

# Terms and Conditions of Website Hosting

## 1. Definitions

The following Terms and Conditions document is a legal agreement between Revolution Inc Limited, hereafter “the Supplier”, and “the Client” for the purposes of web hosting. These Terms and Conditions set forth the provisions under which the client may use the services supplied.

## 2. Supplier's Responsibilities

The Supplier is responsible for providing the client with the following:

1. Webspace capable of hosting their site for reasonable usage as detailed in the Hosting Agreement.
2. Technical support as defined under the Hosting Level document. If undefined, all hosting will be at the Basic hosting level.

### 2a. Exclusions from the Service

The following are specifically excluded from the service:

1. The cost of domain name registration is specifically excluded from the cost of the service.
2. Any access by the client to the client’s webspace via FTP or means other than a standards-compliant HTML web browser.
3. Advice or support to enquiries received from unauthorised users.
4. Advice or support to enquiries outside the Hosting Level document.
5. Adult content.
6. Spam.
7. Bulk distribution of email exceeding 50 recipients.
8. Any content in contravention of any UK or international law.

## 3. Client's Responsibilities

1. The client is responsible for ensuring that they will not display via the webspace any materials that:
  1. Break, contravene, infringe or violate any UK or foreign laws or regulations.
  2. Break, contravene, infringe or violate any intellectual property rights of the Supplier or any other third party.
  3. Are defamatory, slanderous or libellous.
  4. Are harassing or threatening.
  5. Are discriminatory based on gender, race or age, or that promote hate.
  7. Contain viruses or other computer programming defects that result in damage to the Supplier or any third party.

2. The Client accepts that they may only utilise the bandwidth allocated to them in the relevant Hosting Package. Additional fees will be charged for exceeding the relevant bandwidth allowance on the selected Hosting Package.
3. The Client accepts that they will use only properly licensed third party software in relation to the service.
4. The Client acknowledges that backups and site maintenance remain their responsibility and are not written or implied in this contract.
5. The Client acknowledges that while Revolution Inc Limited will provide a good level of service, no guarantees of uptime are made within this document.

## **4. Contact with the Supplier**

The Client acknowledges and recognises that all contact with the Supplier in the first instance should be made via email to [info@revolutioninc.co.uk](mailto:info@revolutioninc.co.uk) or to the company number (0114) 232 4961. No other method of contact will be available.

## **5. Fees**

The Service Charge shall be as agreed in the Hosting Agreement. Any changes to the value of the Service Charge shall be notified by email to the Client and shall take effect from 30 days of this notification.

The Service Charge does not include the Domain Name Registration Fee.

The Yearly Fee for the service shall be paid by the Client in advance of the applicable Service Year or via Direct Debit. The Supplier reserves the right to refuse service to the Client should the Yearly Fee not be paid in advance of the Service Year or a Direct Debit set-up. In such instances, if a Client's account is suspended there shall be a £75 reactivation charge, which can only be waived at the Supplier's sole discretion.

No refunds shall be provided at any time for cancellation of services.

## **6. Permission and Copyright**

The Client hereby agrees that all media and content on the site are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend the Supplier from any claim or suit that may arise as a result of using the supplied media and content.

## **7. Indemnification**

The Client agrees to use all the Supplier services and facilities at their own risk and agrees to defend, indemnify, save and hold the Supplier harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Supplier or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. The Client agrees this indemnification extends to all aspects of the project, including but not limited to website content and choice of domain name.

The Client also agrees to defend, indemnify and hold harmless the Supplier against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which are harmful to any person, business, company or organisation.

If the Client is registering the service on behalf of a third party, the Client hereby confirms that they have received their prior written consent to do so and their agreement to these terms and conditions. The Client hereby indemnifies the Supplier against any actions or legal proceedings from any third parties relating to any such registrations.

The Client agrees to indemnify the Supplier and employees and directors against any action arising from action on the part of Authorised or Unauthorised Users of the service.

## **8. Nondisclosure**

This agreement authorises the Supplier to use any information provided to them as required for the purpose of providing the service. The Client hereby irrevocably waives any and all claims and causes of action that the Client may have arising from such disclosure or use of the service registration information. The Supplier agrees that any information received from the Client will not be used in any way except for the purposes stated in this agreement. The Supplier will take reasonable precautions to ensure that any information provided by the Client is protected against loss, misuse, unauthorised access or disclosure, alteration or destruction.

The Supplier and any third party associates agree that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about the Supplier to another party.

## **9. Privacy Policy**

The Supplier and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998 and also for the following purposes:

1. To identify the Client in communications with them.
2. To contact the Client from time to time to offer them services or products which may be of interest to or benefit the Client.

## **10. Limitation of Liability**

The Client agrees that the Supplier shall, under no circumstances, be liable for any damages resulting from loss of profits or data arising out of or in connection with this Agreement. In particular the Supplier will not be liable for the following:

- Interruption of the Client's business.
- Events beyond the reasonable control of the Supplier.

The Supplier's maximum aggregate liability shall not exceed the greater of:

1. The total amount paid by the Client for the Annual Fee.
2. £250.00 (UK Pounds).

## **11. Breach and Revocation**

The Supplier reserves the right to suspend, cancel or refuse delivery of the service to any Client in the event that:

1. The Client materially breaches this Agreement.
2. The Client provides false or inaccurate information.
3. The Client has outstanding monies owed to Revolution Inc Limited for greater than 60 days without prior agreement.

## **12. Force Majeure**

The Supplier shall not be liable for any delay or failure in performance of its obligations under this Agreement which is due to or results from any acts, events, omissions, happenings or non happenings beyond its reasonable control, including acts of God, strike, work stoppages, governmental regulations, acts or directives, war, riot, fire, flood, civil commotion, equipment or facilities shortages or delays which are experienced by providers of Internet services generally, or any circumstances beyond its reasonable control.

## **13. Termination**

Termination may be made by either the Supplier or the Client with 30 calendar days' notice. Such notice must be in writing or in the form of an email. All transfers will incur a fee of £150 + VAT to cover zipping up of files and databases and transfer to the client.

## **14. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

## **15. Statutory Rights**

These Terms and Conditions do not affect your statutory rights as a consumer.

## **16. Changing Terms & Conditions**

The Supplier has the permission to make any modifications to the Terms and Conditions at any time. Changes also count for agreements that have already been made, with observance of a term of 30 days after disclosure by writing or email of the changes that have been made.

If the Client does not wish to agree on the changes in the Supplier's Terms and Conditions, he can cancel the agreement until the date that the new Terms and Conditions apply, until this date or on the date of receiving the cancellation, if this applies after the commencing date.