



Space On The Cloud

Terms of Service

Introduction

This document describes the service that is offered, and the charges levied for those services. It describes the specific levels of service you will receive, and finally describes some actions that are prohibited.

Setting aside the legal and market-speak, we will uphold our end of this agreement to the best of our ability in an honest and straightforward fashion. We will attempt to support you with highly technical persons who also understand the social context that this service exists in, wherever possible. In return, we ask that you follow the terms stated in this agreement.

Agreement Defined Terms

"Agreement" means any agreement to which these terms & conditions are incorporated.

"Supplier", "Space On The Cloud" and "1 Click Services" means 1 Click Services Limited with registered office at 73 Stonecote Ridge, Bussage, Stroud, Gloucestershire. GL6 8JY.

"Package" means a collection of Services.

"Pay As You Go" means Space On The Cloud, no minimum term commitment monthly payment option.

"Prices" means the Prices for the Services set out in order form or as otherwise notified to you.

"Services" means the Services to be provided by Space On The Cloud.

"You/Your" means the person or company who purchases Services from Space On The Cloud.

The Supplier

Space On The Cloud (which is the trading name of 1 Click Services Limited), provides website hosting, email hosting, virtual and dedicated servers which are accessible via UDP and TCP/IP. You are responsible for the use of software on your account. All parties entering into this contract must be at least 18 years of age.

The specific operating system, the amount of money charged per unit time, and the unit time itself are agreed upon during commencement of the service.

The purchaser of a product is responsible for its use and will be liable for any charges that come about from misuse or over usage. You agree the contract is legally binding. You agree any legal holes in this contract will instantly take the sole view of 1 Click Services Limited should they become scrutinised by a members of a courtroom, judge, jury or any number of these; you agree this contract carries the meaning 1 Click Services Limited understands the contract to have.

IP addresses

You acknowledge that you have no right, title or interest in the IP address allocated to you, and that any IP address allocated to you is allocated as part of the services and is not portable or otherwise transferable by you in any manner whatsoever.

If an IP address is renumbered or reallocated by the Supplier, the Supplier shall use his reasonable endeavors to avoid any disruption to you.

You agree that you will have no right, title or interest to the IP address upon termination of this agreement, and that the acquisition by you of a new IP address for your Website following termination of this agreement shall be exclusively your responsibility.

SSL Certificates

You acknowledge that you have no right, title or interest in the SSL Certificate allocated to you, and that any SSL Certificate allocated to you is allocated as part of the services and is not portable or otherwise transferable by you in any manner whatsoever.

Software license and rights

If and to the extent that you require use of the Supplier's software in order to use the Services, the Supplier grants to you a royalty-free, world-wide, non-transferable, non-exclusive license to use the Supplier's software in object code form only. You have the right to authorise your employees, agents and third party consultants and contractors to use the Supplier's software as aforesaid provided that such use is consistent with the terms of this agreement.

You grant to the Supplier a permanent, royalty-free, world wide, non-exclusive license to use 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 your Website and all associated software ("Content"). The supplier will be able to use this content for any means the supplier deems suitable, including and not limited to the supplier's own needs and/or requirements. If you do not own the copyright and 1 Click Services Limited uses the material you posted for any reason it deems suitable, you will be liable for any fines, costs and court case costs 1 Click Services Limited receives as a result of infringing copyrighted material. These costs will also include any costs that include accumulate from a separate court case to resolve the payment of any original costs due to this agreement.

Customers may not employ posts or programs that consume excessive CPU time or storage space.

Save as expressly set out herein, this agreement does not:

- transfer or grant to you any right, title, interest or intellectual property rights in the Supplier's software.

You agree that you will not for yourself, or through any parent, subsidiary, affiliate, agent or other third party:

- copy the Supplier's software except as expressly permitted under this agreement or by law;
- sell, lease, license or sublicense the Supplier's software or the documentation connected with it; or
- use any confidential or commercially sensitive information or data of the Supplier.

