

# **diyRoberts Terms & Conditions**

## **Specific to Offline Trading** (online trading beneath)

*For use with diyRoberts I.T. Support and Services (and diyRoberts Hosting and Design)*

Use of diyRoberts Services constitutes acceptance and agreement to diyRoberts' Privacy Policy.

1. diyRoberts will make every effort to preserve their customers' data, however they make no guarantees whatsoever that data will be intact after the computer(s) have been repaired and tested. The customer agrees not to hold diyRoberts responsible for any loss or damage to data as a result of repairs, upgrades or any other services carried out on their computer(s) or network.
2. Onsite visits benefit from a no-fix no-fee policy if the engineer is technically unable to resolve the reported problem. If diyRoberts technician(s) can't fix the problem on-site due to external dependencies such as faulty equipment, no internet service or lack of original disks or drivers, the customer is liable to pay the minimum standard charge agreed at the time of booking. If at least one of the original problems reported by the customer is fixed by the on-site technician, the customer is liable to pay the full price agreed at the time of booking.
3. Workshop repairs benefit from a no-fix no-fee policy. If diyRoberts is unable to fix the original reported problem but where the fix is possible by replacement of a faulty part or parts and the customer does not agree to the replacement of the faulty part, diyRoberts reserves the right to charge the Customer a small diagnostic fee at the discretion of the technician, considering the time spent. If the fix of the computer(s) is not possible by replacement of the faulty part(s) and/or as a result of extensive damage to the equipment, it is declared irreparable by diyRoberts technicians, no-fix no-fee policy will apply. Where several faults are reported by the customer and at least one of the faults has been successfully repaired, the Customer is liable to pay the full amount agreed at the time of booking. No-fix no-fee does not apply to partially repaired computer(s).
4. If diyRoberts is unable to repair the computer(s) due to non-supply of parts by manufacturers or suppliers, a small diagnostic fee at the discretion of the technician, considering the time spent, may apply to any computer(s) under repair. The diagnostics fee will cover the time spent on fault diagnosis and re-assembly of the computer(s) and cost of collection and return of the computer(s) if applicable. The

return of the customer's computer(s) will be subject to prior payment of diagnostics fee and carriage if applicable. We may waive the diagnostics fee at our discretion.

5. If the customer's computer develops a fault in the course of service delivery by diyRoberts on-site or off-site, the customer agrees not to hold diyRoberts responsible for the fault. However, diyRoberts will do its best to remedy the problem at no cost to customer(s) unless parts are required.

6. All computers repaired in diyRoberts' workshop are checked for viruses and are free from viruses before delivery to the customer. diyRoberts is not responsible for any virus infections that occur after the customer has received the computer(s). A charge will apply for the removal of any virus(es) in the computer(s) after the delivery of the computer(s).

7. Where the Customer requires diyRoberts to carry out any configuration or installation services either for the Customer and /or the end-user, diyRoberts shall do so as subcontractor to the Customer and this agreement and the terms contained herein shall constitute the sub-contract.

8. diyRoberts will use all reasonable endeavours to provide computer services in accordance with the terms of the Contract and will ensure that all the Services are provided with all reasonable care and skill and by suitably trained and qualified persons.

9. A predicted completion date will be arranged between the customer and support technician at the first meeting or phone call. If the date changes due to complications, the customer will be informed

10. Late fees: All payments are due within 14 days of invoice unless stated. If payment is not received within 14 days then there will be an administration cost of £10, plus £5 for every day after the 14 day limit. Further action will be taken after 14 days.

## **Return Policy / Warranty**

All products under warranty or that have been arranged to be sent back for other reasons must be sent back within 14 days of receiving an RMA number. Returns must be properly packaged and any lost packages or damage packages will be no responsibility of diyRoberts. You must contact us first before sending the item back

## **Acceptable Use Policy - AUP**

This document is intended to provide a basic understanding of diyRoberts Acceptable Use Policy. The following are guidelines for the establishment and enforcement of diyRoberts' AUP:

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the privacy and security of individual users

## **Reporting AUP Violations**

diyRoberts requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at our Help Desk – 07859 043346.

