

# Web Hosting Terms and Conditions

**The terms used in this Agreement shall be defined as follows:**

TNIS means T Norman Internet Services, its associated brands IndoorWeb and Indoor Website Design, its employees, agents, sub-contractors, suppliers and/or equipment or service providers (as appropriate).

**Agreement.**

Means any agreement between TNIS and the Customer under which TNIS provides services to the Customer.

**Conditions.**

Means these terms and conditions and those incorporated by reference.

**Customer Website.**

Means any Website of the Customer which is the subject of Hosting and/or Internet Services.

**Customer.**

Means the customer to whom TNIS has agreed to provide the Services and whose details appear on the order, in addition to all employees, agents, subcontractors thereof.

**IPR.**

Intellectual Property Rights

## **1. General**

Indoor Website Design (TNIS) will provide Web-Hosting, these Terms and Conditions and TNIS Standard Terms and Conditions.

## **2. Licenses and IPR**

TNIS reserve the right to retain any feedback, data, answers, questions, comments, ideas and the like which the Customer may provide to TNIS relating to the Services, and may be treated as being non-confidential and non-proprietary. The Customer warrants that TNIS has no obligation to protect such information from disclosure and TNIS will be free to reproduce, use and distribute such information to others without restriction. The Customer further agrees that TNIS is free to use all ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including without limitation, developing and providing marketing products and services incorporating such information.

## **3. Conditions of Service**

3.1 The facilities and services provided within the Services will be defined by the description of services applied for by the Customer on TNIS Order and other relevant documentation at the time of application, including but not limited to any specification of storage space and data transfer. In the event that the Customer limits of the order are exceeded it may be necessary for the Customer to upgrade the service or purchase additional storage and/or data transfer as required.

3.2 TNIS will endeavour to maintain a minimum level of security, however the Customer warrants and acknowledges that TNIS is under no obligation to do so and therefore cannot provide any guarantee regarding the security of material hosted on the TNIS Server or other Customer Server.

3.3 TNIS reserve the right to suspend any Service without limitation for repair, improved maintenance and other such circumstances as TNIS may notify the Customer. TNIS will endeavour to contact the Customer wherever possible to limit the time required to a minimum.

3.4 The Customer acknowledges that whilst TNIS will use all reasonable endeavours in the provision of any associated Services, TNIS does not warrant nor guarantee that the provision of Services will be error-free and/or not interrupted.

3.5 In respect of the above clauses TNIS has furnished notice and the Customer hereby accepts unconditionally that Services are not intended to be used in circumstances where fail-safe performance and operations may be or are required.

3.6 TNIS reserves the right to suspend or otherwise modify any Services if the Customer's continued use of the Services is established at TNIS entire discretion to be in conflict or otherwise detrimental to TNIS or to the running of any TNIS server or technology or to the use of the Services by any other TNIS customer.

3.7 TNIS reserves the right to terminate this agreement for the provision of Services at any time, and will furnish to the Customer 14 (FOURTEEN) days notice unless otherwise specified. Upon the provision of 14 (FOURTEEN) days notice and the Customer not being in default of this Agreement, TNIS will refund to the Customer any Charges which the Customer may have paid for any respective period for which Services has been deemed cancelled.

3.8 THE CUSTOMER IS HEREBY GIVEN NOTICE THAT TNIS reserve the right but not the obligation to monitor the Customer Website, Server and TNIS technology for the Customers use thereof and TNIS shall at its sole discretion be entitled at all material times and without notice to refuse to host any material and/or to suspend availability to the Customers Website or Server or other Hosting Services and to remove any material which in TNIS sole discretion is in breach of any of the conditions contained herein and specifically detailed under Customers Obligations.

3.9 TNIS at its sole discretion may inform the Customer as soon as is reasonably practical should they propose or have to enforce its obligations herein.

3.10 TNIS rights and obligations to suspend availability to the Customer Website pursuant to this Agreement, is without prejudice to the Customers sole responsibility for the content of the Customer Website or use of other Hosting Services and to the Customers obligations hereunder.