The Service

You may not terminate the service at any time after the first 20 days. Cancellations must be done by method of post. The supplier is not responsible for lost mail or mail which has not been seen by one of its employees. Once the supplier acknowledges this you will receive an email. All cancellations are processed on the same business day as received by the supplier and any related services are removed within the same period. Refunds will generally not be issued unless the Supplier believes that there are appropriate grounds for a request. The Supplier does not offer refunds on virtual or dedicated servers under any circumstances. If applicable; refunds will only be issued in accordance with the *calculations* and *cancellations* sections of this agreement.

Any refund will exclude:

The equivalent to one days service in fees for each day you have received a service.
The equivalent to one days service in fees for each day you will have received a service during the cancellation procedure.

Any control panel licensing fees or third party costs

Any money relevant to your service, which the supplier is unable to receive a refund on.

Any other charges applicable in the calculations section of this agreement.

Any refund will be conducted according to the *calculations* section of this agreement.

Requests for refund must come from the postal address the supplier has associated with your account. The Supplier reserves the right to require proof of identity. If proof of identity is not forthcoming the Supplier shall be under no obligation to make any refunds.

We withhold the right to suspend or terminate any account in the event that we deem it necessary. Should any part of your account be overdue the Supplier reserve the right to suspend all services associated with your account.

Management of services is limited to 3 hours of individual support per customer. Beyond this support is chargeable at £18 per hour or part hour at the Supplier's discretion.

Reloads on virtual dedicated servers / remote assistance are chargeable at £18/hour at our discretion. Remote assistance is not covered in the included hours of individual support.

Should remote assistance be required the supplier reserves the right to charge any associated expenses to the client as a call out charge.

Payment and contract term

Your contract with the supplier is of 1 year fixed term. Once the year has finished you can either pay for a further year at the current rate or not renew the contract.

You may ask the supplier to hold your account open for an additional 28 days (for a website) or 5 days (for a server). This is a good way to keep your website up if you need to. This means that the supplier will not suspend your account for non-payment as you are agreeing you will enter another year long fixed term contract. You must do this by e-mail. If you pay more than 7 days (one week) after your previous contract end date you will have an accumulated a debt which will be dealt with according to the debt section of this agreement. You may also be subject to late payment fees if you pay later than 7 days from when your payment would have been due.

If you do not re-new your contract the supplier is not required to return any copies of any content on your website or keep copies of such content. The supplier may keep the content forever under the Software license and rights section of this contract. The supplier is entitled to charge an upload fee if the account is switched back on again after the original contract term expires. The upload fee is £50. When your contract expires the supplier may return a copy of the website content and charge £250 for the data copy at the suppliers choosing. The supplier may levy a charge it deems appropriate for the medium, which the data is supplied on. The supplier may also charge for postage, packaging and other third party costs, as the supplier deems appropriate. The supplier is not responsible for data becoming lost in the postal system. The supplier can set what it deems a suitable timeframe for payment from the point at which it issues an invoice.

The supplier is not required to supply the medium by which the website content is exchanged with. The supplier can terminate your service exactly once the paid for period from your sign up date has passed. The supplier will attempt, but isn't required to contact you by e-mail before your contract expires.

If the contract is not renewed then the contract finishes subject to the extended provisions section of this agreement. The Software license and rights section and any clause, which relates to this section, still apply.

Late Payment

Should payment be late by greater than 7 days we reserve the right to levy a late fee on your account of £10 or 10% whichever is higher. The supplier may charge interest on any overdue

account after 7 days. Interest is charged daily at 40% APR above the Bank of England base rate.

Servers

Beyond 7 days late we reserve the right to disconnect your server and there will be a reconnection fee of £55 for VPS and £80 for dedicated servers. The supplier may charge interest on any overdue account after 48 hours. Interest is charged daily at 40% APR above the Bank of England base rate.

Debt

Should you be late paying by more than seven days (one week) the supplier reserves the right to consider this a debt. The supplier may use any reasonable means to collect the debt. The supplier may take debt to court and/or sell debt to a collection agency after 30 days if the supplier deems it to be an appropriate action. The supplier may add court costs and administration charges along with its own legal fees to the debt at the level, which the supplier has been charged. The supplier may continue to charge interest up until when either it has received payment or when its debt collection agency has received payment. If a debt collection agency is dealing with the debt they must receive the payment.

