

# COMMUNITY IT SERVICES – TERMS AND CONDITIONS

## 1 Introduction

These Terms and Conditions relate to purchase of IT Training/Support services, and Membership and Information Products from all websites owned by the Community IT Services Business. The separate website areas are all part of the overall Community IT Services website, but are known as various names for reasons of Search Engine Optimisation and identification of purpose:

The Net Surfers Academy  
Cathedral Web Services  
Your PC Training Library

*Please read these terms carefully before using this website, they contain important information about your rights and obligations. You can print out these terms by clicking on the print icon in the PDF document reader application. By clicking on the 'I Accept' button appearing on the Purchase/ Join page, or other links associated with purchasing a product or service, you agree to be legally bound by these terms as they may be modified and posted on our website from time to time. Purchase of any other goods or services via links from this website are not covered by these Terms and Conditions but by those of the owning website.*

*Please also have a look at our [Privacy Policy](#) and ensure you understand it before continuing with your purchase or browsing.*

- 1.1 The website is one of several operated by Richard Adams Trading as 'Community IT Services' from 10 Mercers Meadow, Coventry, UK ('**the Firm**' '**our**', '**we**' or '**us**'). In particular, we draw your attention to section 7 (Applicability of online materials) and 11 (Liability).
- 1.2 Without prejudice to the above, by using or accessing our website, you agree to be legally bound by these terms of use as they apply to your use of or access to our website. If you do not wish to be bound by these Terms then you may not use our website.
- 1.3 Applicability of these terms: the following table is a guide to which sections are applicable depending on which products/services you are purchasing:

Products/Services	Sections Applicable
General sections for all	1-13
IT Training/Support (inc. online training products)	Appendix A (Section 14)
Website Services	Appendix B (Section 15)

## 2 Services Available From Our Website

- 2.1 Our website is a place where you may enquire about personal IT Training, Website Hosting and design or Support services.
- 2.2 Our website may also be a place where you may join as a member of our community, and to select and order videos and other internet related Training Services and products (together the '**Products**'). The term '**Products**' shall also apply to Articles and other Information available only to members via the members only areas of the Website. Our website describes the membership benefits and other Product features in more detail.
- 2.3 For some of the Products displayed or referred to on our website, **the Firm** acts as an agent only, putting you in touch with the person or body offering the Product for sale. Where this is the case, you will leave this website and the firm shall have no liability in relation to your use of another website so accessed. When we act as an agent in this way, any agreement to purchase is between you and the person or body offering the **Product** for sale. When acting as an agent the Firm shall have no liability to you for any losses, damages or expenses other than your applicable statutory rights. Any warranties concerning such third party Products are warranties made by the seller and as such **the Firm** is not responsible for their accuracy or content.
- 2.4 Please note that our website is available only to individuals that can form legally binding contracts under applicable law. The contents of our website are aimed at users aged 18 and above, but you are bound in any event to adhere to any terms concerning minimum age as may be required to complete the lawful purchase of the Products using the payment methods displayed on our website. If you do not qualify or ascertain that you do not qualify by reason of age, please leave our website as soon as this becomes known to you.

## 3 Your Right to Cancel

- 3.1 You may cancel your membership of the website community at any time, by selecting the 'Cancel Membership' link in the Members area of the website. From this point your login username and password will be removed and you will not be able to log in again.
- 3.2 When purchasing an Information product online, making a security code and download link available to you constitutes performance of our obligations to you in providing a service. You will have no right to cancel the agreement made under these terms.
- 3.3 Prior to our sending to you our acceptance of your Information Product or Paid Membership order, you may cancel for any reason (including if you simply change your mind). To do so you must notify us in writing or other durable medium (including e-mail) within 14 days. You will then be entitled to a refund of any payment you may have made, which will be paid as soon as possible, but in any event within 30 days.
- 3.4 If you have any complaints, you should direct them to us via e-mail using the 'Contact Us' link or by post at 10 Mercers Meadow, Coventry UK. The cost of such communications will not be charged by us.

