



TERMS & CONDITIONS

At point of order with CoolConnection Media for any of the services provided, you The Client confirm that you are in agreement with and bound by the terms and conditions as outlined below:

DEFINITIONS

The Client : The company, organisation or individual requesting CoolConnection Media services

CoolConnection Media: The partners, their employees or appointed agents.

GENERAL

CoolConnection Media will carry out work only when a written purchase order is provided either by email (PDF copy of PO) or hard copy via standard mail.

CoolConnection Media will carry out work only for clients who are 18 years of age or above.

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, CoolConnection Media cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The web server, website, graphics and any programming code remain the property of CoolConnection Media until all outstanding accounts are paid in full. CoolConnection Media reserve the right to delay the publishing or provision of any design, files, hosting or service until accounts are paid in full. Any scripts, cgi applications or software (unless specifically agreed) written by CoolConnection Media remain the copyright of CoolConnection Media and may only be commercially reproduced or resold with the permission of CoolConnection Media.

CoolConnection Media cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to the brief will be carried out at the discretion of CoolConnection Media and where no charge is made by CoolConnection Media for such additions, CoolConnection Media accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to CoolConnection Media all materials required to complete the site to the agreed standard and within the set deadline. CoolConnection Media will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

CoolConnection Media will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents

CoolConnection Media will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

DATABASE, APPLICATION AND E-COMMERCE DEVELOPMENT

CoolConnection Media cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, cgi applications or software (unless specifically agreed) written by CoolConnection Media remain the copyright of CoolConnection Media and may only be commercially reproduced or resold with the permission of CoolConnection Media.

Where applications or sites are developed on servers not provided by CoolConnection Media, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by CoolConnection Media before being made generally available for use. Where "bugs", errors or other issues are found after the site is live and signed off by the client, CoolConnection Media will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief and advise of any additional costs in order to achieve this.

COMPATIBILITY

CoolConnection Media will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with current versions of Internet Explorer, Firefox, Safari and Chrome and to a functional level where possible with older versions . CoolConnection Media can offer no guarantees of correct function with all browser software. Sites will be tested during development on up to date versions of both PC/Windows and Mac OS browsers. Sometimes clients may have non-standard software installed on

their computer (including but not limited to browser plugins, spam filters, popup or advert blockers, virus or trojan software, firewalls), non standard settings or hardware issues which are beyond the control of CoolConnection Media. In the event of problems, it falls to the Client to ensure that their computer systems are capable of displaying and working with hosting, email and websites.

WEBSITE HOSTING

Whilst CoolConnection Media offers hosting of websites, no guarantees can be made as to the availability or interruption of this service by CoolConnection Media cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service.

CoolConnection Media reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise. Fees relating to web hosting or domain names must be paid prior to the expiration date of the said service. If the fees remain unpaid at the time of expiration, we will with immediate effect, cancel said service and any data held by said service will be removed. If a cancelled service is to be reinstated at the Client's request, a setup fee will be payable before any such reinstatement and any data lost as a result of the cancellation will not necessarily be restored.

1. Resource usage

- a. The Hosting Services comprise the provision of web space on our servers to enable you to upload pages and files for the purpose of publishing websites.
- b. The Hosting Services allow you 'unlimited' server space for normal routine "non-file-distribution" web usage. For websites that allow downloading of video, audio or other files we reserve the right to impose a bandwidth limit of twenty-five (25) gigabytes (26,843,545,600 bytes) per calendar month. Non-file-distribution usage will remain unaffected by any limit imposed on downloading of video, audio or other files. MySQL databases provided with web hosting and reseller hosting come with 500MB limits.

2. Prohibited uses

- a. You may use the Hosting Services only for lawful purposes. You may not use the Hosting Services:
 - i. in any way that breaches any applicable local, national or international law or regulation
 - ii. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
 - iii. for the purpose of harming or attempting to harm minors in any way
 - iv. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see section 5)
 - v. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (also known as SPAM)
 - vi. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- b. In your use of the Hosting Services (other than where you are using your own dedicated server), you may not:

- i. use more than 5 % of our server's processing capacity. There are numerous activities that could cause such problems, including (but not limited to) CGI scripts and intensive FTP, PHP or HTTP operations
 - ii. run stand-alone, unattended server-side processes or any daemons; including (but not limited to) IRCd
 - iii. run stand-alone continuous scripts or processes server-side
 - iv. run any type of web spider or indexer; including (but not limited to) GoogleCash and AdSpy
 - v. run any software that interfaces with an Internet Relay Chat network
 - vi. run any bit torrent application, tracker, or client. You may link to legal torrent files off-site, but may not host or store them on our servers
 - vii. participate in any file-sharing/peer-to-peer activities
 - viii. run any gaming servers
 - ix. run cron entries or other scheduled tasks other than by configuring them through our control panel <https://ssl.extendcp.co.uk/login.cgi>
 - x. give away web space under a domain (including Resellers giving away free websites)
 - xi. operate a proxy website or service
 - xii. as a remote file host for other websites
- c. You must not use the Hosting Services as an offsite backup facility. Therefore, all files uploaded to our servers as part of your usage of the Hosting Services must be visible and accessible to the outside world (web-visible) unless they are needed to operate the website of which they form part; We reserve the right to delete files or directories that are not web-visible without giving notice to you.
- d. All pages of website stored on our servers as part of the Hosting Services will be available to search engines unless you take action to prevent this. If you wish to optimise your web pages for search engines you agree to use coding and techniques which comply fully with the guidelines issued by Google, MSN, Yahoo and other large search engines.

3. Reselling

- a. You agree:
 - i. not to re-sell or offer for the use of third parties any part of our Hosting Services.
 - ii. not to access without authority, interfere with, damage or disrupt
 - 1. any part of the Hosting Services
 - 2. any equipment or network used to provide the Hosting Services
 - 3. any software used in the provision of the Hosting Services
 - 4. any equipment or network or software owned or used by any third party

4. Interactive services

- a. Where you use, or allow the use of, the Hosting Services to host a website on which interactive services (for example, chat rooms or bulletin boards) are provided

("interactive services"), you must ensure the use of best practice to operate those interactive services.

- b. Notwithstanding the use of best practice in operating the interactive services, you must assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service you allowed to be hosted using the Hosting Services and use appropriate moderation in the light of those risks. However, we are under no obligation to oversee or monitor your use of the Hosting Services in relation to any interactive services you provide or allow to be provided.

5. Content standards

- a. These content standards apply to any and all material that you allow to be hosted through the Hosting Services ("Material"), and to any interactive services associated with it.
- b. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Material as well as to its whole.
- c. Material must:
 - i. be accurate (where they state facts)
 - ii. be genuinely held (where they state opinions)
 - iii. comply with applicable law in the UK and in any country from which they are posted
- d. Material must not:
 - i. contain any material which is defamatory of any person
 - ii. contain any material which is obscene, offensive, hateful or inflammatory
 - iii. contain any material that is pornographic
 - iv. promote violence
 - v. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
 - vi. infringe any copyright, database right or trade mark of any other person
 - vii. be likely to deceive any person
 - viii. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
 - ix. promote any illegal activity
 - x. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
 - xi. be likely to harass, upset, embarrass, alarm or annoy any other person
 - xii. be used to impersonate any person, or to misrepresent your identity or affiliation with any person
 - xiii. give the impression that they emanate from us, if this is not the case
 - xiv. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse

6. Suspension and termination

- a. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Hosting Services. When a breach of this policy has occurred, we may take such action as we deem appropriate.

- b. Failure to comply with this acceptable use policy constitutes a material breach of the our terms and conditions of sale upon which you are permitted to use the Hosting Services, and may result in our taking all or any of the following actions:
 - i. immediate, temporary or permanent withdrawal of your right to use the Hosting Services
 - ii. immediate, temporary or permanent removal of any Material (as defined in paragraph 5.1) uploaded to our servers
 - iii. issue of a warning to you
 - iv. issue of legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
 - v. further legal action against you
 - vi. disclosure of such information to law enforcement authorities as we reasonably feel is necessary
- c. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

7. Changes to the acceptable use policy

- a. We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you.

PAYMENT OF ACCOUNTS

A deposit may be required from a new client before any work is carried out. All deposits are non-refundable. In all cases, website hosting fees and any costs incurred by CoolConnection Media on behalf of the client are payable in advance and are non-refundable.

It is the CoolConnection Media policy that any outstanding accounts for work carried out by CoolConnection Media or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with CoolConnection Media. If accounts are not settled or CoolConnection Media have not been contacted regarding the delay, access to the related website may be denied. Fees relating to web hosting or domain names must be paid prior to the expiration date of the said service. If the fees remain unpaid at the time of expiration, we will with immediate effect, cancel said service and any data held by said service will be removed. If a cancelled service is to be reinstated at the client's request, a setup fee will be payable before any such reinstatement and any data lost as a result of the cancellation will not necessarily be restored.

CoolConnection Media reserve the right to request full payment before the release of files, design, domain names or hosting services.