Downtime

The Supplier shall investigate any downtime using suitably qualified personnel, once reasonably practicable after becoming aware of it, and shall remedy the downtime when considered reasonably practicable by 1 Click Services Limited.

Mid Term Alterations

The supplier may charge you for making changes during your agreed contract term.

Domain Changes

If you require your web hosting to be pointed at a new domain we reserve the right to charge a £5 administration fee.

Downgrades

If you wish to alter your package to one of the same price or cheaper; it will be considered to be a downgrade. Downgrades require you to cancel your current package in accordance to our cancellation procedure. You may then take out the downgraded package as per normal.

Upgrades

If you wish to alter your package to a more expensive one, it will be considered to be an upgrade.

If you have more than half your fixed term remaining you may pay only the difference in cost between the two packages rather than the full fee of the upgraded package.

If you are over half way through your current package's fixed term you may purchase an upgrade for half of the difference in price between the two packages.

FrontPage Extensions

The supplier does not provide support for FrontPage extensions or plug-ins due to the security risk they represent.

The supplier will allow such extensions on dedicated virtual private servers where the client is the only user. The supplier reserves the right to charge its normal rate for virtual private servers.

Warranties

The Supplier warrants to you that all services provided to you by the Supplier shall be provided with due care and skill.

You warrant to the Supplier that:

- the Supplier's use of the Content in accordance with this agreement will not infringe the intellectual property rights of any third party;
- you have the rights, power and authority to license the Content to the Supplier as set out in herein.

Save as expressly set out in this agreement all representations, warranties, terms and conditions whether oral or written, express or implied by law, custom, statute or otherwise and including but not limited to satisfactory quality or fitness for any particular purpose are excluded as far as is permissible under Great British law. In particular and without prejudice to that generality, whilst the Supplier shall take reasonable care to avoid passing on any viruses or introducing them you the Supplier shall not be liable to you as a result of any virus introduced or passed on to you. You are advised to check the website regularly for viruses.

Liability

Notwithstanding any other provision in this agreement, the Supplier's liability to you for death or injury resulting from his own negligence or that of his employees, agents or sub-contractors shall be limited to the charges levied for the provision of the services in the day or days in which the damage complained of arose. This will be calculated according to the calculations section of this agreement and will be subject to the refund procedure stated in this agreement.

The Supplier's entire liability to you in respect of any breach of his contractual obligations, any breach of warranty, any representation, statement or tortuous act or omission including negligence arising under or in connection with this agreement shall be limited to the charges levied for the provision of the services in the day or days in which the damage complained of arose.

The Supplier shall not be liable to you for any indirect or consequential loss that you may suffer even if the loss is reasonably foreseeable or you have informed the Supplier of the possibility of you incurring the same.

Chargebacks

Should the Supplier receive a chargeback or a threat of a chargeback and not be giving reasonable time to rectify it in relation to your account the Supplier reserves the right to suspended or terminate the service provided to you with immediate effect regardless of the situation causing the chargeback. This will be dealt with according to the calculations section of this agreement if appropriate.

Backups

For the purposes of this agreement the Supplier does not backup any virtual or dedicated servers. It is down to you to backup your information and accordingly the Supplier does not

accept any liability for any of your data whether being lost due to your failure to backup your information. We do endeavor to keep backups of your Website & Email Hosting accounts, however these are not guaranteed and you are required to keep your own backup. We are not liable for your data backups. The supplier is not liable should any data be lost as a result of our own backups fail.

The Supplier will provide data traffic totaling the amount agreed to during your signup process. You will continue to pay a fee for each unit of bandwidth above and beyond the standard amount. The standard amount of bandwidth you are allotted (which is allotted in both upstream and downstream directions) is made specifically clear to you in this agreement. The additional bandwidth charge can be found in the overages section of this agreement.