## 4 Modifications to website

- 4.1 We reserve the right to make changes or corrections, alter, suspend or discontinue any aspect of our website or the content or services available through it, including your access to it. Unless explicitly stated to the contrary, any new features including new content, and /or the sale of new Products and / or the release of new software tools or resources shall be subject to these terms.
- 4.2 Please note that although we try to ensure that the content of our website is accurate, it may contain typographical errors or other inaccuracies.

## 5 Information you provide to us

- 5.1 The following applies to any information you provide to us, for example during any registration or ordering process.
- 5.2 You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through our website by us, our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties (together our 'Partner Companies'). These Partner Companies may be located in countries outside the EEA that do not have laws to protect your information. Details of the companies and countries involved in your case will be provided on request. If you would like to request such information or review or modify any part of your personal information then you should contact us.
- 5.3 If you obtain or choose to buy Products through our website then we may collect this information into a file specific to you and must pass on such data to the seller of any Products for which you have made an offer to buy which are not our Products (together, the various purposes set out in this paragraph and in our privacy policy shall be known as 'the Purposes'). All such information collected by us shall be referred to in these terms as 'Personal Information'.
- 5.4 You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. For more information about how we deal with your Personal Information, please read our privacy policy.
- 5.5 By accepting these terms, you agree to the processing and disclosure of the Personal Information for the Purposes. If you would like to review or modify any part of your Personal Information then you should contact us.
- 5.6 In addition, the following also applies to all messages, e-mails, bulletin boards postings, ideas, suggestions, concepts or other material submitted by you to us ('Content'):
  - You must own or have the right to submit Content for publication on our website and all Content submitted by you must be legal, honest, decent and truthful and comply with all applicable laws, regulations, standards and/or codes of practice;

- You must ensure that all Content submitted to us does not infringe the copyright, design, privacy, publicity, data protection, trade mark or any other rights of any third party, nor be obscene, abusive, threatening, libellous or defamatory of any person or be otherwise unlawful;
  - You must ensure that the Content does not advertise or otherwise solicit for funds or is a solicitation for goods or services; and
  - We have the right to monitor Content and may edit, reject or remove Content if we believe it does not comply with the above and, in particular, we reserve the right to block incoming e-mails and other Content if we believe that their content is or may be inappropriate or otherwise does not comply with the above.
- 5.7 You grant us a non-exclusive, irrevocable, royalty free, worldwide license to publish all Content that you submit to us except any portion of the Content that is Personal Information. You have sole responsibility for the Content which you submit to us and you shall indemnify and shall keep us fully and effectively indemnified on demand from and against all actions, claims, losses, liability, proceedings, damages, costs, expenses, loss of business, loss of profits, business interruption and other pecuniary or consequential loss (including legal costs and expenses) suffered or incurred by us and arising directly or indirectly out of the publication of Content submitted by you to us.
- 5.8 You warrant and undertake that you will not use our website for any purpose that is illegal or prohibited by these terms, including without limitation the posting or transmitting of any libellous, defamatory, inflammatory or obscene material. If you breach these terms then your permission to use this website terminates immediately without the necessity of any notice being given to you. We retain the right to deny access to any person who fails to comply with these terms.

## 6 Security

You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, e-mail verification and password that may be given to you or selected by you for use on our website. You may not share these with or transfer them to any third parties. You must notify the Firm immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention.

## 7 Applicability of online materials

- 7.1 Unless otherwise specified or implied, all content and materials published on our website are presented solely for your private, personal and non-commercial use.
- 7.2 Our website is controlled and operated by us from our offices in England. Where content published on the website is supplied by third parties, you understand that we do not control or endorse such content in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or offline) and the use of such content, except for content which relates directly to Products you purchase. **You assume total responsibility and risk for your use of our website and use of all information contained within and within the Products.**
- 7.3 We have used our best endeavours to ensure that our website complies with UK laws. However, we make no representations that the materials on our website are appropriate or available for use in locations outside the UK. Those who visit our website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of our website and/or viewing of it, or use of any material or content on our website or services, or Products offered through our website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use our website and you must exit immediately.
- 7.4 The Firm makes no representations and gives no warranties, express or implied that making the Products available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or regulations. Accordingly, if making the Products or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Products are not offered for sale to you. You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to purchase the Products. The Firm accepts no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

## 8 Copyright and monitoring

The contents of our website are protected by international copyright laws and other intellectual property rights. The owner of these rights is the Firm, its affiliates or other third party licensors. All product and company names and logos mentioned in our website are the trade marks, service marks or trading names of their respective owners, including us. You may download material from our website for the sole purpose of placing an order or using our website as a shopping resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in order to complete any test or questionnaire.