## **Revisions to this AUP**

diyRoberts reserves the right to revise, amend, or modify this AUP, our T&C (Terms and Conditions) and our other policies and agreements at any time and in any manner.

## **Terms of Service (TOS)**

1. Service Rates: Subscriber acknowledges that the nature of the service and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time.

2. Payment: Payments are due on the anniversary date of the year for that year's service (diyRoberts Hosting accounts). You agree that until and unless you notify diyRoberts hosting of your desire to cancel any or all services received, those services will be billed on a recurring basis.

3. Payments and Fees: Credit cards that are declined for any reason are subject to a £1.00 declination fee. Service will be interrupted on accounts that reach 10 days past due. Service interrupted for non-payment is subject to a £20 reconnect charge. Accounts not paid by due date are subject to a £9.95 late fee. If you desire to cancel your account, please follow the proper procedure to do this and contact us giving 30 days notice.

4. Refund and Disputes: All payments to diyRoberts are non-refundable unless customer is not happy with the service with good reasons (at diyRoberts' discretion) or product is faulty / damaged. If a refund is given for any Website Hosting Account, it will be the total, minus the domain registration fee.

5. Failure to Pay: The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

6. Acknowledgements: Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

7. Backup Responsibility: diyRoberts makes backup copies of information stored on its servers for disaster recovery purposes on an irregular basis. Availability of backups is not guaranteed and we will not be responsible for loss of customer data. Customers are advised to make regular backups of the information they store on our servers.

8. Support Boundaries: diyRoberts provides 24 x 7 email technical support to our subscribers. We limit our technical support to our area of expertise. diyRoberts does not offer tech support for application specific issues such as CGI programming, html, application usage or any other such issue. diyRoberts does not provide technical support for YOUR customers.

# **diyRoberts Terms & Conditions**

## **Specific to Online Trading**

### **Specific Hosting Terms Below**

*For use with diyRoberts Hosting and Design (and diyRoberts I.T. Support and Services)*

Use of diyRoberts Services constitutes acceptance and agreement to diyRoberts' Privacy Policy.

We do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain owned and managed Web sites. However, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may cause harm or upset to others. diyRoberts Hosting may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation may result in the suspension or immediate termination of either your diyRoberts Hosting account or other actions as detailed above.

## **Delivery Policy**

All products are delivered within 7 days. This excludes Hosting Packages (which don't require postage), and custom built computers which can take up to 14 days. If anything is damaged or broken upon delivery, please contact us within 3 days.

## **Return Policy**

All products under warranty or that have been arranged to be sent back for other reasons must be sent back within 14 days of receiving an RMA number. Returns must be properly packaged and any lost packages or damage packages will be no responsibility of diyRoberts.

# Acceptable Use Policy - AUP

This document is intended to provide a basic understanding of diyRoberts Hosting Services' Acceptable Use Policy. The following are guidelines for the establishment and enforcement of diyRoberts' AUP:

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

While diyRoberts is firmly committed to the principles of free speech, certain activities that may be damaging cannot be permitted under the guise of free speech. Abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilisation and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You may not use your dedicated rack or virtual site to publish material, which diyRoberts determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If a diyRoberts account is used to violate the Acceptable Use Policy, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behaviour and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

## Violations of this AUP

The following constitute violations of this AUP:

1. Illegal use: diyRoberts services may not be used for illegal purposes, or in support of illegal activities. diyRoberts reserves the right to cooperate with legal authorities

and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

2. Harm to minors: Use of diyRoberts services to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

3. Threats: Use of the diyRoberts services to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

4. Harassment: Use of the diyRoberts services to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

5. Fraudulent activity: Use of diyRoberts services to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam.

6. Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM): Use of the diyRoberts services to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending diyRoberts account.

7. E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the diyRoberts services is in violation of this AUP.

8. Unauthorised access: Use of the diyRoberts services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of diyRoberts' or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending diyRoberts account is subject to immediate termination.

