



Spectulise Ltd.
Registered company: 5032503
6 Pinehurst, Sevenoaks
Kent, TN14 5AQ

Terms and conditions of service – version 1.3 – 17/09/2005

1. Interpretation

1.1 Definitions

Unless otherwise stated, the following definitions apply to this document:

- "we", "us", and "our" are references to Spectulise Ltd;
- "you", "your" and "customer" are references to the person paying for services from Spectulise Ltd having entered into this agreement;
- "services" are web hosting, domain registration, design, outsourced support, email and other services or facility provided by us to you;
- "server" is the computer equipment operated by Spectulise in connection to the services provided;
- "order" means a request made by the customer to Spectulise for services to be supplied subject to these conditions;
- "charges" are the charges payable by the customer for the provision of services and may alter annually.

1.2 Include

The words "include" and "including" are to be construed without limitation.

1.3 Headings

The headings in this document are for convenience only and shall not affect the interpretation of these conditions.

2. Domain names

2.1 .Domain names may be purchased by Spectulise using a third party domain registration company. If in the future you wish to move your domain we will surrender the domain (providing it has been fully paid for) transferring it to your choice of provider.

2.2 .UK domain names have to be registered via Nominet for a minimum of two years. Spectulise cover the cost of the domain for two years upfront. If you wish to leave our services within the first year and would like to transfer the domain, the remaining fee for the domain will be due (currently £5).

3. Refunds

3.1 Money back guarantee

3.1.1 Customers are entitled to a full refund within 14 days of the initial order being placed. (Excluding domain names purchased). This will normally be issued by cheque or bank transfer.

3.1.2 The 14 day money back guarantee does not apply and will not be issued if more than 50% of allocated data transfer has already been used on the web hosting account. This money back guarantee does not apply to domain name registrations or if the account has breached these terms and conditions prior to cancellation.

3.2 Account cancellations

After the 14 day introduction period, no refunds will be issued for account cancellations, the service will be available for the prepaid period, but you can choose not to use it. If cancellation of the account is caused by the customer breaching these terms and conditions, no refund will be issued. No refunds are issued for domain registrations.

4. Misuse

4.1 Spam / Unsolicited Mass E-mail

The sending of Unsolicited Commercial Email (SPAM) through our servers promoting any website or through third party servers promoting a website hosted by us can result in the suspension or termination of the customers web hosting account without refund. Mailing lists may be operated as long as individuals choose to subscribe to receive mailings via clear 'opt in' methods and a strict removal procedure is published in all mailings. 'Safelists' and other advertising related mailing lists may not be operated. Any complaints received are taken seriously and will be investigated.

4.2 Chat Rooms

Only the chat room scripts provided for the customer in their control panel are allowed on our server. Any other scripts found will be disabled and the account suspended in serious or repeat cases. An exception to this term is for scripts which are FULLY applet based whereby the applet is downloaded and run from the clients system.

4.3 Account Use

Under no circumstances must our servers be used for the hosting or communication of, reference to or linking to any of the following:

- 4.3.1** nudity, pornography, anything of a sexual, lewd, or obscene nature;
- 4.3.2** violations of any copyright or any other right of any third party;
- 4.3.3** threatening, abusive, harassing, defamatory statements;
- 4.3.4** promotion of illegal activities (hacking, cracking, etc);
- 4.3.5** information or software containing or about any kind of virus;
- 4.3.6** hate speech or hate propaganda;
- 4.3.7** the collection of personal information for illegal purposes;
- 4.3.8** content deemed by us at our sole discretion to be harmful to us;

4.4 Banned scripts

We do not allow the use of the following scripts on our servers. Alternatives are provided where possible in the control panel – if unsure please ask for a control panel trial or contact Spectulise for assistance:

- UltimateBBS /UBB
- IkonBoard
- All versions of YABB forum
- Proxy scripts
- IRC scripts
- Anonymizer
- Chat rooms not included as standard in the cPanel (see s4.2)
- phpShell and similar command execution scripts
- Webmail and eGallery modules of PHP-Nuke
- FormMail
- phpSitemapNG – Google sitemap creator

5. Billing

5.1 Payment schedules

The customer agrees to supply appropriate payment for the services received from us in advance of the time period during which such services are provided.

