



## **TERMS AND CONDITIONS**

This Agreement ("Agreement") is between Al et Al Website Design ("ALETAL") and the person (individual or legal person) who submits and pays a B and B Updates' ("BandBUpdates") Order Form ("Invoice" or "OrderForm") for a BandBUpdates website incorporating this Agreement, by reference ("Customer").

This Agreement governs Customer's use of ALETAL's Web Hosting and/or related services including but not exclusively a BandBUpdates website.

### **1. Services**

Subject to the terms of this Agreement, ALETAL agrees to provide Customer with a BandBUpdates website, web hosting and /or related services selected by Customer from ALETAL's then published list of services ("Services") and as described in the Invoice, for the fees stated in the Invoice.

The Services to be provided initially to Customer shall be as selected in the Invoice and thereafter as established through correspondence between Customer and ALETAL.

### **2. Term of Contract**

The initial term of the Agreement shall begin on the date that the Customer generates a paid OrderForm to BandBUpdates announcing the request for activation of the Customer's account (the "Service Commencement Date") and shall continue for the number of months stated in the OrderForm (the "Initial Term").

BandBUpdates reserves the right to reject any submitted Order for any or no reason prior to written acceptance thereof by BandBUpdates. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive terms of the same length as the Initial Term ("Renewal Term") unless BandBUpdates or Customer provides the other with written notice of non-renewal at least ninety (90) days prior to the expiration of the Initial Term or then current Renewal Term, as applicable. The Initial Term and any Renewal Term may be referred to collectively in this Agreement as the "Term."

### **3. Payments**

#### **Fees**

All fees for Services rendered or provided to Customer shall be in accordance with BandBUpdates' price list then in effect. BandBUpdates' billing cycle shall be monthly, quarterly, annually or biennially as indicated on the OrderForm, beginning on the Service Commencement Date. BandBUpdates may require payment for the first billing cycle before beginning service.

Fees for the Renewal Term are payable seven (7) days in advance of each billing cycle. If the OrderForm provides for credit / debit card billing, Customer authorises BandBUpdates to bill subsequent fees to the credit / debit card before, on or after the first day of each successive billing cycle during the Term of this Agreement otherwise BandBUpdates will invoice Customer via electronic mail to the Primary Customer Contact listed on the OrderForm.

Payments must be made in British Pounds. Customer is responsible for providing BandBUpdates with changes to billing information (such as credit card expiration, change in billing address). Payment in full of



such invoiced amount is due upon receipt of the invoice. Should payment in full of any invoice not be received, BandBUpdates may charge interest on overdue amounts at the lesser of 1.5% per month or the maximum non-usurious rate under applicable law.

In addition BandBUpdates may terminate this Agreement and / or suspend Services without notice if payment for Services is overdue. Fees not disputed within thirty (30) days of due date are conclusively deemed accurate. Customer agrees to pay BandBUpdates' reasonable reinstatement fee following a suspension of service for non-payment, and to pay BandBUpdates' reasonable costs of collection of overdue amounts, including collection agency fees, legal fees and court costs.

#### **Fee Increases**

BandBUpdates may amend the Services and / or the fees it charges for Services by giving at least fourteen (14) days notice to Customer, and if Customer does not give a notice of non-renewal as provided in Section 2 above, the Customer shall be deemed to have accepted the new fee and for any subsequent Renewal Terms (unless the fees are further increased in the same manner for a subsequent Renewal Term).

#### **Early Termination**

The Customer acknowledges that the amount of the fee for Services is based on Customer's agreement to pay the fee for the entire Initial Term, or Renewal Term, as applicable. In the event BandBUpdates terminates the Agreement for Customer's breach of the Agreement in accordance with Section 9 (Termination), services will cease immediately and there will be no refund.

### **4. Customer Information**

Customer represents and warrants to BandBUpdates that the information he, she or it has provided and will provide to BandBUpdates for purposes of establishing and maintaining the service is accurate.

If Customer is an individual, Customer represents and warrants to BandBUpdates that he or she is at least 18 years of age, and BandBUpdates reserves the right to ask for proof of age (in the form of a valid passport or photo driving licence) and to carry out checks to verify the information provided.

BandBUpdates may rely on the instructions of the person listed as the Primary Customer Contact on the OrderForm with regard to Customer's account until Customer has provided a written notice changing the Primary Customer Contract.

### **5. Governing Law**

This Agreement shall be governed by the laws of England and all claims concerning this Agreement shall be brought exclusively in English courts located in England. The parties hereby consent to submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defences concerning said forum. The Customer is deemed to have agreed to this Agreement, when commencing use of any of BandBUpdates services.