9. Collection of personal data: Use of the diyRoberts services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

10. Network disruptions and unfriendly activity: Use of the diyRoberts services for any activity which affects the ability of other people or systems to use diyRoberts Services or the Internet.

11. Distribution of Viruses: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offence will result in the immediate termination of the offending account.

12. Third Party Accountability: diyRoberts subscribers will be held responsible and accountable for any activity by third parties, using their account, which violates guidelines created within the Acceptable Use Policy.

13. Violation Of diyRoberts Virtual Accounts: It is absolutely forbidden to host pornographic content or IRC servers on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.

14. IRC networks: It is absolutely forbidden to host an IRC server that is part of or connected to another IRC network or server. Accounts found to be connecting to or part of these networks will be immediately removed from our network without notice. The account will not be reconnected to the network until such time that you agree to completely remove any and all traces of the IRC server, and agree to let us have access to your account to confirm that the content has been completely removed. Any account guilty of a second violation will result in immediate account termination.

## **Security - You are responsible for any misuse of your account**

Even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorised access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorised access to another network or server.

1. Your password provides access to your account. It is your responsibility to keep your password secure.
2. Sharing your password and account access with unauthorised users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.
3. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
4. You must adopt adequate security measures to prevent or minimise unauthorised use of your account.
5. You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorised to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools

include, but are not limited to, password guessing programs, cracking tools or network probing tools.

6. You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

7. Users who violate systems or network security may incur criminal or civil liability. diyRoberts will cooperate fully with investigations of violations of systems or network security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations.

## **Network Performance**

diyRoberts accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

## **Reporting AUP Violations**

diyRoberts requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at our Help Desk – 02920 09 19 29.

## **Revisions to this AUP**

diyRoberts reserves the right to revise, amend, or modify this AUP, our T&C (Terms and Conditions) and our other policies and agreements at any time and in any manner.

## **Terms of Service (TOS)**

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that the Company may prospectively change the specified rates and charges from time to time.

2. Payment: Payments are due on the anniversary date of the year for that year's service (diyRoberts Hosting accounts). You agree that until and unless you notify diyRoberts Hosting of your desire to cancel any or all services received, those services will be billed on a recurring basis.

3. Payments and Fees: Credit cards that are declined for any reason are subject to a £1.00 declination fee. Service will be interrupted on accounts that reach 10 days past due. Service interrupted for non-payment is subject to a £20 reconnect charge. Accounts not paid by due date are subject to a £9.95 late fee. If you desire to cancel your account, please follow the proper procedure to do this and contact us giving 30 days notice.

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5. Failure to Pay: The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

6. Account Cancellation: Requests for cancelling accounts may be made in writing with at least 30 days notice but not more than 60 days prior written notice and sent to:

Account Cancellations  
diyRoberts  
C/O 30 Victoria Road  
Penarth  
CF64 3HX

You must provide all account information to cancel. You can also contact us using email: [contact@diyRoberts.co.uk](mailto:contact@diyRoberts.co.uk)

7. Acknowledgements: Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

8. Backup Responsibility: diyRoberts makes backup copies of information stored on its servers for disaster recovery purposes on an irregular basis. Availability of backups is not guaranteed and we will not be responsible for loss of customer data. Customers are advised to make regular backups of the information they store on our servers.

9. Transfer of Domains: New webhosting accounts which involve the transfer of a domain from another provider to diyRoberts will require a minimum of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (60) days. Due to the unpredictable nature of the transfer process, no guarantees are made regarding the amount of time a specific transfer may take. If the customer cancels service during the transfer period for any reason, all charges are considered earned.

10. Support Boundaries: diyRoberts provides 24 x 7 email technical support to our subscribers. We limit our technical support to our area of expertise. diyRoberts does not offer tech support for application specific issues such as CGI programming, html, application usage or any other such issue. diyRoberts does not provide technical support for YOUR customers.