Acceptable Use Policy

You shall not use the services or the servers provided by the Supplier to:

- send unsolicited commercial or bulk email to any party for any reason which may or may not result in a complaint.
- Clients are not permitted to provide links to or host pornographic material or anything which could be deemed unsuitable for a young audience on our servers.
- access, or attempt to access a computer or network resource that you are not authorized to access.
- distribute, or make available in any way to any party intellectual property that requires some method of authorization to sell or distribute, which you do not have.
- store, transmit, create, or examine any pictures, realistic or not, of humans, anthropomorphic depictions of human-like creatures, or images suggesting humans that are under the age of 18 years in an either implied or actual pornographic picture.
- forge email headers or TCP/IP packet headers or engage in spoofing.
- distribute worms, trojans, or viruses, or commit or attempt to commit any denial of service attack against any computer, network, or individual.
- violate export controls on any software or intellectual property.
- IRC access is forbidden
- War Bots/X-DCC are not allowed
- No bouncers are allowed
- Shell hosting companies can not be run from our service
- use any peer to peer programs.
- if you are denial of service attacked the Supplier reserve the right to suspend your account to limit the attack. If you are found to have caused the denial of service attack on your account may be suspended or cancelled and you might be billed.
- Abuse towards the Supplier's staff in the form of verbal abuse or anything else that we deem to be offensive may result in cancellation of your account
- No free hosting companies are allowed on our service due to the high risk of abuse by end users
- CPU Heavy processes that constantly effect other users, e.g. seti@home or resource intensive game servers aren't allowed due to resources they take.
- Proxies are not allowed.

No form of IRC access is allowed including but not limited to running IRC servers, IRC clients, linking to IRC network & IRC Bots.

-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.

-Customers may not permit the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for the Customer's own account.

-Customers may not use shared hosting services for back-ups, providing free hosting services or running proxies.

-Store encrypted content to a level of encryption any local authority or UK government department is unable to decrypt.

-1 Click Services may at any time decide you are using too many resources. If this is the case you will be notified and it will be suggested you look to using a Virtual Private Server or

Dedicated Server. This is likely to happen if you have 'unlimited resources' and are starting to negatively affect other users on the shared platform. If 1 Click Services decide you are using too many resources they may at their discretion put a limit on an unlimited account if you do not wish to move your website to a Virtual Private Server or Dedicated Server.

E-Mail

The following terms apply to our e-mail service:

- Harassment, whether through language, frequency, or size of messages, is prohibited.
- 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.
- 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.
- Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
- 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.
- Forging of header or any other information is not permitted.
- Subscribing someone else to a mail list or removing someone else from a mail list without that person's permission is prohibited.
- The Supplier's 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.

Attached Clauses to the Acceptable Use Policy

The Acceptable Use Policy has been developed with the following objectives:

- Ensure security, reliability and privacy of the systems and network the supplier use, and the networks and systems of others.
- Maintain the image and reputation of the supplier 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 the supplier 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.

For the avoidance of doubt, the Supplier does not monitor, and will have no liability for the contents of, any communications transmitted by virtue of the services. Notwithstanding the aforesaid the Supplier reserves the right to withdraw the service without compensation to you in the event of a breach of the Acceptable Use Policy and any such breach shall be treated as a fundamental breach of contract.

Termination

We reserve the right to terminate your account, and any future business relation with you, for any suitable reason at any time through written notification.

Save as otherwise stated in these conditions to the contrary either party may terminate this agreement with immediate effect by written notice to the other party on or at any time after the occurrence of any of the following events:

- the other party being in breach of an obligation under this agreement and, if the breach is capable of remedy, failing to remedy the breach within 14 days after receipt of a written notice of the breach and requiring its remedy;
- the other party passing a resolution for winding up, a court of competent jurisdiction making an order for the other party's winding up or the presentation of a petition for the other party's winding up which is not dismissed within seven days (other than, in each case, for the purposes of solvent amalgamation or reconstruction where the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the other party's obligations under this agreement);
- the making of an administration order in relation to the other party or the appointment of a receiver over or an encumbrance taking possession of or selling an asset of the other party;
- or
- the other party making an arrangement or composition with his creditors generally or making an application to a court of competent jurisdiction for protection from his creditors generally;
- or
- any event occurs to either party which is analogous to the above in any jurisdiction in the world where either party trades resides or is domiciled.
- or
- any event occurs to either party which is analogous to the above in the United Kingdom jurisdiction.

