

Terms of Service

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Terms & Conditions of Service

The term "Supplier" refers to a1isp.co.uk. The term "Customer" refers to the person, organisation, or company making an agreement for provision of services or equipment directly with the Supplier.

1.1 Scope. A judgment or ruling on one section or subsection of this document shall have no bearing on the validity, or enforceability of any other section or sub section. The Supplier is an English company, and as such any legal issues relating to the contract will be dealt with under English Law.

1.2 Waivers. A waiver from the Supplier of any breach of this agreement by the Customer shall not operate as or be construed as a continuing or subsequent waiver for the breach, or as a waiver of any other breach.

1.3 Use of the Service. The use of the service is subject to the provisions laid out in the Terms and Conditions of Service (TCS - this document) and the "Acceptable Use Policy" (AUP). Breach of this will result in immediate termination of service without refund, with the Customer retaining all liabilities in relation to the breach. The AUP may be changed from time to time at the discretion of the Supplier without prior notification to the Customer. The Customer understands that changes to the AUP by the Supplier within the spirit of the agreement do not constitute, and shall not be used as, grounds for early termination of contact. In addition the Supplier shall endeavour do deliver a level of service that meets or exceeds that laid out in the service level agreement (SLA), in which the results of its failure to do so are also laid out.

1.4 Acceptable Use Policy (AUP).. The main objective of the AUP, which by agreeing to this document you will be bound to abide by, is to provide specific insight into what it might be deemed unacceptable to use the service for. This largely, but not exclusively, defines unacceptable use as use for anything illegal, immoral, or other activates that might bring the Supplier's name or reputation into disrepute, be detrimental to other Internet users, or cause other Internet users harm, hassle, annoyance, inconvenience, or the like. Breach of the Acceptable use Policy (laid out below) constitutes breach of the terms and conditions.

1.5 Breach of Terms and Conditions of Service (TCS). In the event of a breach of these terms and conditions, the Customer agrees to accept all liabilities and costs incurred by the Supplier associated with the breach. Also the Customers service may at the Supplier's sole discretion be 'terminated without refund'. In this event it shall be treated as though the Customer had provided notice of cancellation of service effective immediately the breach is discovered. The Customer shall then receive no further service, and pay the Supplier any monies that would be owed as per cancellation (see 1-19 below).

1.6 Indemnification. The Customer agrees that the Supplier will not be held liable for any damages arising from sources beyond the Supplier's sole and direct control furthermore the Customer agrees that in any event the Supplier total liability shall in no event exceed the amount paid by the Customer since and during the time the damages occurred. In addition to this the Customer agrees to fully indemnify the Supplier for any liability resulting from a breach of the terms and conditions or the acceptable use policy, or any claim of any sort resulting from the service, because the service is functioning incorrectly, not functioning, or as a result of side effects from it operation. The Supplier takes no responsibility for any material not produced by the Supplier made available on the Supplier's network. The Customer agree to take full responsibility and

liability for content contained or transmitted on or through services used by them, and to indemnify the Supplier against any claims resulting from this content. This means that if the Supplier is sued because of a Customer's or a Customer of a Customer's activity, the Customer will pay any damages awarded against the Supplier, plus all associated administrative, legal, and other associated costs in full by a date no more than one calendar month after the cost is incurred. The Customer agrees not to hold the Supplier liable for any damages, punitive or otherwise, incurred by the Customer or Customers business, as a result of services supplied, or not supplied. The Supplier does not make implied or written warranties for any of its services. The Supplier denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by the Supplier. Nothing in this agreement excludes or limits the liability of the Supplier for fraudulent misrepresentation, or for death or personal injury resulting from its gross negligence or the gross negligence of the Suppliers' agents or employees.

1.7 Insurance. Prior to occupancy and during the term of use of any Co-Location Facility, the Customer will procure, and maintain Public Liability insurance of an amount not less than one million pounds sterling (£1,000,000) per occurrence for personal injury and property damage. The Customer must also procure and maintain All Risk Property insurance covering all of the Customer's property in the Co-Location area. The Customer shall require any contractor entering the collocation area on the Customers behalf to maintain the same insurance standards. The Customer agrees to provide to the Supplier certificates of such insurance for its inspection.

1.8 Contact
Information. Customers must provide the Supplier with, and keep current, contact information, this includes e-mail, fax, telephone, and contact address, and such other details as may be requested. E-mail is the preferred contact method for general communiqué. The Supplier cannot be held responsible for problems that may arise from a Customer failing to provide and maintain current and accurate contact information. The Supplier will be relieved of all its contract obligations if contact information for Customer is out of date or inaccurate due to the Customer's action, inaction or omission or if the Supplier's failure is due to reasons of Force Majeure or other circumstances beyond the Supplier's reasonable control.

1.9 Rental
Period.
The rental period is one calendar month; any set-up and rental fees once paid are final and non-refundable. The rental period commences the day the Customer receives access to the service, which may be before payment has cleared. Payment and or receipt of services constitutes acceptance of the terms and conditions of service.