11. Domain Name Renewals: You will ensure that you provide accurate contact details for your domain name registration, and that you keep these up to date. Your email address is particularly important as this is where we will send domain renewal information. If you fail to keep your contact details up to date, you may not receive domain name renewal notices and your domain name may not be renewed. diyRoberts will send domain renewal notices by email to the email address given as the domain owner / registrant with full instructions for payment of renewal fees. You are advised to renew your domain names as early as possible. Failure to renew your domain name in sufficient time will result in the release of your domain name. diyRoberts can accept no responsibility for the non-receipt of renewal notices nor for any losses incurred as a result of the release or non-renewal of your domain names. You acknowledge and agree that the company does not guarantee that you will be able to register or renew a desired domain name, even if our systems indicate that domain name is available or you are able to complete an order with respect to such name. You also understand that the company cannot know with certainty whether or not the domain name which you are seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS or other registry databases. You also acknowledge and agree that the company is not responsible for any inaccuracies or errors in the domain name registration or renewal process. You are solely responsible for making sure that your registration or renewal has been properly processed. You further acknowledge and agree that the company may elect to accept or reject your application for registration or renewal for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration or renewal of a prohibited domain name. You also acknowledge and agree that the company is not liable or responsible in any way for any errors, omissions or any other actions by any

third party including any registry administrator arising out of or related to your application for and registration of, renewal of, or failure to register or renew a particular domain name.

## Terms Specifically for diyRoberts Hosting Services

### Terms and Conditions

You indicate acceptance of these terms and conditions of service by placing an order with DIYROBERTS HOSTING (PENARTH IT SERVICES) Ltd. These terms and conditions will not be varied for individual customers.

#### 1 DEFINITIONS

1.1 In this Agreement the following words and expressions shall have the following meanings:

1.1.1 "downtime" means any service interruption in the availability to visitors of the Website;

1.1.2 "intellectual property rights" means patents, trademarks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country;

1.1.3 "DIYROBERTS HOSTING (PENARTH IT SERVICES)" means DIYROBERTS HOSTING (PENARTH IT SERVICES) Ltd

1.1.4 "IP address" stands for internet protocol address which is the numeric address for the server;

1.1.5 "ISP" stands for internet service provider;

1.1.6 "server" means the computer server equipment operated by DIYROBERTS HOSTING (PENARTH IT SERVICES) in connection with the provision of the Services;

1.1.7 "the Services" means web hosting, domain name registration, email and any other services or facilities provided by DIYROBERTS HOSTING (PENARTH IT SERVICES).

1.1.8 "spam" means sending unsolicited and/or bulk emails;

1.1.9 "virus" means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "trojan horses";

1.1.10 "visitor" means a third party who has accessed the Website;

1.2 Product specifications and details may be found at [HTTP://WWW.DIYROBERTSHOSTING.CO.UK](http://www.diyrobertshosting.co.uk).

1.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.4 The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

## 2 INTRODUCTION

2.1 The Customer wishes to provide DIYROBERTS HOSTING (PENARTH IT SERVICES) with data that will be hosted on DIYROBERTS HOSTING (PENARTH IT SERVICES)'s servers and made accessible via the Internet.

2.2 DIYROBERTS HOSTING (PENARTH IT SERVICES) provides web hosting services and has agreed to host the Customer's data upon the following terms and conditions.

## 3 DUTIES

3.1 DIYROBERTS HOSTING (PENARTH IT SERVICES) shall provide to the Customer the Services specified in their order subject to the following terms and conditions.

3.2 The Customer shall deliver to DIYROBERTS HOSTING (PENARTH IT SERVICES) the website and the software used in the website which is owned by the Customer, or licensed to him by a third party or DIYROBERTS HOSTING (PENARTH IT SERVICES) ("the Customer Software), in a format specified by DIYROBERTS HOSTING (PENARTH IT SERVICES).

