



# HOSTING TERMS OF SERVICE

Quadrat Systems Ltd shall not be liable for any consequential losses you may suffer.

Quadrat Systems Ltd is not responsible for any use you make of their services, neither for any charges that you incur with any third party nor for any software running on your systems.

You will indemnify Quadrat Systems Ltd against the effects of any misuse or any claims resulting from that misuse.

Yearly Internet contracts are discounted packages and therefore cannot be part paid or cancelled until renewal. One month's written notice is required to terminate annual agreements after the first year.

Regardless of anything else in these terms and conditions, our liability shall not exceed the proportionate amount of your subscription.

When your account is closed, all files (including web pages, etc.) will be deleted.

We reserve the right to cancel your account at any time without notice.

We reserve the right to change the costs of our services.

We reserve the right to amend and update these Terms and Conditions at any time without notice.

To protect your privacy we never distribute your name or e-mail address to any third parties.

Users must not participate in any form of un-solicited bulk e-mailing or Spam.

By logging into your account, or uploading files to it, you are indicating your acceptance of these Terms and Conditions.

## PAYMENT OF SERVICE

If your account/service is activated before payment is made then payment must be sent in full by return. If payment is not made in full within 14 days your account may be deactivated.

Our hosting service is provided through WebFusion from whom we rent servers. These servers are dedicated to our use and are managed by us. All users of our service are, in addition to our own T&Cs, bound by WebFusion terms and conditions outlined below.

We provide World Wide Web page and e-mail hosting. Quadrat Systems Ltd. reserves the right to suspend or cancel a customer's access to any or all services when we or WebFusion decides that the account has been inappropriately used or otherwise.



## **SERVER USE**

Hosting accounts with Quadrat Systems Ltd. are to be used by the primary owner only. Account holders are not permitted resell, store or give away the web-hosting or e-mail or other services of their website to other parties. Such services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

Quadrat Systems Ltd. reserves the right to refuse service and /or access to its servers to anyone.

You will be responsible for the content of your pages, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate UK law.

You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your page(s).

We reserve the right to remove material deemed inappropriate from your web pages, without prior notice.

We do not allow any of the following content to be stored on our servers, or accessed in any way via our servers:

Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.

Adult Material – This includes all pornography, erotic images, or otherwise lewd or obscene content.

## **UNLIMITED USE POLICY**

High bandwidth usage: We, through WebFusion, offer an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, WebFusion 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, WebFusion reserves the right to impose the High Resource User Policy for the consideration of all customers.

## **HIGH RESOURCE USER POLICY**

Resources are defined as bandwidth and/or processor utilization.

WebFusion may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available WebFusion reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby WebFusion continues hosting the website for an additional fee.



## **CANCELLATION AND REFUNDS**

We and WebFusion reserve the right to cancel the service at any time. If a customer contravenes WebFusion terms of service a refund will not be issued in the event of a cancellation.

Customers may cancel their account at any time.

Fees charged on a prepay basis are non-refundable.

## **INDEMNIFICATION**

You the Customer agrees that it shall defend, indemnify, save and hold Quadrat Systems Ltd. and WebFusion harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against WebFusion, 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. Customer agrees to defend, indemnify and hold harmless WebFusion against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with WebFusion server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from WebFusion server.

## **DISCLAIMER**

We nor WebFusion will not be responsible for any damages your business may suffer. WebFusion makes no warranties of any kind, expressed or implied for services we provide. WebFusion disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by WebFusion and its employees. WebFusion reserves the right to revise its policies at any time.