5.2 Invoices

All invoice notifications will be sent via email, unless requested otherwise. Customers are required to pay their invoice in advance at the beginning of each payment term using the available method of your choice within 30 working days of the invoice issue date.

5.3 Bank charges

Customers are responsible for the provision of sufficient funds in their account and we will not be held responsible for any charges incurred as a result of overdrawing of the bank account or credit card or as a result of failed transactions.

5.4 Suspension

We reserve the right to suspend any account after 30 working days have passed without due payment being received. Any added time for payment will be at our sole discretion.

5.5 Currencies

All invoices and payments are processed in GB Pound Sterling (£)

5.6 VAT

For the convenience of our small business and student customers, Spectulise is not VAT registered. The price quoted is the final price and VAT cannot be claimed back on this.

6. Backups

6.1 Regularity and policy

Backups are made by a third party management company each day on an incremental basis and each week on a full basis, however, no guarantee's are made of any kind as to the integrity of these backups. All customers are strongly advised to regularly download their own backups from their control panel where a zipped archive is provided daily of all account files and databases.

7. Resource Use

7.1 CPU & Memory

All accounts are monitored for their use of server resources. If any account is using a high amount of server resources we will contact the customer to discuss the issue with them. In serious cases where an account is using a considerably large amount of system resources (memory, CPU etc.) the account may be suspended or script disabled without notice to maintain the smooth running of the server.

7.2 Data transfer and webspace allocations

Customers can request a package upgrade or temporary resource increase at the costs set. It is the sole responsibility of the customer to contact us in advance of requiring extra resources to prevent account suspension. In some cases, accounts are automatically suspended when their resource limits have been reached and manual unsuspension is required by us.

8. Customer Responsibility

8.1 Contact Information

The customer is responsible for keeping their contact details up to date in their billing control panel. We cannot be held responsible for communication mix-up's as a direct result of the customers failure to update their details.

8.2 Sensitive data

Customers are responsible for keeping their usernames, passwords and other sensitive data safe. If a breach is suspected, the customer is required to request a change of login details by contacting Spectulise.

9. Contact procedure

9.1 If a breach of these terms and conditions is found we will, at our sole discretion, determine whether it is a serious or minor breach. If a serious breach of these terms is found we reserve the right to suspend the account(s) of the customer in question or disable any part of the account before contacting them. We will however make an attempt to contact the customer prior to suspension in the event of a minor breach using the email address we have on record for your account. If no reply is received within 3 days we will

escalate the status of the breach to a serious breach and may suspend the account(s).

10. Limitation of Liability & General Terms

10.1 We are not responsible for any claimed damages, which may result from our servers going offline, or being unavailable for any reason. This includes damages which may result from the corruption or deletion of data. The customer agrees to indemnify and hold us and our employees harmless from any claims, damages, including but not limited to consequential damages resulting from the use of the service which damages the customer or any other party.

10.2 We will cooperate fully with investigations of violation of systems or network security at other sites and will cooperate with law enforcement authorities in the investigation of possible criminal violations. Customers who violate these terms may incur in criminal or civil liability.

10.3 For clients with multiple accounts, we reserve the right to suspend all accounts should the main account owner violate these terms and conditions in a manner deemed by us to be extremely serious.

10.4 We will be the sole arbiter as to what constitutes a violation of these terms and conditions. The failure by a customer to meet or follow any of the above terms and conditions is grounds for account suspension or deactivation.

11. Modification

11.1 We reserve the right to add, delete, or modify these Terms and Conditions, our hosting packages and prices at any time with notice provided via email and in your customer control panel(s).

Any questions concerning the above stated terms and conditions should be e-mailed to us before ordering. By using our services you are accepting these terms and conditions.