## 4 CHARGES ,PAYMENT AND MONEY-BACK GUARANTEE

4.1 Payment methods include credit cards (including MasterCard and Visa), debit cards (including Switch/Maestro), bank transfer and PayPal

4.2 DIYROBERTS HOSTING (PENARTH IT SERVICES) do not accept postal orders, cash or any other form of payment other than those outlined in 4.1

4.3 The Charges are exclusive of VAT, as the company are not VAT registered.

4.4 DIYROBERTS HOSTING (PENARTH IT SERVICES) shall be entitled to charge interest in respect of late payment of any sum due under this Agreement, which shall accrue from the date when

payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England from time to time in force.

4.5 DIYROBERTS HOSTING (PENARTH IT SERVICES) do not provide credit facilities.

4.6 From time to time DIYROBERTS HOSTING (PENARTH IT SERVICES) may make enquiries on the Customers company, proprietor or directors of the Customers company with credit reference agencies. These agencies may record that a search has been made and share this information with other businesses.

4.7 DIYROBERTS HOSTING (PENARTH IT SERVICES) provide "Money-Back Guarantees" on certain products. Should your product qualify for this guarantee please raise a support ticket at [HTTP://WWW.DIYROBERTSHOSTING.CO.UK](http://www.diyrobertshosting.co.uk) within 30 days of placing your order for a full refund. This guarantee excludes domain names which may not be cancelled once ordered. Customers are limited to using the money-back guarantee once. This will be decided at the company's discretion.

4.8 Pro-rata refunds will not be issued for yearly services that are cancelled before the end of the year.

4.9 Should your chosen payment method fail DIYROBERTS HOSTING (PENARTH IT SERVICES) will attempt to settle your invoice using any other payment facilities available on your account.

4.10 All services will renew until cancelled by the customer. DIYROBERTS HOSTING (PENARTH IT SERVICES) emails the customers primary email address prior to renewal of services, it is the customers responsibility to cancel services prior to renewal as no refund can be made once renewal has occurred. Customers must notify us at least 14 days before a service is renewed if they wish to cancel that service. The cancellation process must be fully completed by you before your account is cancelled.

## 5 IP ADDRESSES

5.1 DIYROBERTS HOSTING (PENARTH IT SERVICES) shall maintain control and ownership of the IP address that is assigned to the Customer as part of the Services and reserves the right in its sole discretion to change or remove any and all IP addresses.

5.2 Where DIYROBERTS HOSTING (PENARTH IT SERVICES) changes or removes any IP address it shall use its reasonable endeavours to avoid any disruption to the Customer.

## 6 SOFTWARE LICENCE AND RIGHTS

6.1 If the Customer requires use of software owned by or licensed to DIYROBERTS HOSTING (PENARTH IT SERVICES) ("DIYROBERTS HOSTING (PENARTH IT SERVICES)'s software") in order to use the Services, DIYROBERTS HOSTING (PENARTH IT SERVICES) grants to the Customer and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive licence to use DIYROBERTS HOSTING (PENARTH IT SERVICES) Software in object code form only, in accordance with the terms of this Agreement. For the avoidance of doubt, this Agreement does not transfer or grant to the Customer any right, title, interest or intellectual property rights in DIYROBERTS HOSTING (PENARTH IT SERVICES) Software.

6.2 In relation to DIYROBERTS HOSTING (PENARTH IT SERVICES)'s obligations under this Agreement in connection with the provision of the Services, the Customer grants to DIYROBERTS HOSTING (PENARTH IT SERVICES) a royalty-free, world-wide, non-exclusive licence to use the Customer Software and all text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the website ("the Content"). For the avoidance of doubt, this Agreement does not transfer or grant to DIYROBERTS HOSTING (PENARTH IT SERVICES) any right, title, interest or intellectual property rights in the Customer Software or the Content.

6.3 The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense DIYROBERTS HOSTING (PENARTH IT SERVICES) Software.

6.4 DIYROBERTS HOSTING (PENARTH IT SERVICES) may make such copies of the Customer Content as may be necessary to perform its obligations under this Agreement, including back up copies of the Content. Upon termination or expiration of this Agreement, DIYROBERTS HOSTING (PENARTH IT SERVICES) shall destroy all such copies of the Content and other materials provided by the Customer as and when requested by the Customer.