Termination of this agreement for whatever reason shall not affect:

- the accrued rights and liabilities of the parties arising in any way out of this agreement as at the date of termination and in particular but without limitation the right to recover damages against the other; or
- provisions expressed to survive this agreement, which shall remain in full force and effect.

In the event of termination for whatever reason the Supplier shall not be obliged or required to issue any refunds. The Supplier reserves the right in its absolute discretion to grant refunds in the event that extraneous circumstances exist that the Supplier considers justify a refund. The Supplier shall be the sole arbiter of what constitutes extraneous circumstances and the amount of any refunds that the Supplier may consider appropriate.

Termination of this agreement for whatever reason shall not affect:

- the accrued rights and liabilities of the parties arising in any way out of this agreement as at the date of termination and in particular but without limitation the right to recover damages against the other; or
- provisions expressed to survive this agreement, which shall remain in full force and effect.

In the event of termination for whatever reason the Supplier shall not be obliged or required to issue any refunds. The Supplier reserves the right in its absolute discretion to grant refunds in the event that extraneous circumstances exist that the Supplier considers justify a refund. The Supplier shall be the sole arbiter of what constitutes extraneous circumstances and the amount of any refunds that the Supplier may consider appropriate.

Cancellations

Should you wish to cancel this service we must receive notice within the first 20 (twenty) days from your previous annual payment (contract start). Cancellation will be processed immediately unless otherwise requested. Cancellation requests need to be submitted through postal notice, and will only be accepted once an acknowledgement is sent. No other forms of cancellation will be accepted.

Any violation of the Acceptable Use Policy in regard to spamming/hacking done by yourself or one of your clients shall entitle the Supplier to impose a clean up fee in respect of each complaint. The exact charge will be at the choosing of the Supplier.

Also note that we understand that certain violations of the above terms can occur inadvertently, and even as a result of unauthorized access from some third party. We will do

our best to weigh the merits of each individual case and act with common sense and an understanding of the technical and social implications of the situation.

Once the service is cancelled the supplier is not required to return any copies of any content on your website or keep copies of such content. The supplier may keep the content forever under the *Software license and rights* section of this contract. The supplier is entitled to charge an upload fee if the cancellation is revoked after the account has been switched off. The upload fee is £50. The supplier may return a copy of the website content and charge £250 for the data copy at the suppliers choosing. The supplier may also levy a charge it deems appropriate for the medium, which the data is supplied on. The supplier may also charge for postage, packaging and other third party costs as the supplier deems appropriate.

Once the service is cancelled and the supplier receives any money owed to it the contract finishes; excluding the Software license and rights section and any clause, which relates to this section.

Corporate Responsibility

The client is responsible for the actions of your employees, agents and third party consultants and contractors should the suppliers services be misused by one of the aforesaid groups. The aforesaid groups must use the services provided by the supplier in a manner consistent with the terms of this agreement.

Violations

Any violation of this agreement in regard to spamming/hacking done by yourself or one of your clients shall entitle the Supplier to impose a clean up fee in respect of each complaint in accordance our hourly charges of £15 per part or full hour. Also note that we understand that certain violations of the above terms can occur inadvertently, and even as a result of unauthorised access from some third party. We will do our best to weigh the merits of each individual case and act with common sense and an understanding of the technical and social implications of the situation.

Calculations

Any calculations the supplier makes to part refund any service that wasn't provided will be calculated by dividing the annual, monthly or weekly charge (as appropriate) by the number of days covered by the service. This daily charge will then be multiplied by the number of days the supplier is required to refund. The supplier reserves the right to levy a 10% administration charge for any refund.

Privacy Policy

We are committed to protecting your privacy. The information that we collect from you will be used lawfully; in accordance with the Data Protection Act of the United Kingdom. We collect information about you for only two (2) reasons: first, to process your order and second, to provide you with the best possible service.

