services, data or information provided to the public on the Internet including but not limited to any liability for consequential, indirect, special or incidental damages, regardless of the success or effectiveness of other remedies.

Customer further agrees that IT Computer Systems Ltd or its subsidiaries shall not be liable for any damages or losses sustained by Customer for business or other activities conducted on the Internet including but not limited to consequential, indirect, special or incidental damages.

Customer agrees that it shall not hold IT Computer Systems Ltd or its subsidiaries liable for any loss of business, lost opportunity, consequential, indirect, special or incidental damages as a result of any interruption in service.

IT Computer Systems Ltd or its subsidiaries are not liable for customer site content backups on their hosting platforms unless the customer has specifically contracted IT Computer Systems Ltd or its subsidiaries for a Managed Site Back Up service. IT Computer Systems Ltd or its subsidiaries have made every reasonable attempt to protect the security and integrity of customer's web sites but offers no warranty as to the ability to restore site content in the event of a server failure unless the customer has specifically contracted for a Managed Site Back Up service.

IN NO EVENT SHALL IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES LIABILITY EXCEED THE TOTAL VALUE PAID TO IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES BY CUSTOMER.

Representation and/or Warranties

IT Computer Systems Ltd or its subsidiaries makes no representations and cannot guarantee that Customer's domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third party. Customer shall not hold IT Computer Systems Ltd or its subsidiaries liable for any damages, injuries or losses incurred by Customer as a result of any action instituted by a third party.

Client Content, Backups and Data Loss

IT Computer Systems Ltd or its subsidiaries performs backups of all server content at least once per month and we make every effort to insure that these backups are valid. However we assume no liability for any information published to any server including all customer web site content, related files, backup files, databases or mail belonging to any customer hosted by IT Computer Systems Ltd or its subsidiaries. These Backup arrangements are intended for the use of IT Computer Systems Ltd or its subsidiaries to facilitate the efficient operation of the ITCS servers. Whilst such Backups may facilitate the restoration of lost client content we make no warranty that this is possible and should such restoration be required a fee may be chargeable.

IT Computer Systems Ltd or its subsidiaries assumes no liability for lost content in the event a hardware or system failure occurs and data maintained on the effected servers cannot be recovered from the most recent backup tapes.

Access to client content is provided to all customers at any time. It is the sole responsibility of account owner to insure that they maintain their own backup copy of any materials placed on ITCS Servers, or of any database maintained on any server operated by IT Computer Systems Ltd or its subsidiaries.

AT NO TIME SHALL IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES ASSUME ANY LIABILITY FOR LOST CUSTOMER CONTENT UNLESS OTHERWISE AGREED IN WRITING.

Security

Customer understands that the Internet and other various networking communications are not secure.

Applicable Laws

Customer will ensure that its use of the Internet and any service provided by IT Computer Systems Ltd or its subsidiaries to it complies with all applicable government and local laws and regulations, including but not limited to all laws pertaining to copyright, trademark, proprietary information, intellectual property rights, defamation, tortuous interference with business, invasion of privacy, and adult content. In the event that Customer violates this provision, IT Computer Systems Ltd or its subsidiaries shall have the right to consider same a breach of this Agreement by customer which shall entitle IT Computer Systems Ltd or its subsidiaries to terminate Customer immediately without prior notice.

It shall be within the sole discretion of IT Computer Systems Ltd or its subsidiaries to deem material as inappropriate.

Integrity of Information

Customer is solely responsible for validating the integrity of the information and data it receives or transmits over the Internet.

Account Security

Customer shall be solely responsible for protecting the security of its Internet account and usage. Customer's password shall be considered private information and shall not be disseminated or in any other manner disclosed and/or transferred to third parties. IT Computer Systems Ltd or its subsidiaries shall not be liable for any breach of security caused by Customer or third parties. IN NO EVENT SHALL IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES LIABILITY EXCEED THE TOTAL COST OF THIS CONTRACT BETWEEN IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES AND CUSTOMER. IT Computer Systems Ltd or its subsidiaries will use its best efforts to maintain the integrity and security of Customer's password.

Domain Name Ownership

Customer shall be responsible for all costs and fees associated with its domain name including, but not limited to all costs and fees for moving same. Customer shall make payment directly to the issuer. Under no circumstances shall IT Computer Systems Ltd or its subsidiaries be responsible for this cost.

Mail Services

Web based e-mail may be provided by IT Computer Systems Ltd or its subsidiaries for their hosted customers but this service is not intended to be used as a secure repository for customer e-mail. IT Computer Systems Ltd or its subsidiaries does not backup the mail accounts of its customers and customers store their e-mail on ITCS servers at their own risk.