## 7 SERVICE LEVELS AND DATA BACKUP

7.1 DIYROBERTS HOSTING (PENARTH IT SERVICES) shall use its reasonable endeavours to make the server and the Services available to the Customer 100% of the time but because the Services are provided by means of computer and telecommunications systems, DIYROBERTS HOSTING (PENARTH IT SERVICES) makes no warranties or representations that the Service will be uninterrupted or error-free and DIYROBERTS HOSTING (PENARTH IT SERVICES) shall not, in any event, be liable for interruptions of Service or downtime of the server.

7.2 DIYROBERTS HOSTING (PENARTH IT SERVICES) carries out data backups for use by DIYROBERTS HOSTING (PENARTH IT SERVICES) in the event of systems failure. DIYROBERTS HOSTING (PENARTH IT SERVICES) do not provide data restoration facilities for individual customers. Even though every effort is made to ensure data is backed up correctly DIYROBERTS HOSTING (PENARTH IT SERVICES) accepts no responsibility for data loss or corruption.

## 8 ACCEPTABLE USE POLICY

8.1 The website and use of the Services may be used for lawful purposes only and the Customer may not submit, publish or display any content that breaches any law, statute or regulation. In particular the Customer agrees not to:

8.1.1 use the Services or the website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services;

8.1.2 send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities;

8.1.3 publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights (for the avoidance of doubt this includes licensed software distributed as WareZ), via the Services or on the Website;

8.1.4 threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

8.1.5 engage in illegal or unlawful activities through the Services or via the Website;

8.1.6 make available or upload files to the website or to the Services that the Customer knows contain a virus, worm, trojan or corrupt data; or

8.1.7 obtain or attempt to obtain access, through whatever means, to areas of DIYROBERTS HOSTING (PENARTH IT SERVICES)'s network or the Services which are identified as restricted or confidential. This includes leaving your home directory whilst using SSH access to servers.

8.1.8 operate or attempt to operate IRC bots or other permanent server processes.

8.2 The Customer has full responsibility for the content of the Website. For the avoidance of doubt, DIYROBERTS HOSTING (PENARTH IT SERVICES) is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services.

8.3 If the Customer fails to comply with the Acceptable Use Policy outlined in Clause 8.1 DIYROBERTS HOSTING (PENARTH IT SERVICES) shall be entitled to withdraw the Services and terminate the Customer's account without notice.

## 9 ALTERATIONS AND UPDATES

All alterations and updates to the website shall be made by the Customer using the online account management facility, FTP access or SSH access where available. The Customer will be issued with a user name and password in order to access the account. The Customer must take all reasonable steps to maintain the confidentiality of this user name and password. If the Customer reasonably believes that this information has become known to any unauthorised person, the Customer agrees to immediately inform DIYROBERTS HOSTING (PENARTH IT SERVICES) and the password will be changed.

## 10 WARRANTIES

10.1 The Customer warrants and represents to DIYROBERTS HOSTING (PENARTH IT SERVICES) that DIYROBERTS HOSTING (PENARTH IT SERVICES)'s use of the Content or the Customer Software in accordance with this Agreement will not infringe the intellectual property rights of any third party and that the Customer has the authority to license the Content and the Customer Software to DIYROBERTS HOSTING (PENARTH IT SERVICES) as set out in Clause 6.2.

10.2 All conditions, terms, representations and warranties that are not expressly stated in this Agreement, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded. In particular and without prejudice to that generality, DIYROBERTS HOSTING (PENARTH IT SERVICES) shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

## 11 INDEMNITY

The Customer agrees to indemnify and hold DIYROBERTS HOSTING (PENARTH IT SERVICES) and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against DIYROBERTS HOSTING (PENARTH IT SERVICES) arising out of any breach by the Customer of the terms of this Agreement or other liabilities arising out of or relating to the Website.