We promise not sell or submit your details to anyone unless in the course of legal proceedings. The only information we collect about you are the following: your name, address, telephone number, email address, and the IP address you sign up from. The information we hold should be kept accurate and up to date. You may check the information that we hold about you by emailing us. If you find any inaccuracies we will delete or correct it promptly. The personal information which we hold will always be held in accordance with our internal security policy and the law.

Cookies

According to current EU law companies are required to request permission from users for permission before using cookies. We may use cookies to provide certain parts of your service. Upon subscribing, using or paying for your service you agree that we may use cookies to provide certain parts of your service (which normally involve logging in to a system). In the case of a company paying for a service the individual who processed the transaction of paying for the service automatically grants their permission for us to store cookies about them. Cookies are used for the purposes of user-authentication and providing access to user support systems as well as online invoices and payments.

Primary User

You agree that the user, which paid for, the supplier's service, regardless of the company they represent is for the purposes of this agreement the primary user. In the instance that a company paid for the supplier's service, you agree that the representative of the company who processed the payment of the service or who set up the payment of the service (if the payment was automatic) with the supplier is the primary user.

You agree the for the purposes of this agreement that the rights of the primary users cannot be assigned, re-assigned, transferred, or sub-contracted to any other legal entity. You agree that a registered company cannot be the primary user.

You agree that only the Primary User will use authentication systems to access any system relating to our service through an Internet website browser on any device with an Internet connection.

The supplier is not responsible for the Primary User's capability to carry out the role of primary user should they become involved with any event or circumstance beyond the reasonable control of the legal entity the primary user represents including (without limitation) ill-health, death, any act of God, alien, extraterrestrial or non-human invasion, solar flare, objects landing from outer-space including but not limited to asteroids and satellites, erupting volcanoes, ice, snow exceeding 5cm deep, inclement weather, failure or shortage of power supplies, failure of the Internet to an extent at which it disrupts services, flood, drought, lightning, fire, oil spills or other natural disasters, terrorism, aviation or transportation accidents, delays or cancellations, road closures, road works, strike, lock-out or trade dispute or labour disturbance, epidemic, 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, war, military operations, act of terrorism or riot, delay or failure in manufacture, production or supply by third parties of equipment or services or other events of a magnitude or type for which precautions are not generally taken in the industry the service with the supplier is within.

Other Users

In the event that users who are not the primary user require access any part of our system which requires authentication through any internet website browser, the Primary User must organise their access with us. Access for another user is not granted until the supplier has sent written acknowledgement that the supplier has received written and signed confirmation that it is acceptable for us to store cookies containing their personal information for as long as required, as deemed necessary by the supplier. Failure to do so may result in legal action being taken against both the individual and the company the unauthorised user was representing, the primary user and the legal entity, which had its bank account, charged for the suppliers service.

Contract Assignments

You shall not assign, transfer, or sub-contract the benefit and/or burden of this agreement, make it the subject matter of a trust or in any other manner make it over to any third party without the prior written consent of the Supplier, which consent shall not be unreasonably withheld.

The Supplier may assign, transfer, or sub-contract the benefit and/or burden of this agreement, make it the subject matter of a trust or in any other manner make it over to any third party.

You are required to abide by any terms set out in the terms of service of any third party, which the supplier uses to provide the service you require. You are required to ask for these terms separately should you wish to view them. The supplier must issue these terms of service if requested to do so.

Indemnification

Customer agrees to indemnify and hold harmless the supplier, any third parties, the suppliers' 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 attorneys fees and legal costs) 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 acceptable use policy by Customer or any person using Customer's log on information, regardless of whether such person has been authorised to use the services by Customer.

Disclaimer of Warranties

THE CUSTOMER AGREES TO USE ALL THE SUPPLIER'S SERVICES AND ANY INFORMATION OBTAINED THROUGH OR FROM THE SUPPLIER AT CUSTOMER'S OWN RISK.

THE SUPPLIER DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW 1 CLICK SERVICES 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.