3.11 The Customer warrants that the hosting of any Website, content, or utilisation of associated Services, by TNIS does not amount to the approval of the Customer Website, associated material, e-mail or and shall not under any obligations constitute any form of waiver of any of TNIS rights or Customers rights or obligations under this Agreement.

#### **4. Backup Related Services**

TNIS will use reasonable efforts to back up data, TNIS shall not be responsible nor be liable for any loss, damage, costs or expenses or other claims howsoever arising for compensation for any data, file or other material being damaged, corrupted, lost or otherwise affected.

## **5. Specific Dedicated Server Services**

5.1 TNIS will use all reasonable endeavours to repair and maintain any faulty hardware in the TNIS Server, but TNIS cannot be held liable for delays due to factors beyond TNIS reasonable control which for the avoidance of any doubt shall include but not be limited to delivery or delays or non-availability of adequate replacement components.

5.2 Any request from the Customer to TNIS to recover the Data will result in the site being restored to its original state.

## **6. E-mail Services**

In the event that the Customer applies to use an email alias or sub domain not owned by the Customer, TNIS do not provide any guarantee that the desired alias or sub domain will be available now, or if available will continue to do so beyond the initial term of the e-mail or Hosting Services applicable to the Customer.

## **7. Customer Obligations for Hosting and Internet Services**

7.1 The Customer shall warrant and obtain all necessary licenses and consents in respect of any material posted to or retained on the Customers Website, E-mail Account, Server or Customer Server prior to the procurement and posting of such material.

7.2 The Customer shall undertake not to post or retain any material on the Customers Website, E-mail Account, Server or Customer Server which is offensive, abusive, indecent, defamatory, obscene, menacing, in breach of confidence, and/or infringes the Intellectual Property Rights of any third party or contain a virus or other hostile code or constitute, procure or encourage a criminal offence.

7.3 Further to clause 7.2 above, the Customer shall undertake and irrevocably agree that it will not transmit any such material from the TNIS Server nor will it link any such material from the TNIS Server.

7.4 The Customer agrees that it will not permit or authorise any other party to use the TNIS Hosting and Internet Services, in breach of any law, regulation or other relevant statutory obligations, howsoever and whensoever imposed, nor permit or undertake any activity which may be detrimental to TNIS, its customers or other Internet users.

7.5 The Customer shall abide by all terms and conditions established by TNIS and to keep secure any confidential information in relation to the performance of this Agreement or otherwise including but not limited to user account details and passwords.

## **8. Termination**

8.1 In the event of termination of the Agreement howsoever occurring, TNIS reserve the right to immediately suspend service and to remove all material from a Customer Website, associated e-mail account and post an appropriate notice regarding the lack of availability in relation to Hosting and Internet Services.

8.2 TNIS reserve the right to terminate this Agreement at any time. Unless otherwise detailed herein, TNIS will provide 30 (THIRTY) days written notice of termination

8.3 In the event that the Customer wishes to cancel this Agreement within the Minimum Contract Period, all monies which would have been due and owing to TNIS under the Agreement will remain payable to TNIS.

## **TNIS Acceptable Use Policy**

Should the Customer have any issue accessing this documentation, current versions may be provided on e-mail upon request to the Customer by e-mailing [sales@indoorweb.co.uk](mailto:sales@indoorweb.co.uk).

### **1. General**

1.1 The information contained within the document is to define an Acceptable Use Policy for Customers whom use TNIS Services. By utilising TNIS Services the Customer acknowledges that it has read, understood and agreed to all the information contained within this document (and referred documentation) including TNIS Standard Terms and Conditions.

1.2 The Customer acknowledges that they are responsible for all actions with their account and Services provided by TNIS. Whilst it is not the intention of TNIS to monitor, control or otherwise effect any Services or content of on-line communications, TNIS reserve the right to edit, remove or otherwise deal with content that in their sole discretion are or may be in breach of this policy or otherwise harmful or offensive, regardless of the standard or subject matter.