1.10
Establishment of Service. Establishment of this service is dependent upon receipt by the Supplier of payment of the stated charges, although we may at our sole discretion provide you with access prior to receiving you payment when this date shall be the date of establishment of services. The service contract is automatically renewed subject to the current terms for a further period equal to the initial contracted period and at a price equal to the previous price, unless otherwise agreed in writing, unless notice of cancellation is received not less than one calendar month before the end of the contracted period (see 1.19 below).

1.11 Invoice
Rental.
Invoices are for rental of or use of services, and are not for sale of physical objects, unless specifically stated. Services are provided at the agreed location, which unless otherwise agreed is assumed to be a rack of the Supplier's choosing. Physical goods sold by the Supplier remain property of the

Supplier until paid for in full.

1.12 Payment. Payment is due

whether demanded or not. Payments for subsequent rental periods are to be received as cleared funds by the due date on the invoice. Failure to do so will result in the Supplier, at its discretion, making the assumption that, the contract is to be cancelled at the end of the already paid for period, or if this has already been completed, with immediate effect. In addition this shall be construed as a cancellation made less than one calendar months notice of cancellation (see 1.18 below). If the Supplier does not assume the service to be cancelled, it will be deemed to be late payment (see 1.13 below).

1.13 Late

Payment.

If payment is not made by the due date, the Supplier at its sole discretion may apply a 10% (ten percent) late fee charge or credit charge to the account. In addition servers and switch ports may be disconnected, deactivated and or unplugged (£100 fee will be charged per box and switch port that subsequently requires to be reactivated or reconnected). Downtime resulting from non-payment or late payment shall not entitle the Customer to, or be counted for the purposes of, any form of credit or refund.

1.14 Payment

Action. When

you make payment you may be asked to perform a specific action to enable the Supplier to credit your payment to you account, such as ensure that the remittance slip is included with a cheque, or e-mail details to the Supplier in a specific format. The Supplier will not be held liable for the consequences of the Customers failure to do so. This may include the server or server space you wished to renew being resold/ re-rented/terminated etc. with the associated loss of data, IPs etc. and possible unavailability of an equivalent service.

1.15 Account

Collection.

Accounts that are not collectable by the Supplier may be turned over to an outside collection agency for collection, or payment may be sought through the legal system. In either event, you agree to pay the Supplier an administration fee of £250 (two hundred and fifty pounds sterling) in addition to any associated administrative, legal or other costs incurred by the Supplier or its agents as a result.

1.16 Customer

Equipment Retention. The Customer agrees that the Supplier may hold any equipment placed in their racks until payment of outstanding monies is made, even in the event of cancellation. The Customer will have no access to equipment held in these racks.

1.17 Customer

Equipment Sale. The Customer empowers the Supplier to act as the Customers agent for sale of the Customers equipment to cover invoices remaining unpaid one month or more after the due date, and additional costs incurred as a result of the sale. If the price obtained for the goods does not cover the value of the invoices, and associated costs, the Supplier reserves the right to take further action to recover monies owed. If the monies raised are in excess of that owed to the Supplier and any associated costs, the balance will be returned to the Customer within one calendar month of their receipt.

1.18 End of

Current Contract Period Cancellation. Accounts and service cancellations can only be made in writing to the registered offices of the Supplier and must be received with not less than the rental period specified in 1.9 before the end of your rental period.

1.19 Other

Cancellation. The Customer may cancel their contract at any time. In the

event of cancellation the Customer will still be liable to pay all monies that would be owed to the Supplier from the date of cancellation to the end of the period for which the services were to be provided. From the point the cancellation becomes effective the Customer shall receive no further service, and be bound to pay the remaining monies owed to the Supplier.

1.20 Termination

of Contract. The Supplier reserves the right to terminate any contract if terms of service are breached by providing one month's notice, and provides a refund in proportion to the period which has already been paid for by the Customer, without further obligation.

1.21 Setup and

Maintenance. To reflect the general occasional nature of network changes the Supplier is obliged to provide no more than one network change per month to the Customer. When a Customer requires a networking configuration at the Supplier's end to be set-up or changed, this can only be done at a mutually agreed time during hours agreed by the Supplier, with a minimum of two working days notice. Changes will be charged for the time it takes to prepare, carry out and test the network changes at £70+VAT per hour or part thereof. During working hours, the first 15 minutes is free of charge and from then charging will be at the discretion of the Supplier. The Supplier reserves the right to postpone or cancel any agreed network changes due to reasons beyond its reasonable control.