## 9 Linked sites

The Firm makes no representations whatsoever about any other websites which you may access through our website or which may link to our website. With the exception of websites owned by this business, as listed in the Introduction to this document, when you access any other website you understand that it is independent from the Firm and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that the Firm endorses or accepts any responsibility for the content, or the use of, such a website and the Firm shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

## 10 Availability of our website

We will try to make our website available but cannot guarantee that our website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

## 11 Liability

11.1 We promise that for any Product you purchase from our website:

- We have the right to sell the Product to you;
- The Product will correspond with the description on the website; and
- The Product will be of satisfactory quality.

11.2 We also promise that any service we provide to you will be provided with reasonable skill and care. We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any products purchased as a result of access to our website or any information or service provided through our website.

11.3 We will do our best to ensure that all materials and information published on our website are accurate, but please note that all content, materials and information on our website are provided on an 'as is' basis and you assume total responsibility and risk for your use of our website and use of all information contained within it.

11.4 We accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our website, its contents or the material or information contained in a Product, we accept no liability for such loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of the Firm or our servants, agents or any other person or entity.

11.5 If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product concerned. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation.

11.6 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our website and is compatible with our website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

11.7 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

## 12 General

- 12.1 We may assign, transfer, novate or subcontract any or all of our rights and obligations under these terms at any time.
- 12.2 We may alter these terms from time to time and post the new version on our website, following which all use of our website will be governed by that version. You must check the terms on the website regularly.
- 12.3 These terms together with the privacy policy and any order form and payment method instructions which are referred to herein are the whole agreement between you and the Firm. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by the Firm or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind these terms by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the terms, privacy policy, order form and payment method instructions.
- 12.4 If any provision or term of these terms shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.
- 12.5 These terms and your use of our website are governed by English law and you submit to the non-exclusive jurisdiction of the English court.
- 12.6 Except in respect of a payment obligation, neither you nor the Firm will be held liable for any failure to perform any obligation to the other due to causes beyond your or the firm's respective reasonable control.
- 12.7 Failure or delay by either party enforcing an obligation or exercising a right under these terms does not constitute a waiver of that obligation or right.
- 12.8 These terms do not confer any rights on any person or party (other than you and/or us) pursuant to the *Contracts (Rights of Third Parties) Act 1999*.

## 13 Notices

All notices shall be given:

- To us via the Contact Us link or by post at 10 Mercers Meadow, Coventry, UK; or
- To you at either the e-mail or postal address you provide during any ordering process.
- Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.



## 14 APPENDIX 1 – Additional conditions related to IT Training and Support services

### **A-1 Enquiring about Personal IT Training or support Services**

- 14.1 If you are enquiring about Personal IT Training or Support Services, The Firm will respond to your enquiry as soon as possible to discuss your requirements and agree a convenient time to visit, provided your home is within 30 miles of my home.
- 14.2 We will agree a programme of training lessons and a price for each lesson before starting. Discounts may be applied for multiple training lessons booked in advance.
- 14.3 Training lessons will be conducted in the client's home, on a PC or Laptop supplied by the client.
- 14.4 Training notes will not normally be supplied as part of the training programme unless explicitly requested and agreed. This website contains a number of links to other sites where training notes may be read and/or printed, so the client will be made aware of these as appropriate.
- 14.5 Payment for IT Training/Support will normally be made on the day of the visit, or the first visit if there are a number of planned visits.
- 14.6 If the enquiry is for IT Support, such as fixing a PC problem or setting up a new device, a fixed price will be agreed in advance and paid when the problem has been fixed.
- 14.7 If a support issue necessitates taking the PC away for further investigation, this will be agreed with the client together with an estimate of the price for fixing the problem. This may have to be an estimate rather than a fixed price if the cause of the problem is unknown at the time.