### **6. Indemnification**

Customer agrees to indemnify and hold harmless ALETAL, BandBUpdates, BandBUpdates' affiliates, and each of their respective officers, directors, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys fees) brought by a third party under any theory of legal liability arising out of or related to the actual or alleged



use of Customer's services in violation of applicable law or the AUP by Customer or any person using Customer's log on information, regardless of whether such person has been authorized to use the services by Customer.

## **7. Disclaimer of Warranties**

CUSTOMER AGREES TO USE ALL BANDBUPDATES' SERVICES AND ANY INFORMATION OBTAINED THROUGH OR FROM ALETAL AT CUSTOMER'S OWN RISK. BANDBUPDATES DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW ALETAL DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

## **8. Limitation of Damages**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF ALETAL AND ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR THREE MONTHS OF SERVICE.

## **9. Suspension and Termination**

### **Suspension of Service**

The Customer agrees that BandBUpdates may suspend services to Customer without notice and without liability if: (i) BandBUpdates reasonably believes that the services are being used in violation of any Terms and Conditions or the AUP; (ii) the Customer fails to cooperate with any reasonable investigation of any suspected violation of the AUP; (iii) BandBUpdates reasonably believes that the suspension of service is necessary to protect its network or its other customers, or (iv) as requested by a law enforcement or regulatory agency. Customer shall pay BandBUpdates's reasonable reinstatement fee if service is reinstated following a suspension of service under this subsection.

### **Termination**

The Agreement may be terminated by either party, without cause, by giving the other party ninety (90) days prior written notice. The Agreement may be terminated by the Customer prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability if BandBUpdates fails in a material way to provide the service in accordance with the terms of the Agreement and does not cure the failure within ten (10) days of Customer's written notice describing the failure in reasonable detail. The Agreement may be terminated by BandBUpdates prior to the expiration of the Initial Term or any Renewal Term without liability as follows:

1. without notice if Customer is overdue on the payment of any amount due under the Agreement;



2. if Customer materially violates any other provision of the Agreement, including the AUP, and fails to cure the violation within ten (10) days of a written notice from ALETAL describing the violation in reasonable detail;
3. without notice if Customer's service is used in violation of a material term of the AUP more than once, or
4. upon one (1) days notice if Customer violates Section 5 (Customer Information) of this Agreement. Either party may terminate this agreement upon ten (10) days advance notice if the other party admits insolvency, makes an assignment for the benefit of its creditors, files for bankruptcy or similar protection, is unable to pay debts as they become due, has a trustee or receiver appointed over all or a substantial portion of its assets, or enters into an agreement for the extension or readjustment of all or substantially all of its obligations.

If a domain name registered through BandBUpdates is transferred or cancelled within the first 2 years of registration, a fee of twelve pounds ninety-nine pence (£12.99) excluding VAT will be charged. The transfer or change of handle / tags will not take place until payment has been received in full.

On termination the Customer may request a copy of the contents of the database behind their website, and any files uploaded to their website for the fee of £59.99 excluding VAT. The customer has no ownership over any of the software or framework behind the website.

## **10. Requests for Customer Information**

Customer agrees that ALETAL may, without notice to Customer, (i) report to the appropriate authorities any conduct by Customer or any of Customer's customers or end users that ALETAL believes violates applicable law, and (ii) provide any information that it has about Customer or any of its customers or end users in response to a formal or informal request from a law enforcement or regulatory agency or in response to a formal request in a civil action that on its face meets the requirements for such a request.

## **11. Backup Copy**

The Customer agrees to maintain a current copy of all content hosted by BandBUpdates notwithstanding any agreement by BandBUpdates to provide back up services.

## **12. Ownership and Copyright**

Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trademarks, service marks, trade secrets, inventions, copyrights, and other intellectual property. Neither party may use the other party's name or trade mark without the other party's prior written consent.

## **13. Notices**

Notices to BandBUpdates under the Agreement shall be given via electronic mail to the e-mail address given for customer support at [www.BandBUpdates.co.uk](http://www.BandBUpdates.co.uk). Notices to the Customer shall be given via electronic mail to the individual listed as the Primary Customer Contact on the Order Form. Notices are deemed received on the day transmitted, or if that day is not a business day, on the first business day following the day delivered. The Customer may change his, her or its notice address by a notice given in accordance with this Section.

## **14. Force Majeure**



BandBUpdates shall not be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond BandBUpdates' control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labour action, theft, destruction, terrorist activity, acts of God or other events of a magnitude or type for which precautions are not generally taken in the industry.