## 12 LIMITATION OF LIABILITY

12.1 Nothing in these terms and conditions shall exclude or limit DIYROBERTS HOSTING (PENARTH IT SERVICES)'s liability for death or personal injury resulting from DIYROBERTS HOSTING (PENARTH IT SERVICES)'s negligence or that of its employees, agents or sub-contractors.

12.2 The entire liability of DIYROBERTS HOSTING (PENARTH IT SERVICES) to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

12.3 In no event shall DIYROBERTS HOSTING (PENARTH IT SERVICES) be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or DIYROBERTS HOSTING (PENARTH IT SERVICES) had been made aware of the possibility of the Customer incurring such a loss.

## 13 TERM AND TERMINATION

13.1 This Agreement will become effective on the date the service is ordered and shall continue until terminated by either party in writing of its intention to terminate the Agreement.

13.2 DIYROBERTS HOSTING (PENARTH IT SERVICES) shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due.

13.3 Either party may terminate this Agreement forthwith by notice in writing to the other if:

13.3.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

13.3.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or

13.3.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

13.3.4 the other party ceases to carry on its business or substantially the whole of its business; or

13.3.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13.4 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

13.5 On termination all data held in the customer's account will be deleted.

## 14 ASSIGNMENT

14.1 DIYROBERTS HOSTING (PENARTH IT SERVICES) may assign or otherwise transfer this Agreement at any time.

14.2 The Customer may not assign or otherwise transfer this Agreement or any part of it without DIYROBERTS HOSTING (PENARTH IT SERVICES)'s prior written consent.

## 15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

## 16 SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## 17 NOTICES

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 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 2 days following the date of posting.

## 18 ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be updated without notice.

## 19 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## 20 DOMAIN NAME REGISTRATION

20.1 Domain names are not deemed to be successfully registered until they appear in the relevant whois database of the top level domain name registrar. In the event that a domain name is unavailable when we attempt to register it DIYROBERTS HOSTING (PENARTH IT SERVICES) will provide a full refund for that domain name.

20.2 Please return to the main terms and conditions area of this website to view terms and conditions for individual domain name registrars.

## 21 SCRIPTING

DIYROBERTS HOSTING (PENARTH IT SERVICES) are not responsible for customer programming issues other than ensuring that programming languages such as Perl, PHP and ASP are installed and functioning on the web hosting system.

## 22 PRIVACY

To protect your privacy we will not distribute your details to third parties, unless required to do so by law.

## 23 DATA TRANSFER

23.1 Web hosting accounts include a certain amount of data transfer, if you exceed this amount in any one month your account will be deactivated until you have upgraded to an account that has more data transfer included.

23.2 Web hosting accounts are prohibited from hosting file distribution websites (including but not limited to music, video and software), adult content orientated websites, hosting banners, graphics or cgi scripts for other websites, storing pages, files or data as a repository for other websites or personal computers, giving away web space under a domain, sub domain or directory.

#### 24 SERVER USAGE

Should your account use more than 5% of the servers processing power and as a result have a detrimental effect on other customers we will discuss with you alternative solutions for your hosting requirements.

#### 25 AFFILIATE PROGRAMME

Commission earned via the affiliate programme will only be paid by using a valid direct debit/credit mandate on your account. It is the customers responsibility to ensure they have this facility. In the event of the customer not being able to obtain this facility then no commission will be paid.

#### 26 EMAIL NEWSLETTER

DIYROBERTS HOSTING (PENARTH IT SERVICES) communicates with it's customers via email and as such you agree to receive by email our regular newsletter which contains amongst other things changes to our terms and conditions, notification of major outages, updates to our products & features and special offers.

#### 27 WEBSITE USAGE

Unlimited web space is available for genuine web site content, content must be linked into web pages. Customers are prohibited from using the server as a file/backup repository. Customers are expected to employ good housekeeping when maintaining their account.

#### 28 MAIL BOXES

Mail boxes not accessed for 100 days or more will be deleted from the system.