

## Hosting

### Whereas

The Company (Effective Group (UK) Ltd) is engaged in the business of providing Internet services, including the supply of web site hosting. The Client wishes to use these services, and the Company agrees to provide services to the Client on the following Terms and Conditions:

### Definitions

- "Agreement" means this Agreement between the Company and Client
- "Charges" means those charges set out in this Agreement
- "Server" means the computer equipment operated by the Company in connection with the provision of the Services
- "Services" means the services set out in this Agreement

### Terms and Conditions

1. The Client is responsible for the actions of any third party to which they allow access to the Services.
2. All data stored or transmitted must be legal under all applicable UK laws. The Client is solely responsible for determining the legality of their data which is stored or transmitted within and outside the UK.
3. Should the Client become the target of a network attack, the Company reserves the right to take any necessary actions (including, but not limited to, temporary suspension of the Client's account) required to return the Server or network operation to normal.
4. The Company will use all reasonable endeavours to maintain, but does not guarantee the privacy of email, network use, and the contents of user directories.
5. Any use, which interferes with the Server's ability to function in its primary purpose of publishing web documents and sending or receiving emails, is prohibited.
6. Mail abuse (including, but not limited to, mass mailing unsolicited email and email forgery) and Usenet news abuse (including, but not limited to, mass crossposting articles and posting unrelated to group topics), whether direct or indirect, whether used externally to promote a site hosted on the Server or sent via the Server, is prohibited.
7. Use of the Services to provide software or lists for mass mailing unsolicited email is prohibited.
8. Use of the Services to commit network abuse (including, but not limited to, denial of service attacks such as ping bombing, email bombing, "smurf", "winnuke", "land", "teardrop", etc.) or otherwise compromise the security of hosts or networks is prohibited.
9. The Client will indemnify and hold harmless the Company against any loss, damage, cost and expense which the Company may incur or become liable for by reason of claims or actions for libel, violation of privacy rights, plagiarism, copyright infringement, and claims arising in connection with data transmitted pursuant to the terms and provisions of this Agreement and any claims or suits resulting from the Client's use of the Services including, without limitation, the expense and cost of defending any and all such claims and actions, except where such claims result solely from the negligence of the Company's failure to perform its obligations under this Agreement.
10. If the Company is informed of an alleged copyright or trademark infringement involving the Client's Services, the Company will attempt to notify the Client of those allegations and secure a response. The Company may, at its sole discretion, remove or terminate the Services containing, on a temporary or permanent basis, materials that the Company believes may create, constitute, or contribute to copyright or trademark infringements. The Client expressly waives the right to assert any claims against the Company for any such removal or termination.
11. Accounts will be invoiced on an annual basis by email. Payment is due within 14 days of receipt of each invoice. Overdue accounts may be terminated or suspended at the discretion of the Company.
12. The Company may terminate the Services to the Client at any time, without notice, for violation of this agreement. The Company will not be liable for any damages or harm to the Client resulting from such termination.
13. The Company may terminate the Services to the Client at any time after a minimum term of 12 months, giving 28 days notice to the termination date. A refund covering any remaining period of paid-up Charges will be made. The Company will not be held responsible for any other Charges directly, indirectly or otherwise due because of suspension of the Services.

14. The Client may terminate their account at any time after a minimum term of 12 months, giving 28 days notice to the termination date. The request to terminate the account must be sent via an email message to [andrew.streets@effective-group.com](mailto:andrew.streets@effective-group.com).
15. Use of the Services indicates acceptance of this Agreement by the Client.
16. Use of the Services, including the storage of information (including web site data and emails), is at the Client's sole risk. The Client is solely responsible for taking backups of all stored information and should insure themselves against any loss of data.
17. The Company will refund to the Client the daily cost of the appropriate hosting charge, where the Services are unavailable for a full 24 hour period. Such refund will be given as credit against the Client's account. The Company will not be liable for other consequential, direct, indirect, incidental, or special damages arising out of the use of, or loss of Services.
18. The Company may temporarily suspend for the purpose of repair, maintenance or improvement, part or all of the Services, generally without notice. The Company undertakes to use reasonable endeavours to inform the Client of future changes and/or downtime and to restore Services as soon as practical after any such suspension. Necessary suspension of Services does not indemnify refunds under the loss of Services provision above.
19. The Company may vary the technical specification of the Services for operational reasons.
20. The Company shall not be liable to the Client or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services if the delay or failure is due to any cause beyond the Company's reasonable control.
21. The terms of this Agreement represent the entire agreement between the parties and supercede any previous representations or agreements whether recorded in writing or otherwise.
22. It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.