## **15. Changes to ALETAL.co.uk's Network**

Upgrades and other changes in ALETAL's network, including, but not limited to changes in its software, hardware, and service providers may affect the display or operation of Customer's hosted content and/or applications. ALETAL reserves the right to change its network at its commercially reasonable discretion, and ALETAL shall not be liable for any resulting harm to Customer.

## **16. Miscellaneous**

BandBUpdates reserves the right to amend this Agreement and the AUP and Customer shall be bound by any such amendments. Customer shall have the obligation to periodically visit BandBUpdates' website [www.BandBUpdates.co.uk](http://www.BandBUpdates.co.uk) to review the AUP and make certain Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the AUP, the terms of the AUP shall govern.

The terms on Customer's purchase order or other business forms are not binding on BandBUpdates unless they are expressly incorporated into a formal written agreement signed by both parties. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its right under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The following provisions will survive expiration or termination of the Agreement: fees, indemnity obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement. There are no third party beneficiaries to the Agreement.

Customer may not transfer the Agreement without BandBUpdates' prior written consent. BandBUpdates' approval for assignment is contingent on the assignee meeting BandBUpdates' credit approval criteria. BandBUpdates may assign the Agreement in whole or in part. This Agreement together with the OrderForm and AUP constitutes the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replace any prior understanding or communication, written or oral. The Customer is deemed to have agreed to this Agreement when commencing use of any of BandBUpdates Services.

## **17. Acceptable Usage Policy**

BandBUpdates is an affiliate of ALETAL who is a re-seller of the web hosting services of UK-2 Ltd. As such, customers of BandBUpdates are subject to the same acceptable usage policy as customers of UK-2 Ltd (the "Acceptable Usage Policy") as detailed below.

The UK-2 Ltd Usage Policy has been developed with the following objectives:

- Ensure security, reliability and privacy of UK-2 Ltd' systems and network, and the networks and systems of others.
- Maintain the image and reputation of UK-2 Ltd as a responsible provider.



- Preserve the value of Internet resources as a conduit for free expression.
- Encourage the responsible use of net resources and discourage practices which degrade the usability of network resources and thus the value of Internet services.
- Avoid situations that may cause UK-2 Ltd to incur civil liability.
- Preserve the privacy and security of individual users.

We expect our Customers to use the Internet with courtesy and responsibility and to be familiar with and to practice good Internet etiquette. By adhering to the following policies, our Customers are protecting the rights and privileges of all Internet users. Violation of any of the following policies is strictly prohibited and will result in:

- Immediate termination of all accounts
- Immediate suspension of websites
- Notification of suspected of illegal activities to the relevant authorities e.g. the Police and / or the Internet Watch Foundation

### **General Conduct**

1. Customers are prohibited from transmitting on or through any of UK-2 Ltd' services, any material that is, in UK-2 Ltd' sole discretion, unlawful, threatening, abusive, libellous, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international law, statute or regulation.
2. UK-2 Ltd' services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of UK regulation or law is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. UK-2 Ltd reserves the right to remove such illegal material from its servers.
3. Customers may not engage in tortuous conduct including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or making physical threats against another person via email, news, or any other electronic media/service we provide.
4. The Customer is responsible for providing and maintaining accurate and up-to-date billing information. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

### **System and Network Usage Security**

1. Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks.
2. Customers 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.
3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
4. Customers must safeguard their account passwords to prevent unauthorized access to their account.
5. Users who violate systems or network security may incur criminal or civil liability. UK-2 Ltd will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
6. UK2 Reserve the right to access servers/accounts within their network if they believe the terms and conditions of use are not being followed.



7. Bit Torrent software and P2P protocol software is not permitted on our network. Servers continuously running a risk of supporting these types of services will be disabled and cancelled from our network.

See: UK2 Server Access Regulations

### **Email**

1. Harassment, whether through language, frequency, or size of messages, is prohibited.
2. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the Customer must not send that person any further email.
3. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.
4. Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
5. Malicious email, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of email) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited.
6. Forging of header or any other information is not permitted.
7. Subscribing someone else to a mail list or removing someone else from a mail list without that person's permission is prohibited.
8. UK-2 Ltd accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Usage Policy or the usage policy of that other provider.
9. These rules apply to other types of Internet-based distribution mediums as well. USENET postings have their own regulations; see below.