1.3 This policy is designed to assist in the protection and preservation of Services to the Customer and other TNIS customers and other Internet users from improper and/or illegally related activity.

### **2. Network Security**

2.1 The Customer either directly or through the assistance of others will not use any hardware or software on TNIS network to circumvent user authentication of any host, network or account. This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account that the Customer is not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy, statute or otherwise.

2.2 The Customer either directly or through the assistance of others may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, Flooding, mail bombing, or other deliberate attempts to overload or crash a host or network.

2.3 The Customer either directly or through the assistance of others may not attempt to or compile, distribute or otherwise transmit any electronic communications using a name and address other than themselves for the purposes of deception or to conceal their identity. Any attempt to impersonate another party by altering a source IP address information or by forging headers or similar information is prohibited.

2.4 TNIS has the right, but not the obligation to monitor any Services provided to the Customer. If the Customer fails to adhere to their obligations herein, TNIS reserves the right to suspend the account with immediate effect. The Customer agrees to assist TNIS with any investigation of a Customer account not in use with accordance of this Agreement, at its own expense. In the event the Customer fails to assist TNIS in its investigation and provide any satisfactory responses or

required action or undertakings which in TNIS sole discretion may be required, the Customer may incur criminal and/or civil liability for which TNIS take no responsibility. The Customer agrees to indemnify TNIS against all costs incurred as a result of such investigations and subsequent action, howsoever and whensoever incurring.

### **3. Account Usage**

3.1 The Customer specifically agrees to the following conditions regarding the use of the account:

3.1.1 Not to permit any such tool or scripting that allows shell access to any Server or Services provided under this Agreement.

3.1.2 Not to implement any such tool that allows or may allow anonymous use to a Customer Website as a web proxy. The Customer is responsible for all actions associated with the use of the Services and their account howsoever occurring.

3.1.3 Not to implement any such tool that allows any IRC functionality, which includes but is not limited to IRC bouncers, bots and servers.

3.1.4 E-mail, where mass mailings are sent (considered as one batch of email numbering 100 or greater), the total size of the mailing should be equal to or less than one quarter of the monthly bandwidth allocation provided to the account used to send email. The frequency of mass mailings where permitted should not exceed once per week per hosting account.

### **4. Spam**

TNIS has zero tolerance for spam originating from Customer's, or for spam advertising websites of any customer accounts and services held with TNIS. If TNIS receive any complaint about such spam and any investigation shows abuse of any account held with TNIS all related Services to the Customer will be suspended with immediate effect. The Customer is required to assist with any investigation.

### **5. Definitions**

5.1 The Customer is prohibited from transmitting on or through any of TNIS services, any material that is, in their sole discretion, unlawful, obscene, threatening, abusive, libellous, or encourages the conduct that may constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law, regulation, statute treaty or similar provision. The utilisation of TNIS services are for lawful purposes only. Transmission, distribution, or storage of any information, data or material in violation of any relevant laws, regulations, statute, treaty or similar provisions is prohibited. This includes but is not limited to material protected by copyright, trade secret or other similar provisions and TNIS reserves the right and without liability to remove such material from its Servers and Services and Client Servers as applicable.

5.2 The Customer specifically agrees not to utilise any TNIS Services or account to host sites in relation to adult content nor similar related material.

### **6. Viruses**

The Customer warrants that it shall not intentionally transmit files containing a computer virus or corrupted data.

### **7. Privacy**

The Customer hereby acknowledges that the Internet is open and an insecure means of communications. Any data or information stored or transmitted may be susceptible to interception, modification, destruction or loss. TNIS make no guarantee and assume no liability for the security, integrity, confidentiality or any data or information transmitted via the Services, including those deemed "Secure".

#### **8. Investigations**

TNIS will cooperate fully with any investigations (civil and/or criminal) as may be required from time to time.

#### **9. Revisions**

TNIS may modify this Acceptable Use Policy from time to time without reservation. The information contained herein is indicative only of the types of behaviour required and should not be construed as a definitive and comprehensive list.