

Creative Squeeze Ltd – Web Hosting Terms and Conditions

1. General

- 1.1 These terms supersede any prior verbal agreement.
- 1.2 Any deviation from these terms must be agreed in writing on the order form.
- 1.3 Creative Squeeze is not responsible for the performance of third party services that are introduced to the customer. If the performance of a third party falls short of the level required, Creative Squeeze will make every effort to source an alternative supplier
- 1.4 The client agrees that Creative Squeeze can use the client's company name in its own client list. If the client does not wish to appear on the Creative Squeeze client list we will remove it at the clients request.

2 Duties

- 2.1 The customer's signature on the customer order form is evidence that it will:
 - 2.1.1 Provide all data reasonably required by Creative Squeeze to complete the contract within a reasonable period of time.
 - 2.1.2 Maintain a retrievable record, copy or original, of all data provided to Creative Squeeze, who will not be responsible for loss or damage to any data.
 - 2.1.3 Use the product or service provided by Creative Squeeze only for the purposes of its own business.
 - 2.1.4 The customer warrants that it owns all the data required for the services to be performed hereunder and has absolute rights to use such data for such purposes.

2.2 Creative Squeeze will:

- 2.2.1 act professionally at all times to preserve the customer's intellectual property or other rights in its information or materials
- 2.2.2 comply with reasonable requests of the customer and deal cordially with its representatives.
- 2.2.3 be responsible for the accuracy and comprehensiveness of the data supplied in relation to a project.

3 Payment Policies

- 3.1 All hosting accounts are set up on a prepay basis. Although Creative Squeeze reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment. Payment is due one month before the annual anniversary date following the date the account was established. Customers will automatically be charged again at the end of their prepay period unless closure notification has already been given by the client in writing.
- 3.2 All payment is to be made in UK sterling.
- 3.3 VAT will be added to the customer's charges at the current rate where appropriate.

4 Payment Options

- 4.1 In order to streamline our accounting procedures and keep costs down Creative Squeeze runs a limited number of payment options as follows:
 - 4.1.1 Cheque Payment:
Creative Squeeze cannot guarantee that a service will be provided until after any received cheques have been cleared.
 - 4.1.2 BACS Payment:
Payment may be made directly to Creative Squeeze by BACS transfer.

5. Cancellation & Refunds

- 5.1 Fees charged on a prepay basis are non-refundable. Customers are not entitled to receive a refund unless the service is cancelled by Creative Squeeze and subject to the provisions of Section 9 of this document. In addition some accounts incur set-up fees; these charges are also non-refundable.

6. Software Licence

The customer grants to Creative Squeeze a royalty free, world wide, non exclusive licence to use the text, graphics, images and other related material featured, displayed or used in or in relation to the website for the purpose only of allowing Creative Squeeze to perform the services under this agreement.

7. IP addresses

The customer acknowledges that he has no right, title or interest in the IP address allocated to him, and that any IP address allocated to him is allocated as part of the services and is not portable or otherwise transferable by the customer in any manner whatsoever.

8. Service Provision

- 8.1 Creative Squeeze have purchased space on a server to promote both your and their own business and Creative Squeeze believes that all locally held websites will be backed up by the server owner. However Creative Squeeze does not back up customer amendments to the website.
- 8.2 All efforts to keep the sites up and running at all times will be carried out with due diligence. Creative Squeeze host all sites on trusted third parties. Nevertheless, Creative Squeeze cannot be held responsible for the server supply. If the performance of a web host falls short of the specified level, Creative Squeeze will make every effort to source an alternative supplier.
- 8.3 In the unlikely event of total and permanent disruption to service sites can be re-hosted on a different server although in this unlikely event a transference fee may be charged. If your site is to be one that depends on a guaranteed service we can host that site on specialist servers at an additional cost.
- 8.4 If you require the transfer of your domain name during your contract we reserve the right to charge an administration fee in accordance with an hourly rate for the work and any third party fees involved.
- 8.5 Creative Squeeze is prepared to register Domain Names on behalf of clients. If so, the client has full responsibility for the renewal of the Domain Name. The contract for the registration is between our client and the appropriate Naming Authority. Creative Squeeze is acting as the client's Agent and Clients are bound by the terms and conditions of the Naming Authority. Creative Squeeze cannot guarantee that clients will be able to register any requested Name and that until clients have given specific confirmation of registration the client cannot assume that registration has been affected.
- 8.6 Creative Squeeze gives no warranty that the Internet Domain Name requested will not infringe the rights of any third party and the client indemnifies Creative Squeeze in respect of any such infringements.