### **USENET (News)**

1. UK-2 Ltd is not responsible for the content of any USENET posting, whether or not the posting was made by a UK-2 Ltd Customer.
2. Postings to USENET newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements should only be posted in those newsgroups whose charters/FAQs explicitly permit them. The poster is responsible for determining the etiquette of a given newsgroup, prior to posting to it.
3. Customers are prohibited from posting the same or similar message to large numbers of newsgroups (excessive cross-posting or multiple-posting, also known as "USENET spam").
4. Customers are prohibited from posting binary files to newsgroups not specifically named for that purpose.
5. Customers are prohibited from cancelling or superseding posts other than their own, with the exception of official newsgroup moderators performing their duties.
6. Customers are prohibited from forging header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.
7. A customer may not solicit mail for any other address, other than that of the Customer's UK-2 Ltd account or service, with the intent to harass or collect replies after UK-2 Ltd' service has been terminated.

### **IRC (Internet Relay Chat)**

1. UK-2 Ltd is not liable for the content of any communications made on IRC.
2. IRC robots ("bots" or "clones") or IRC sessions may not be run from UK-2 Ltd' server accounts.



3. Customers may not attempt to impersonate others or use IRC anonymously by disguising their hostname or username.
4. Customers are prohibited from using IRC scripts or programs that interfere with or deny service to other users on any server or host. Customers are also prohibited from engaging in activities which harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to fill the screens of others), "flashing" (disrupting terminal emulation), "takeovers" (forcibly seizing operator privileges), attempting to send private messages to those who do not wish to see them (via "ignore"), attempting to return to a channel after being banned from it, and other disruptive behaviours.

### **General Uses**

1. Customers may not use mail services, mail forwarding capabilities, POP accounts, or auto responders other than for the Customer's own account.
2. Customers may not employ posts or programs that consume excessive CPU time or storage space. UK-2 Ltd reserves the right to kill off CPU intensive process.

### **Banned Scripts**

1. We do not allow scripts that requires more than 8Mb of memory space, more than 30 CPU seconds, or use more than 5% of all available shared system resources at any time.
2. We do not allow to run stand-alone, unattended server-side processes at any point in time on the shared servers. This includes any and all daemons, such as IRCD, Any software that interfaces with an IRC (Internet Relay Chat) network.
3. We do not allow IRC, egg drop bots or anything of the sort on our network. IRC servers are subject to DOS Attacks The ports necessary to make IRC work are filtered. If you are caught running an IRC server inside our network your account will be terminated. This is a pretty common practice in the hosting market today.
4. We do not allow following scripts with known security issue. UltimateBBS (all versions), Ikonboard (all versions), IRC Egg Drops, Proxy Servers, nph-proxy, The Anonymizer, any soap mailers, CGI-telnet or script that opens a shell session with the server.

The Usage Policy defines the actions which UK-2 Ltd. considers to be abusive, and thus, strictly prohibited. The examples set forth in this policy are non-exclusive, and are provided solely for guidance to customers.

If you are unsure whether any contemplated use or activity is prohibited, please use our online forms and we will assist you. Please note that the activities set forth above are also not permitted from other Internet Service Providers on behalf of, or to advertise, any service hosted by UK-2 Ltd, or connected via our network. Furthermore, such services may not be advertised via deceptive marketing policies.

UK-2 Ltd must further limit any exceptions made to the Usage Policy as secondary in regards to server and networks security, performance and integrity. Any user, regardless of exception status, may have his or her service disabled if it is interfering with our servers or network.

Specific questions about this policy should be filled out on our online forms. Reports of activity in violation of this policy may be sent via registered post to our head office.

## **18. Ownership**

BandBUpdates is and will remain the exclusive owner everywhere in the world of all intellectual property rights and interests (including copyright and all other statutory and common law rights and interests) in any attributable Design Work performed by



BandBupdates for the Customer, as first owner of those intellectual property rights and interests.

BandBupdates shall retain exclusive worldwide ownership at all times of its artistic styles, methods of working, techniques, general creative ideas and skills.

BandBupdates asserts their right to be identified as the author(s) of all Work created by them for the Customer and does not waive any of their moral rights in any Work created for the Customer, and without limitation the Customer must:

- attribute all Work to the Designer to the extent that the Work is of a type where attribution can reasonably be given;
- not attribute the Work to anyone other than the Designer or remove any of the Designer's trademarks, signatures, monograms, devices and the like from the Designer's Work; and
- not alter, modify or adapt in any way the Designer's Work without the Designer's express written consent.

Upon termination of the service agreement with BandBupdates the Customer must approach BandBupdates to purchase the intellectual property of any Design Work that they may wish to reproduce.