### **A-2 Buying products on our website and Delivery**

- 14.8 To join as a member or to order a product you will need to follow the ordering procedures set out on our order pages. Your order constitutes an offer to purchase Products on these terms and at the price displayed on our website at the time of your offer. The prices are inclusive of delivery costs and applicable taxes.
- 14.9 Delivery of your purchased Products will normally be by download only from a secure website address on entry of a valid security code. Membership Products will be by provision of a login username and password. Delivery of some Information Products will take place at the point in time when you have activated (by clicking on the 'download' button) the download of the Product that you had offered to purchase, or when you click on the activation link in an email confirming your membership. Any times or dates stated on our website for delivery are estimates only. The Firm will make all reasonable effort to ensure delivery of the goods within the time specified, but does not accept liability for any failure to deliver within that time.

- 14.10 You must pay by credit or debit card using one of the third party providers of payment services that are identified on this website as being acceptable. You must abide by any terms and conditions required by such providers in making payment for the Product. The price of any Product is the price in force at the date and time of your order. We may change the price of any Product before you place an order. We try to ensure that our prices displayed on our website are accurate but the price on your order will need to be validated by us as part of the acceptance procedure (see clause 3.4 below). We will inform you if a Product's correct price is higher than that stated in your order and you may cancel the order and decide whether or not to order the Product at the correct price.
- 14.11 We are entitled to refuse any order placed by you. If your offer to purchase by way of order from the Firm is accepted, we will confirm acceptance to you by online electronic means ('Confirmation') to the e-mail address you have given us by sending you the information necessary to achieve delivery of the Product. No acceptance shall have taken place unless the security code necessary for the download is sent by email to you. Delivery will take place as describe in clause 3.2 above unless otherwise stated in respect of any individual Product ordered.
- 14.12 You undertake that all details you provide to us for the purpose of purchasing goods or services which may be offered by us on our website will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any goods or services. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.

### A-3 Your Rights to Use the Product(s) delivered (your 'Licence')

***Please Note: If you do not wish to be bound by the terms of this Licence then you may not join as a member or download the Product or Products ordered. Nothing in this Licence is to be construed as avoiding any of your rights under Section 50 of the Copyright Designs and Patents Act 1988.***

- 14.13 This clause 5 is applicable to those Products for which the intellectual property is owned by or licensed to the Firm ('our Products') and which are available for online access or download. It does not therefore apply to any material purchased from another party in which we have acted only as an introducing agent. Subject to the below, on delivery the Firm grants you a non-exclusive, non-transferable license to use our Products, on the terms in this clause 5.
- 14.14 Some of our Products carry a right for you to sell them on to other parties ('Resale Rights'). In the case of others of our Products, the Resale Rights are given together with further rights. Such rights are referred to as 'Master Resale Rights'.

14.15 In relation to all our Products but subject to amendments to the following necessarily implied to give effect those Products sold with either Resale Rights or Master Resale Rights:

**You may:**

- load our Products into the permanent memory of a single computer which is controlled by you; and
- copy our Products for backup purposes only ('backup copies'), as long as you retain any copyright notices included with the Software in any backup copies;
- reproduce our Products on paper or other tangible form (other than within the memory of any computer) subject to the sub-clauses immediately below;

**You may not:**

- make or distribute copies of our Products other than in accordance with the sub-clause immediately above;
- use our Products over a network unless it is necessary for the proper operation of the Product that it is activated by use of a network and/or used in a network environment;
- copy our Products from one computer to another without erasing the same Products from the permanent memory of the first computer;
- sub-license, rent, lease, transfer or attempt to assign this License Agreement to any other person;
- use any backup copies of our Products for any reason other than to replace the original copy in the event that it becomes defective or is destroyed;
- reproduce our Products as the printed version with the intention of distributing such version or copies of all or part of such version to any other person or body;
- allow any other person to use our Products other than in accordance with the terms and conditions of this License Agreement; and
- you may not produce more than one copy of the printed version unless first agreed with the Firm in advance.