Bandwidth Usage

ITCS reserves the right to review and limit bandwidth on any hosting account package or domain exceeding reasonable monthly usage or usage over and above any specified limit communicated to the customer. Customers exceeding reasonable usage monitored by ITCS Hosting will be given the option to pay for excess usage at a rate of £20.00/month/5Gb (Incremental £5.00/month/Gb), or will be given notice in which to move their domain to another service. A single notification will be made by E-mail. Failure to respond to the E-mail notification will constitute an agreement to charge the account for excessive bandwidth usage.

Hosting Account Ownership

The billing contact, as registered with IT Computer Systems Ltd or its subsidiaries is considered to be the account owner. IT Computer Systems Ltd or its subsidiaries will not transfer ownership, content, or access to any other party without written consent of the registered Account Owner.

Legal Action

Customer agrees to indemnify and hold IT Computer Systems Ltd or its subsidiaries harmless in any legal action which arises as a result of Customer's use of IT Computer Systems Ltd or its subsidiaries services, without limitation or exception including, but not limited to any action brought against Customer by a third party.

Jurisdiction and Governing Law

Customers whose hosting services are provided by IT Computer Systems Ltd shall be governed by the laws of England and Wales. Customers whose hosting services are provided by Out Europe BV shall be governed by the laws of the Netherlands.

Headings

Headings in this Agreement are for convenience only and shall not be used to interpret or construe these provisions.

Modification

The terms and conditions of this Agreement may be modified at the discretion of IT Computer Systems Ltd or its subsidiaries with 30 days notice to Customer.

Entire Agreement

This Agreement supersedes all Agreements previously made between the parties pertaining to the subject matter of this Agreement. There are no other understandings or Agreements.

Failure to properly notify IT Computer Systems Ltd or its subsidiaries via e-mail, telephone or regular mail of disagreement with the above terms and conditions will constitute Customer's acceptance of same.

Renewal

Customer's failure to properly notify IT Computer Systems Ltd or its subsidiaries of its objections to any of the terms and conditions set forth herein shall constitute Customer's acceptance of same.

This Agreement shall automatically renew itself unless otherwise cancelled or terminated by either party in accordance with the notice provision set forth herein.

In the event this Agreement is automatically renewed, Customer agrees to be bound by the Terms and Conditions currently in effect. IT Computer Systems Ltd or its subsidiaries current Terms and Conditions may be viewed at www.itcomputersystems.com.

Spam Policy

*** NOTICE CONCERNING MAILING LISTS, UNSOLICITED MAILINGS (SPAM)***

IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES STRICTLY PROHIBITS THE USE OF THEIR SERVERS TO SEND OR RELAY UNSOLICITED MAIL (SPAM). IF ANY DOMAIN HOSTED BY IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES, PARTICIPATES IN THE SENDING OF UNSOLICITED MAIL, UNSOLICITED BULK MAILINGS, UNSOLICITED SPOT MAILINGS OR ANY OTHER FORM OF MAILING COMMONLY KNOWN AS SPAM, THE DOMAIN WILL BE CANCELLED IMMEDIATELY AND ALL ACCESS TO IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES WILL BE TERMINATED. TERMINATION OF THE HOSTING ACCOUNT ON OUR SERVERS APPLIES REGARDLESS OF THE SOURCE/SERVER THE MAIL IS DISTRIBUTED FROM. LIGHTHOUSE HOSTING DOES NOT SUPPORT THE PRACTICE OF SPAM AND WILL TERMINATE THEIR ASSOCIATION WITH ANY COMPANY HOSTED BY OUR SERVERS IF THAT COMPANY HAS BEEN IDENTIFIED AS THE SOURCE OF UNSOLICITED E-MAIL/SPAM REGARDLESS OF THE ORIGINATING SERVER. ALL INFORMATION STORED ON IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES SERVERS WILL BE REMOVED IMMEDIATELY, DNS WILL BE TERMINATED, AND MAIL WILL BE SENT TO THE ABUSE DESK OF THE DOMAIN'S ISP. THERE ARE NO EXCEPTIONS AND NO SECOND CHANCES.

MAILING LISTS HOSTED ON IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES SERVERS ARE NOT TO BE USED TO DEVELOP UNSOLICITED MAILING LISTS OR BULK MAILING LISTS. ACTIVITY FLOWING THROUGH THE SMTP SERVERS HOSTED BY IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES IS MONITORED CONTINUOUSLY AND NEW SECURITY FEATURES AND MONITORING TECHNIQUES ARE BEING INSTALLED IN ORDER TO DETECT AND PREVENT UNAUTHORIZED USE OF ITCS HOSTING'S SMTP SERVERS.

I ACKNOWLEDGE THE POLICY CONCERNING UNSOLICITED MAILINGS AS STATED ABOVE AND I HEREBY AGREE NOT TO USE THE EQUIPMENT OWNED AND OPERATED BY IT COMPUTER SYSTEMS LTD OR ITS SUBSIDIARIES OR ANY OTHER SMTP SERVICE FOR THE PURPOSE OF SENDING ANY UNSOLICITED BULK MAILINGS.