9 Server Use

- 9.1 Personal accounts are to be used by the primary owner only. Personal account holders are not permitted to resell, store or give away web-hosting services of their website to other parties. Web hosting services are defined as allowing a separate, third party to host content on the

Creative Squeeze Ltd – Web Hosting Terms and Conditions

owner's web site. Exceptions to this include advertisement banners, classified advertisements, and personal advertisements.

9.2 Creative Squeeze reserves the right to refuse service and/or access to its servers to anyone.

Creative Squeeze does not allow any of the following content to be stored on its servers and reserves the right to suspend or cancel a customer's access to any or all services provided by it when it decides that the customer is displaying or distributing the following:

- 9.3.1 Material that is in breach of any law, statute or regulation, including but not limited to, the unauthorised distribution or copying of copyrighted software or other data
- 9.3.2 Material that is obscene, pornographic or indecent
- 9.3.2 Material that is defamatory, libelous unlawfully threatening or harassing.
- 9.3.3 Material which contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information.
- 9.3.5 Material relating to Hacking, Cracking, Warez and IRC.
- 9.4 Software downloads may only be hosted if you are the writer and copyright owner of the software, all other software including freeware, shareware and trial software is forbidden. Audio and video downloads may only be hosted if you are the creator and copyright owner of the work.

9.5 Misuse of Resources

Including but not limited to employing applications which consume excessive CPU time, memory or storage space. Chat/IRC, web proxy and mailing list scripts are not allowed on our network without prior agreement from Creative Squeeze. The use of web cam applications which maintain a constant FTP connection uploading an image at regular intervals is forbidden. If you are unsure about content you intend to place on our network, please check with us before you do. We reserve the right to determine what constitutes acceptable use.

9.6 Should Creative Squeeze receive a complaint from a third party that the customer's use of the services involves material prohibited in accordance with paragraphs 6.3 to 6.6 above, then Creative Squeeze reserves the rights to suspend a customer's access to services for up to 14 days to allow the complaint to be investigated.

10. Unlimited Use Policy

10 High bandwidth usage: Creative Squeeze offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, Creative Squeeze may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, Creative Squeeze reserves the right to impose the High Resource User Policy for the consideration of all customers.

10.1 High Resource User Policy Resources are defined as bandwidth and/or processor utilization. Creative Squeeze may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available Creative Squeeze reserves the right to suspend that site immediately. The client will be informed by email and contacted by Creative Squeeze to agree either sustainable future limits or alternative provision, which may require additional fees. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers.

11 Indemnification

11.1 The customer agrees that it shall defend, indemnify, save and hold Creative Squeeze harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Creative Squeeze, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns.

The customer agrees to defend, indemnify and hold harmless Creative Squeeze against liabilities arising out of;

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with the web servers belonging to Creative Squeeze;
- (2) any material supplied by the customer infringing or allegedly infringing on the proprietary rights of a third party;
- (3) copyright infringement and any defective products sold to customer from the web servers belonging to Creative Squeeze.
- (4) the customer's website containing or using material set out at 9.3.1 to 9.3.5 above.

12. Disclaimer

12.1 Creative Squeeze entire liability to the customer in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this agreement shall be strictly limited to the service charge specified in the customer contract.

12.2 Creative Squeeze will have no further liability for any loss, damage, costs or liability whatsoever which the customer may incur.

12.3 Creative Squeeze shall not be responsible for any loss or failure caused by the fault of any Internet service provider or the incompatibility of its software with any third party.

12.4 Neither party to this agreement shall be liable for any failure or delay in performance of this agreement due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

13. Termination

Creative Squeeze will use all reasonable endeavors to complete its obligations under the customer contract. If Creative Squeeze is unable to do so for reasons beyond its reasonable control it may terminate the customer contract by giving 10 days notice in writing. In such circumstances, Creative Squeeze shall render an invoice for such part of the service or product that has been delivered or completed and not previously billed.

14 Non Solicitation of Staff

The customer agrees that during the term of this agreement and for an additional period of 6 months after termination, the customer shall not directly or indirectly canvass with a view to offering or providing employment to, offer to contract with or entice to leave any employee of Creative Squeeze engaged in the performance of the services.

15 Assignment

12.1 The customer shall not assign, transfer or subcontract the benefit and/or burden of this agreement without the prior written consent of Creative Squeeze

15.2 Creative Squeeze may assign, transfer or sub-contract the benefit and/or burden of this agreement.

Creative Squeeze Ltd – Web Hosting Terms and Conditions

16. Dispute Resolution

All disputes or differences under or arising out of this agreement may be referred to a single arbitrator to be agreed upon by the parties or in default of agreement by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.

17. Invalidity

If any provision of this agreement is held to be void or declared illegal, invalid or unenforceable for any reason that provision shall be divisible from this agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected.

18. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England.