

Terms of Service

All accounts are bound by these Terms of Service.

1) Any setup Fees are non-refundable.

2) All fees are due in advance of the services provided. Failure to pay in advance may result in termination or suspension of services without notice.

3) If you cancel your service NO refund will be paid for any unused month. If you cancel your service, but fail to transfer your site(s) to another provider and continue to utilize our hosting network you will be billed until such time that you are no longer utilizing our services. If you wish services to cease immediately, you must request that our services be discontinued immediately.

4) Money Back Guarantee - we offer a limited Money Back Guarantee to all new clients. The purpose of this guarantee is to allow clients to experience our services and determine that they meet or exceed industry standards. To this end, if we have not met industry standards for service performance and reliability during the first 30 days of a new account being online and the client requests a refund by e-mailing mail@dhrystones.co.uk, we will refund the pro-rated difference of the client's hosting fees for the month. A month is defined as a 30 day period. For example if a customer cancels on the third day of service they would receive a 27 day pro-rated refund, or 90% of their payment. This refund will NOT include any setup fees or hourly support fees paid to us. In all other circumstances monies paid to us are final and nonrefundable.

5) The use of any data or material, which Customer receives from the service provided by dhrystones Ltd, is at Customer's sole and absolute risk. dhrystones Ltd specifically disdaims and denies any responsibility for the completeness, or accuracy of quality of any and all information obtained through the services to be provided hereby.

6) dhrystones Ltd will utilize its best efforts to maintain acceptable performance of services, but dhrystones Ltd makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. dhrystones Ltd cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. dhrystones Ltd will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its system. dhrystones Ltd shall not be liable to Customer or any of its customers for any claims or damages which may be suffered by Customer or its customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-deliveries, or service interruptions.

7) Customer agrees that it shall defend, indemnify, save and hold harmless from any and all demands, liabilities, losses, costs, claims, including reasonable solicitor's fees, ('Liabilities') against dhrystones Ltd, its agents, its customers, servants, officers, employees, that may arise or result from any services provided, performed or agreed to be performed or any product sold by Customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless dhrystones Ltd against Liabilities arising out of any injury to person or property caused by any products sold or distributed in connection with dhrystones Ltd server; and material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party; copyright infringement and any

defective product which Customer sold on dhrystones Ltd' Server. As a result of this, Customer agrees that dhrystones Ltd shall not be liable to Customer for any claims of actual, compensatory and/or consequential damages which may be suffered by Customer, including, but not limited to, losses or damages due to the loss data resulting from delays, non deliveries, or service interruptions unless caused by the negligence of dhrystones Ltd. Notwithstanding the above mentioned, Customer's exclusive remedies, damages, losses and causes of actions shall not exceed the aggregate amount which Customer paid during the term of this Agreement.

8) This section defines the network and host server Service Level Agreement (SLA). To Customers in good financial standing with dhrystones Ltd we guarantee that our network is available 99.99% and their host server is available 99.9% of the time in a given month, excluding scheduled maintenance. The network is defined as core network infrastructure excluding the hardware, services and software running on your server. The server is defined as the host hardware that houses the account. Downtime is measured from the moment the Customer notifies a dhrystones Ltd support representative of a failure to the time the Network or Server responds to an external "ping" request. Notification of network failure must occur at the time of the outage and not after the fact.

If network downtime exceeds 1% in a given month, the Customer will be credited 10% of their monthly hosting fee and an additional 10% for each additional hour of downtime up to 100% of the Customer's monthly hosting fee.

Credits shall not be provided to the Customer if network or server downtime is the result of: a) scheduled maintenance b) circumstances beyond dhrystones Ltd's reasonable control, including, but not limited to: DDoS or other network attacks, upstream or 3rd party network outages, software running the server, war, fire, flood, sabotage, labor disturbance, acts of government, acts of god or c) breaking this Agreement or dhrystones Ltd's Acceptable Use Policy.

9) The Customer may only use dhrystones Ltd' services for lawful purposes. In the event that at any given time, dhrystones Ltd believes that the service is being used by the Customer in contravention with any of the terms and provisions contained in this Agreement, dhrystones Ltd has the right to immediately discontinue such service to Customer without liability other than to refund any unearned prepaid service fees. The following are restrictive uses and shall be cause for the immediate termination of web services and this Agreement without notice to the Customer:

a. Unauthorized distribution or copying copyrighted software, violation of UK export restrictions, embarrassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities; Offering for sale or soliciting e-mail lists for the purposes of bulk e-mail.

b. Unsolicited advertising via email and/or 'Spamming' is a violation of this agreement. Such prohibited conduct subjects Customer to immediate termination of service as provided herein and the termination of this agreement without notice. dhrystones Ltd reserves the right to report such illegal activities to any and all regulatory, administrative and/or governmental authorities for appropriate prosecution.

c. Using a non-existing email return address on a commercial solicitation, spamming (sending unsolicited advertising to numerous email addresses or newsgroups and/or generating a significantly higher volume of outgoing email than a normal user), trolling (posting outrageous messages to generate numerous responses, mailbombing (sending multiple messages without significant new content to the same user), subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, or attempting without authorization to enter into a secured computer system. dhrystones ltd reserves the right to determine what is internet abuse.

