# <u>CLASSIC WEB SOLUTIONS (CWS) Website and Email Hosting</u> Terms and Conditions

## **General Terms**

- Classic Web Solutions do not allow Adult, Warez, illegal MP3 Sites or IRC Bots.
- The client may not store more data in their account than the allocated server space.
- Your server (inc FTP) is for your personal use only. You must not reveal the password to any other parties and should take reasonable precautions to ensure that it is not discovered by other people.
- Data stored on our servers is not guaranteed to be backed up. It is recommended that you keep an independent backup of all data on your virtual server.
- You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server.
- CWS shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services.
- Whilst CWS shall use reasonable endeavours to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers.
- CWS does not warrant whatsoever that our virus security services to and from the Server will stop every virus from reaching your computer network. We make no warranty that the service will be error free or free from interruption of failure, and the company expressly disclaims any express or implied warranty regarding system and/or service availability, accessibility, or performance.
- When your account is closed, all files (including web pages, domain emails, etc.) will be deleted.
- CWS reserves the right to cancel your account at any time without notice.
- CWS will not train the client or help you with the set up of your email accounts.
- CWS will not change your MX records if your domain name is not hosted by us. You will need to contact your domain name hosting provider for the MX record changes.
- Email attachment sizes are limited to 10 Megabytes.
- Mailbox size is limited to 10 Megabytes (unless prior arrangements made in writing).
- The client may not send, distribute, publish, allow to be sent, assist in the sending of spam or unsolicited commercial electronic messages, including, without limitation, commercial advertising, informational announcements, and mail bombing.
- CWS shall not be held liable for any viruses obtained from any incoming emails.
- CWS reserves the right to change web hosting companies and web servers without notice.
- CWS reserves the right to update these Terms and Conditions at any time without notice.

## Refunds

If you take out CWS yearly packages, we expect you to commit for this period of time. If you cancel your account within your service period then Classic Web Solutions will not make any refunds on any unused portions of your account.

## **Privacy**

- For quality control purposes your telephone conversations with Classic Web Solutions staff may be recorded from time to time.
- The information you provide to us will be stored on our computer system. We are committed to protecting your privacy. We and any of our associated companies may use the information you provide us with to provide a more personalised service and to tell you about changes in our and their service or any new services which we think might be valuable to you.

## **Third Parties**

- Classic Web Solutions takes no responsibility for the actions of any third parties used in the hosting of the Website.
- Any recommendation or agreement made through or by Classic Web Solutions on your behalf relating to third parties, such as web hosting or domain name hosting, falls on the terms and conditions laid out by the third party and Classic Web Solutions cannot be held responsible or liable for any downtime or loss.

## **Termination**

The contract may be terminated:

- Immediately by Classic Web Solutions if the client fails to pay any sums due hereunder within 14 days of due date.
- Upon termination or expiry of the contract all amounts payable by the client to Classic Web Solutions shall become immediately due and we shall be entitled to immediately cease the provision of the services.