

Logo Design Limited - Hosting Terms and Conditions

You should print a copy of these Web Hosting Terms for future reference as they set out our and your legal rights and obligations in relation to our hosting services. We may not file a copy specifically in relation to you, and they may not be accessible on our Website in future.

1. Introduction

Logo Design Limited including subsidiaries and affiliates offer website hosting and database hosting services subject to the terms and conditions set out in these terms and conditions, the privacy policy and Heart Internet Limited www.heartinternet.co.uk relevant terms and conditions, policies and notices which may be applicable to supply of hosting services.

2. Glossary of Terms

We includes the Website Owner – Logo Design Limited www.logodesign.co.uk and www.wahoowebsite.com and our hosting supplier Heart Internet Limited ("Website" or "Website Owner" or "we" or "us" or "our") or any party acting on the Website Owner's implicit instructions. Logo Design Limited is registered in England and Wales under company number 3825250 at Engine House, The Flete Estate, Ivybridge, Devon PL21 9NX. Our VAT number is 339 6232 44.

You ("you", "your", "Customer") includes the person purchasing the services or any party acting on the customer's instructions.

Server means the computer server equipment operated by an internet service provider and us in connection with the provision of the Services.

Web Site means the area on the Server allocated by us to you for use by you as a site on the Internet.

Services means any code, program, process or service that we provide for you to use on the server.

Material means any content including but not limited to pictures, words, code, files, data and information uploaded by you onto the server.

In consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this agreement

3. Web Site Hosting and Email

3.1 We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.

3.2 You shall effect and maintain adequate insurance cover in respect of any loss or damage to Material stored on the Server.

3.3 You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that:

3.3.1 You will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

3.3.2 You will not post, link to or transmit:

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.

(b) any material containing a virus or other hostile computer program.

(c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

3.3.3 You will not send bulk email whether opt-in or otherwise from our network. Nor will you promote a site hosted on our network using bulk email.

3.3.4 You will not employ programs which consume excessive system resources, including but not limited to bandwidth, processor cycles and memory.

3.4 We reserve the right to remove any material which we deem inappropriate from your web site without notice. We do not host Warez or illegal MP3 content.

3.5 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

3.6 You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers.

3.7 You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

3.8 In the case of an individual User, you warrant that you are at least 16 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 16 years.

3.9 Any access to other networks connected to www.heartinternet.co.uk must comply with the rules appropriate for those other networks.

3.10 While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.

4. Service Availability

4.1 We shall use our reasonable endeavours to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.

4.2 We shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 7 days you will be notified of the reason.

4.3 The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you. No more than one log-in session under any one account may be used at any time by you. If you have multiple accounts, you are limited to one login session per system account at any time; user programs may be run only during log-in sessions. If your account is found to have been transferred to another party, or shows other activity in breach of this sub clause, we shall have the right to cancel the account and terminate the Services and/or this Agreement immediately.

5. Back-up of your Material and our servers

5.1 It is your responsibility to maintain appropriate and up-to-date back-up copies of any Material you upload (or permit to be uploaded) onto our servers as part of your use of the Hosting Services. In the event of loss of or damage to your Material, you will not be given access to the server back-up we maintain pursuant to our archiving procedure.

5.2 We will follow our archiving procedures for the data stored on our servers. In the event of any loss or damage to our servers, your sole and exclusive remedy will be for us to use reasonable commercial efforts to restore the data on our servers (including your Material) from the latest back-up we maintained in accordance with our archiving procedure. We will not be responsible for any loss, destruction, alteration or disclosure of your Material caused by you or any third party.

6. Hosting Service usage limitations

6.1 All our Hosting Service packages come with an unlimited web space allowance provided that: **6.1.1** your Material is linked into web pages;

6.1.2 you do not use the Hosting Service as a backup of, or repository for, your Material;

6.1.3 you maintain good housekeeping to maintain your Material; and

6.2 The Hosting Service package includes a per calendar month bandwidth allowance. The Hosting Service you have ordered will be automatically suspended if this monthly bandwidth allowance is exceeded. If this happens, you have to upgrade your Hosting Service package to one which includes a higher monthly bandwidth allowance, or wait for the Hosting Service to resume at the start of the following calendar month.

6.3 You will only be allowed to use a limited amount of our server's processing capacity when using the Hosting Service package. At our absolute discretion, we may allow your usage to exceed this limitation, and we will speak to you about your hosting requirements if your usage has, or may have, a detrimental effect on our other customers.

7. Payment

7.1 All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site and shall be due and payable in advance of our service provision. We reserve the right to change pricing at any time although all pricing is guaranteed for the period of pre payment.

7.2 Payment is due each anniversary month, quarter or year following the date the Services were established until closure notice is given. If you choose to pay by credit or debit card you authorise Logo Design Limited to debit your account renewal fees from your card.

7.3 All payments must be in UK Pounds Sterling, US Dollars or Euros.

7.4 If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.00.

7.5 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you.

7.6 If an account goes unpaid for at least seven days, a £10.00 late payment fee will be applied.

7.7 If an account goes unpaid for at least ten days, the account and its associated services are suspended. A £20.00 charge will be applied upon account reactivation to cover administration costs.

7.8 Once an account has a suspended status, access to files, databases and other content is explicitly denied. All files, databases and other content including the account itself is permanently deleted after ten days of account suspension.

7.9 Should access to files, databases and other Material be required before they are deleted, account reactivation will be required.

8. Termination

8.1 If you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

8.2 If you break any of these terms and conditions we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

8.3 If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you.

8.4 No refunds will be made for Services suspended in accordance with 8.1, 8.2 and 8.3.

8.5 We reserve the right to suspend the Services and/or terminate this Agreement at any time.

8.6 You may cancel the Services at any time.

8.7 On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data and Material located on it.

9. Indemnity

9.1 You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

10. Limitation Of Liability

10.1 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.

10.2 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim.

10.3 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.

10.5 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

11. Revisions

11.1 Logo Design Limited reserves the right to revise, amend, or modify these Terms and Conditions, and any of our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our Terms and Conditions.

11.2 Heart Internet Limited www.heartinternet.co.uk may vary their Terms and Conditions, policies, agreements and service at any time and without notice.

12. Notices

12.1 Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

13. Applicable Law

13.1 This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

14. Entire Agreement

14.1 These Hosting Terms and Conditions together with Logo Design Limited Terms and Conditions of Trading and Heart Internet Limited Terms and Conditions and any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.