14.16 If our Product is described as having 'Resale Rights' you shall be granted a license by the owner or licensor of the Product whose terms shall include the following conditions:

- On delivery we grant you a fully transferable but non-exclusive license to use that Product and resell it to others, subject to the condition that the Product is not altered, amended, revised or otherwise changed in any way otherwise than where such alterations, amendments, revisions or changes are permitted as set out in the Product's own 'help files'.
- The Product must only be sold by you to any third party in accordance with the guidelines given within the Product information.
- By these terms you are agreeing that the owner of the Product (as set out in the Product information) retains all rights in the Product (including the right to be identified as the author if applicable), and that such rights shall be deemed to extend to any reproduction of the Product or part of the Product in a tangible or permanent form ('the Printed Version').

14.17 If our Product is described as having 'Master Resale Rights' you shall be granted a license by the owner or licensor of the Product whose terms shall include the following conditions:

- On delivery we grant you a fully transferable license but non-exclusive to use that Product and resell the Product to others.
- The Product may be altered, amended, revised or otherwise changed in any way and there are no restrictions regarding resale.
- By these terms you are agreeing that the owner of the Product (as set out in the Product information) retains all rights in the Product (including the right to be identified as the author if applicable), and that such rights shall be deemed to extend to any reproduction of the Product or part of the Product in the Printed Version but not to any original work not comprised in the Product at the time of delivery to you.

14.18 You agree that you shall not seek to exercise any rights over any such Product or any part thereof (whether the Printed Version or otherwise) as against this Firm or any person identified in the Product information (at point of delivery) as having rights of ownership.

14.19 We may terminate this License Agreement at any time if you are found in breach of any of these terms and if you are notified of termination, you must destroy all of your copies of the Products.

## 15 Appendix B - Website Hosting And Publishing Services

A Customer may purchase a 'hosting and publish' package, i.e. the customer has an existing website and some content they wish to publish on a website but do not have the knowledge or expertise to publish/update it themselves. In this case the customer shall deliver to us the website and the software used in the website which is owned by the Customer, or licensed to him by a third party or the Firm ("the Customer Software), in a format specified by us, that enables us to publish the content on the website. Additional design and management services are available and are described in section B-2.

### B-1 General Website Hosting Services

#### 15.1 IP ADDRESSES

- **The Firm** shall maintain control and ownership of the IP address that is assigned to the Customer as part of the Services and reserves the right in its sole discretion to change or remove any and all IP addresses.
- Where **we** change or remove any IP address we will use our reasonable endeavours to avoid any disruption to the Customer.

#### 15.2 SOFTWARE LICENCE AND RIGHTS

- If the Customer requires use of software owned by or licensed to **the Firm** ("**Our** software") in order to use the Services, **The Firm** grants to the Customer and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive licence to use **our** Software in object code form only, in accordance with the terms of this Agreement. For the avoidance of doubt, this Agreement does not transfer or grant to the Customer any right, title, interest or intellectual property rights in **our** Software.
- In relation to **our** obligations under this Agreement in connection with the provision of the Services, the Customer grants to **us** a royalty-free, world-wide, non-exclusive licence to use the Customer Software and 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 the website ("the Content"). For the avoidance of doubt, this Agreement does not transfer or grant to **the Firm** any right, title, interest or intellectual property rights in the Customer Software or the Content.
- The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense **our** Software.

- **We** may make such copies of the Customer Content as may be necessary to perform its obligations under this Agreement, including backup copies of the Content. Upon termination or expiration of this Agreement, **we will** destroy all such copies of the Content and other materials provided by the Customer as and when requested by the Customer.

### 15.3 SERVICE LEVELS AND DATA BACKUP

- **The firm will** use its reasonable endeavours to make the server and the Services available to the Customer 100% of the time but because the Services are provided by means of computer and telecommunications systems, **We** make no warranties or representations that the Service will be uninterrupted or error-free and **The Firm** shall not, in any event, be liable for interruptions of Service or downtime of the server.
- **We will** carry out data backups for use by **us** in the event of systems failure. **We** do not provide data restoration facilities for individual customers unless specifically contracted to do so and the payment of the required fee. Even though every effort is made to ensure data is backed up correctly **we** accept no responsibility for data loss or corruption.

