

Web Hosting
Terms and Conditions
July 2009

Web Hosting Terms & Conditions

The following Terms and Conditions are those to which you agree regarding all transactions with Greater Vision or any of its trading styles.

Definitions

- a. "The Internet" being the Global Data Network comprising of networks using Transmission Control Protocol/Internet Protocol.
- b. "Service" being that provided by Greater Vision through which you gain access to the Internet via communications facilities. This may change from time to time and any changes will be notified in writing.
- c. "Client" – the person entering into and accepting these terms and conditions.

The Client

- a) Agrees to pay on request all monies appertaining to chargeable services supplied by Greater Vision. A fee of £10.00 may be levied in respect of correspondence necessary to collect outstanding monies due. The Company shall reserve the right to add interest at the rate of 2% above base rate + VAT which shall accrue from day to day on overdue amounts. This interest will be payable on demand whether before or after judgement.
- b) All services and domain names remain the property of Greater Vision until all monies appertaining to their usage are paid for in full.
- c) Agrees to remain liable for service charges even if they are unable to access the service unless the fault is due to negligence, willful default or omission on the part of Greater Vision.
- d) The service is used entirely at the Clients own risk
- e) Agrees to use the service in a proper manner and not to send or receive material, which is offensive, indecent, abusive, obscene, fraudulent, criminal, menacing, libellous, in breach of confidence, copyright, privacy or any other rights.
- f) Agrees not to use the service in a manner that will cause annoyance, inconvenience or anxiety to any other party or to distribute unsolicited commercial messages throughout the service.
- g) Greater Vision or any of its third party contractors will not be held liable with regard to the accuracy, reliability, availability and performance of resources accessed through the Internet that the client acknowledges are beyond the control and are not in any way warranted or supported by Greater Vision.

Greater Vision

- a. Will maintain all Client information given to them as confidential and will not disclose said information without permission.
- b. Will provide high standards of Client support throughout the course of standard working hours.
- c. While we endeavor hard to provide 100% uptime, it does not mean that your site will be available 100% of the time. Greater Vision can't absolutely and honestly state that we will provide 100% availability because all servers need to be rebooted occasionally, have preventative maintenance performed, and because servers and networks are hardware and software, they may occasionally fail.

Disclaimer

Greater Vision is not liable for the protection or privacy of electronic mail or other information transferred through the Internet using their services. Greater Vision does not warrant that the user will receive continual and uninterrupted service throughout the term of this agreement. In no event shall Greater Vision be liable for any damages resulting from or related to any failure or delay to provide service in the case of fire, theft, vandalism, strikes, riots, inclement weather or any acts of god which are beyond their control, as defined by standard practices in the industry.

Greater Vision does not accept any responsibility for the retention, use or publication of any domain name until such time as the required fee has been tendered and the name has been activated and tested on the Internet.

Data Transfer Allocation Rate

Every Domain Name comes complete with X Gb data transfer allocation (sometimes called Bandwidth) per month. (X = number of GB)

Should the client use more than this allocation, Greater Vision reserve the right to charge at the rate of 2.5p per additional MB used per month. This will be invoiced monthly in arrears. Failure to settle the relevant invoice within 7 days of the date of the invoice will result in suspension of service and any fees already paid will not be refunded.

Web Space

Greater Vision agrees to supply the User with the amount of web space as purchased. Additional space is available and prices will be as published at time of request. Users are responsible for retaining copies of their files as Greater Vision does not guarantee that an up to date back up will be available. Greater Vision will not be held responsible for the loss of any data or any other loss occasioned through the use of Greater Vision facilities.

Greater Vision reserves the right to suspend the service where the space is used contrary to the provisions of the Telecommunications Act 1984 (as amended by the Criminal Justice and Public Order Act 1994). This applies if the service is being used for the distribution of any material that is defamatory, offensive, and abusive or of an obscene or menacing character. It also applies if it is used in connection with the carrying out of a criminal act, or in any manner that would be likely to constitute a violation or infringement of the rights of any individual, firm or company. No material liable to offend should be published on the space and Greater Vision reserves the right to remove such material without further notice.

Greater Vision will supply the space as purchased by the User in the format of their choice providing that the format has been specified prior to purchase and is available. Space is provided to the User only and should not be used to host sites for any other user.

Agreement defaults

Any Notice given to the User in breach of this agreement shall be delivered by Electronic Mail in the first instance with a copy following by Royal Mail.

Greater Vision reserves the right to terminate this agreement immediately should the User be in breach of any of the terms and conditions contained herein.

Any decision relating to space hosted by Greater Vision is to be made by Greater Vision and is final.

Users are deemed to have accepted these terms and conditions when using Greater Vision hosting service.

Content Policy

Greater Vision do not allow content of the following nature on their hosted services:

1. Pornographic, sexually explicit or of an adult nature;
2. Illegal – includes stolen copyright material;
3. Pirated software sites;
4. Any content considered as defamatory, offensive, slanderous, abusive or libelous.

Users will have any site containing any of the above material removed by Greater Vision without prior warning. A notice will then be sent and the user will have the opportunity to correct any of the above material. Once this has been complied with the service will be reinstated. Should this not happen then the site will remain suspended and no refund of fees will be paid.

Services will be temporarily suspended without prior notice in respect of any User sending unsolicited junk e-mail messages.

Services will also be suspended immediately in respect of any activities regarded as illegal.

Greater Vision reserves the right to refuse service for any reason. Reasons may or may not be given in writing by Greater Vision.

Greater Vision aims to provide a professional service for all its business users and will endeavor to ensure that this remains the case.

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Terms and Conditions are subject to change at any time.