1.22 Support and

Access. Access

to the equipment owned by the Customer and held in an access-controlled area can be arranged with 24 hours notice. Permission to place equipment in the rack must be requested two working days in advance. Permission to remove equipment requires two working weeks notice, and will be granted only when all monies owed to the Supplier are paid in full. The Supplier, at its sole discretion, may demand that any site visit be supervised by an onsite technician, a member of the Supplier's staff or their agent. In the event of a dispute over whether all monies owed have been paid or not, the Supplier reserves the right to refuse permission to remove the equipment in order to seek legal council. Dedicated servers, shell accounts, and game servers are unmanaged by the Supplier, and as such the Supplier is obliged to provide no technical support of any kind for server software configuration in relation to them. The exception to this is when an Internet connection is also being provided by the Supplier, in which case we will configure or aid you in configuring the server for your Internet connection. The Supplier, may at its discretion provide limited software advice to the best of its abilities to resolve a Customer's problems, but will not be responsible for loss of data, Internet connectivity, revenue, or the like as a result of actions carried out by anyone based on the advice given. The Supplier, will support hardware problems on its equipment, to enable the Customer to utilise the service for which the Customer has paid, and if necessary provide a replacement machine or equal or greater specification, in accordance with the "Fault Notification" Section in the SLA (below). The Supplier's racks are housed in a building operated by a third party (the "Datacentre"). Customers may request that we ask technicians employed by the Datacentre to carry out a Customer's instructions on site, for example if a Customer accidentally disables internet access to the server they are renting. The Customer will be charged for this service in relation to the cost incurred by the Supplier for performing the actions requested, with additional charges as agreed and the Customer agrees to pay this immediately upon receipt of notification of such charges.

1.23 Domain Name

Service.

New accounts which involve the creation or transfer of a domain from another provider to the Supplier will require a minimum of seven days to be completed. In some cases, transfers may take up to sixty days. Due to the unpredictable nature of the process, no guarantees are made regarding the amount of time a specific transfer may take, although the Supplier will endeavour to have this completed as quickly as reasonably possible.

1.24 IP Address

Ownership.

If the Supplier assigns the Customer any internet protocol addresses for the Customer's use, the right to use those Internet Protocol addresses shall continue to belong only to the Supplier, and the Customer shall have no right to use those Internet Protocol addresses except as permitted by the Supplier in its sole discretion in connection with the Services, during the term of this agreement. The Supplier shall maintain and control and ownership of all internet protocol numbers and addresses that may be assigned to the Customer, and reserves the right to change or remove any and all such Internet Protocol numbers and addresses, at its sole and absolute discretion.

1.25 Bandwidth,

Transfer Allowances and Disk Usage. The Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form. The supplier will monitor Customer's bandwidth and if relevant disk usage. Fixed bandwidth quotas (transfer allowances) must be used evenly each day over a month's period. The Supplier shall have the right to take corrective action if the Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges (overage charges), disconnection, limiting or discontinuance of any or all Services, or termination of this Agreement. Which action or actions may be taken is in the Supplier's sole and absolute discretion. If the Supplier takes any corrective action under this section, Customers shall not be entitled to a refund of any fees paid in advance prior to such action.

1.26 Network. The Supplier's

resources are limited, and abuse of its resources by one user can be detrimental to others. Internet traffic directed to, passing through, or coming from the Supplier's connection from any of Customer's equipment is the liability of the Customer. Any such traffic that the Supplier at its sole discretion considers objectionable under any grounds, such as but not limited to undue volume of traffic for the service the Customer uses, its content or composition, is grounds for immediate termination of the Customers service without refund. Abuse of network resources that can be detrimental to the Supplier or other network users is grounds for immediate termination of service without refund. The Supplier does not wish to be subject to attacks, specifically but not limited to, DOS or DDOS attacks. In the interests of this, operating services that are prone to being subject to attacks, specifically but not limited to running IRC related services, and shell services, is not advised. In the event of such an attack, the Supplier reserves the right to take what ever action it considers necessary to bring the attack to an immediate halt, without the results of this action counting against the SLA (2) below, and the Supplier may at its sole discretion terminate the service immediately with out refund, and or pass on any charges incurred by the Supplier as a result of such an attack to the Customer.

1.27 Backups. The Supplier

does not keep backups of Customers data. It is the Customers responsibility to do so. The Supplier strongly advises Customers to keep regular and current backups to guard against potential loss of data

1.28 Equipment. The Supplier will

provide the agreed or superior equipment for the agreed rental period. The Customer will be given electronic access to the agreed equipment with the hardware in a fully functional state, and a basic installation of the requested operating system. The operating system, and further software the Customer may wish to install, may require additional configuration by the Customer this entails technical expertise on the part of the Customer as the Supplier does not provide support for such actions. The equipment must remain in the Supplier's rack, or the agreed location.

1.29 IP Transit

Overages.

If the client has agreed to a committed data rate (CDR) and no specific overage pricing has been agreed, any usage above and beyond this level will be charged at £12.50 Per Mbit/Month.

1.30 Pricing. The Supplier will endeavour to maintain a competitive pricing structure, but prices may change with one month's written notice due to market or supplier changes.

1.31 Assignment. The Supplier can assign the contract to another company, provided other terms of service are not changed, subject to one month's written notice.