### 15.4 ACCEPTABLE USE POLICY

The website and use of the Services may be used for lawful purposes only and the Customer may not submit, publish or display any content that breaches any law, statute or regulation. In particular, the Customer agrees not to:

- Use the Services or the website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services;
- Send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities;
- Publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights (for the avoidance of doubt this includes licensed software distributed as Warez), via the Services or on the Website;
- Threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
- Engage in illegal or unlawful activities through the Services or via the Website;
- Make available or upload files to the website or to the Services that the Customer knows contain a virus, worm, Trojan or corrupt data; or
- Obtain or attempt to obtain access, through whatever means, to areas of **our** network or the Services which are identified as restricted or confidential. This includes leaving your home directory whilst using SSH access to servers.
- Operate or attempt to operate IRC bots or other permanent server processes.

The Customer has full responsibility for the content of the Website. For the avoidance of doubt, **The Firm** is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services.

If the Customer fails to comply with the Acceptable Use Policy outlined in this section **we** will be entitled to withdraw the Services and terminate the Customer's account without notice.

### 15.5 ALTERATIONS AND UPDATES

All alterations and updates to the website shall be made by the Customer using the online account management facility, FTP access or SSH access where available. The Customer will be issued with a user name and password in order to access the account. The Customer must take all reasonable steps to maintain the confidentiality of this user name and password. If the Customer reasonably believes that this information has become known to any unauthorised person, the Customer agrees to immediately inform **us** and the password will be changed.

### 15.6 DOMAIN NAME REGISTRATION

Domain names are not deemed to be successfully registered until they appear in the relevant 'whois' database of the top level domain name registrar. In the event that a domain name is unavailable when we attempt to register it **we** will provide a full refund for that domain name or discuss alternative names that can be used instead.

### 15.7 SCRIPTING

**The Firm** is not responsible for customer programming issues other than ensuring that programming languages such as Perl, PHP and ASP are installed and functioning on the web hosting system. This also applies to standard packages such as e-commerce, CMS or CRM etc., that may be installed on behalf of the client.

### 15.8 DATA TRANSFER

- a. Web hosting accounts include certain amount of data transfer capacity. Some of this allowance is used every time the website is accessed, and the amount will vary depending on the type of website pages, e.g. a Video on a page will use a lot more data transfer allowance than simple text page. If the data transfer capacity is exceeded in any one month the account may be deactivated until you have upgraded to an account that has more data transfer included.
- b. Web hosting accounts are prohibited from hosting file distribution websites (including but not limited to music, video and software), adult content orientated websites, hosting banners, graphics or cgi scripts for other websites, storing pages, files or data as a repository for other websites or personal computers, giving away web space under a domain, sub domain or directory. Exceptions to this restriction may be allowed for specific clients after evaluation and agreement.

### 15.9 SERVER USAGE

Should your account use more than 5% of the servers processing power and as a result have a detrimental effect on other customers we will discuss with you alternative solutions for your hosting requirements.

### 15.10 **WEBSPACE USAGE**

While unlimited web space is available for genuine web site content, content must be linked into web pages. Customers are prohibited from using the server as a file/backup repository. Customers are expected to employ good house keeping when maintaining their account.

### 15.11 **MAIL BOXES**

Mail boxes not accessed for 100 days or more will be deleted from the system.

## **B-2 - Website Design And Management Services**

Where the customer requires assistance with the creation of the website content, and/or ongoing maintenance this will be first defined, planned and agreed by both parties, along with separate Terms and Conditions that shall apply to that project only. If Domain Name registration and website hosting is also required then the Terms and Conditions defined above shall apply in addition to any specific project Terms and Conditions. Each website design project will be different so it is difficult to be specific about what is required here, but Project Terms and Conditions shall include, but are not limited to the following:

- Nature of the website content, target audience, preferred colour scheme and style (an existing website may be referenced as an example of a preferred style if required), Page structure and desired content.
- Required timescale for the project, and any interim milestones
- Payment terms for the project. Normally a deposit of 25% shall be paid in advance, with the remainder being paid either on completion of the project or at agreed payment milestones. This amount may be varied for specific projects and clients.
- Requirements regarding ongoing support for the website content, e.g. whether the client requires full editor access to the content, limited access, or commissions Community IT Services to act as the editor for all future changes. If the latter then additional terms may be required regarding response to change requests etc.