Force majeure

'An event of force majeure' means, in relation to either party, an event or circumstance beyond the reasonable control of that party including (without limitation) ill-health, death, any act of God, alien, extraterrestrial or non-human invasion, solar flare, objects landing from outer-space including but not limited to asteroids and satellites, erupting volcanoes, ice, snow exceeding two (2) centimeters deep, inclement weather, failure or shortage of power supplies, failure of the Internet to an extent at which it disrupts services, flood, drought, lightning, fire, oil spills or other natural disasters, terrorism, aviation or transportation accidents, delays or cancellations, road closures, road works, strike, lock-out or trade dispute or labour disturbance, epidemic, 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, war, military operations, act of terrorism or riot, delay or failure in manufacture, production or supply by third parties of equipment or services or other events of a magnitude or type for which precautions are not generally taken in the industry the service with the supplier is within.

The party suffering the event of force majeure shall not be deemed to be in breach of this agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event of force majeure.

If the event of force majeure in question prevails for a continuous period in excess of 1 month after the date on which it began, the other party may give notice to the party suffering the event of force majeure terminating this agreement. The notice to terminate must specify the termination date, which must be not less than 14 clear days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice. This will then be conducted in accordance Cancellation and Termination sections of this agreement.

Waiver

A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.

No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

A waiver by the Company of any breach of any provision of the terms of service by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof. No breach of any provision of this agreement shall be waived or discharged except with the express written consent of the parties.

Invalidity

If any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, whether pursuant to any judgment or otherwise:

- the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
- the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,

shall not be affected or impaired in any way.

If any provision of this agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, that provision shall be divisible from this agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this agreement, the parties shall use their best endeavors to negotiate in good faith with a view to agreeing a substitute provision as closely as possible reflecting the commercial intention of the parties.

Entire agreement

This agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this agreement save for any representation made fraudulently.

Unless otherwise expressly provided elsewhere in this agreement, this agreement may be varied only by a document signed by both of the parties. Any changes to the Terms of Service will not justify non-payment, account cancellation or refund.

Captions

The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties.

Extended Provisions

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.

Price Modifications

The supplier may not modify the price of a service, which has already been paid for in advance. The supplier reserves the right to alter the price of any service at any time. If the supplier chooses to alter the price of a service it must inform the customer within five working days of when the price will be modified. The supplier is not required to state any new prices when informing the client of price modifications. The supplier cannot be held responsible if the client does not receive the price modification notification. Any price modification does not give the customer permission to withdraw from the service. If they do not wish to pay the new price they are not required to take out a new contract when it expires.

Taxation

The supplier does not have to inform the customer if a price modification is caused by an alteration in any form of taxation applied to the service by any global government.

Over Usage

Over usage is known as an Overage. Overage is charged in units. It is billed at £0.50 per unit. A unit is one megabyte of either bandwidth or web space.

Relationship of the parties

Nothing in this agreement and no action taken by the parties pursuant to this agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture, the agents of each other or any other co-operative entity.

Contract Renewal

Purchasing and/or renewing a service from our company means, you hereby enter in to a contract with 1 Click Services Limited and accept our "Terms Of Service" and terms and conditions. Any renewals will be an agreement with any changes made to the "Terms Of Service". You may cancel your agreement at anytime, by going through our cancellation procedure. Any changes to the "Terms Of Service" can be made at any time without notice. Any changes to the "Terms Of Service" will apply to your account with immediate effect. Whenever updated the new terms of service apply immediately. You may cancel your agreement at anytime, by going through our cancellation procedure.

Governing law and jurisdiction

This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to it or its formation, shall be governed by and construed in accordance with the laws of England and Wales and European Union.

The parties irrevocably submit to the exclusive jurisdiction of the courts of England to hear and determine any suit, action or proceedings or settle any disputes arising out of or in connection with this agreement and to enforce any judgment against their respective assets.

Exclusion of third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties.

Agreement Update

This agreement was last updated on the 7th December 2011

Agreement Copyright

This agreement is copyright protected by 1 Click Services 2010-2011