d. Tortuous conduct such as posting of defamatory, libelous, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyright, or other intellectual property rights.

e. The Customer expressly understands and agrees that illegal Adult oriented Websites are expressly prohibited. dhrystones ltd reserves the right to immediately terminate and remove any such unauthorized Websites without notice and discontinue service to Customer without notice or liability for actual, compensatory or consequential damages to Customer for the interruption in service.

f. IRC is specifically prohibited.

dhrystones ltd will not be responsible for any damages your business may suffer. dhrystones ltd makes no warranties of any kind, expressed or implied for services we provide. dhrystones ltd disdaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by dhrystones ltd and its employees. The services provided by dhrystones ltd are provided AS-IS and without any warranty expressed or implied. dhrystones ltd reserves the right to revise its policies at any time

Managed Hardware

Those customers renting a managed server from us, we look after the Hardware, Operating System and control panels. Any software that falls outside of these is not supported under the standard terms and conditions and is subject to additional agreements. Servers are monitored using SNMP to monitor server availability of your server.

Acceptable Use Policy

dhrystones ltd has formulated this Acceptable Use Policy in order to encourage the responsible use of dhrystones ltd' services by our customers and other users ('Users'), and to enable us to provide our Users with secure, reliable and productive services.

General Conduct

The dhrystones Ltd network, including the websites hosted by dhrystones Ltd (collectively, the 'dhrystones Ltd Network'), may be used only for lawful purposes. Users may not use the dhrystones Ltd Network in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, or (c) that is obscene, threatening, abusive or hateful, including the advocating of terrorism and/or the killing of any individual or group.

System and Network Security

Users are prohibited from violating or attempting to violate the security of the dhrystones Ltd Network, including, without limitation,

(a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access,

(b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization,

(c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, 'flooding', 'mailbombing' or 'crashing',

(d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or

(e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. dhrystones Ltd will investigate occurrences which may involve such violations and may involve, and cooperate with, appropriate authorities in prosecuting Users who are involved in such violations.

E-Mail

Users may not send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements ('spam') in a way that could be reasonably expected to adversely impact the dhrystones Ltd Network, including, without limitation, using an e-mail account on dhrystones Ltd' network to send spam or bulk e-mail, or using the service of another provider to send spam or to promote a site hosted on or connected to the dhrystones Ltd Network. In addition, Users may not use the dhrystones Ltd Network in order to (a) send e-mail messages which are excessive and/ or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, 'mailbombing', (e) send or receive e-mail messages in a manner that violates the use policies of any other internet service provider, or (f) use an e-mail box exclusively as a storage space for data (g) Offering for sale or soliciting e-mail lists for the purposes of bulk e-mail.

Usenet

Users who post messages to Usenet newsgroups are responsible for becoming familiar with any written charter or FAQ governing use of such newsgroups and complying therewith. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more newsgroups (excessive cross-posting or multiple-posting, also known as 'Usenet spam'), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official newsgroup moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

Suspension / Termination

Any User which dhrystones Ltd determines to have violated any element of this Acceptable Use Policy shall receive a written warning, and may be subject at dhrystones Ltd' discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided, however, that if dhrystones Ltd deems it necessary, it may immediately suspend or terminate such User's service without issuing such a warning. Users which dhrystones Ltd determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

Responsibility

dhrystones Ltd takes no responsibility for any material input by others and not posted to the dhrystones Ltd Network by dhrystones Ltd. dhrystones Ltd is not responsible for the content of any other websites linked to the dhrystones Ltd Network; links are provided as Internet navigation tools only.

Privacy

Any User interacting with our site and providing dhrystones Ltd with name, address, telephone number, e-mail address, domain name or URL or any other personally identifiable information permits dhrystones Ltd to use such information for commercial purposes of its own, including contacting Users about products and services which may be of interest. For each visitor to our Web Site, our Web server recognizes only the visitor's domain name, not the e-mail address. We collect information volunteered by the visitor, such as form submittals and/or site registrations. This information is used to improve the content of our Web site, it is not shared with other organizations for commercial purposes. Any User who does not wish to receive further contacts from dhrystones Ltd should email mail@dhrystones.co.uk.

Copyright Policy

dhrystones ltd does not, and cannot, control what content is available to you using the dhrystones ltd Network. dhrystones ltd users decide what content to make available to others using the dhrystones ltd network and what content to download. Users are responsible for complying with all applicable laws applicable to such content, including copyright laws.

dhrystones ltd respects copyright law and expects our users to do the same. Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holders' rights. As a condition to your account with dhrystones ltd, you agree that you will not use the dhrystones ltd service to infringe the intellectual property rights of others in any way. dhrystones ltd will terminate the accounts of users who are repeat infringers of the copyrights, or other intellectual property rights, of others. In addition, dhrystones ltd reserves the right to terminate the account of a user upon any single infringement of the rights of others in conjunction with use of the dhrystones ltd service, or if dhrystones ltd believes that user conduct is harmful to the interests of dhrystones ltd, its affiliates, or other users, or for any other reason in dhrystones ltd' sole discretion, with or without cause.

dhrystones ltd does not sell, rent or otherwise disclose its mailing lists to third parties.

All IP assignments are subject to RIPE justification.