

5wire.co.uk

Terms & Conditions

February 2013

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ii. Key References

The follows terms are related to 5wire.co.uk

Us, our, ours, ourselves, company, the company, we, 5wire, 5wirehosting, 5wire hosting, 5wire Networks, 5wire.co.uk

The following terms refer to you, the customer;

You, your, yourself, the subscriber, the customer.

iii. General Provisions

General Provisions cover basic elements which we are required to cover due to statutory law, including applicable Value Added Tax Charges and compliance with agencies such as the Advertising Standards Authority. These items cover you from deceivable advertising, and further instances.

Price Changes

All prices displayed on our website, and quotations issued to you include Value Added Tax (please see the next article, "Value Added Tax Charges").

When signing up with ourselves, you commit to paying the current advertised price when initiating the contract between us, and yourself. At this point, you also commit and agree in compliance to the Terms and Conditions to any price changes regarding your product/service whether deflated, or inflated. This means, if we increase or decrease the price of a particular product/service, we will honour it automatically and update your invoice in line with the pricing change instantly.

We guarantee in line within the agreed document, we will give you at least fourteen days' notice of any price, or product specification change that may impair or change your contract with us.

There are no circumstances whereby you are able to pay the previous price issued when you initiated the contract unless the minimal fourteen days' notice has not been given.

Value Added Tax Charges

In compliance to United Kingdom Law, Value Added Tax is charged at the stated rate of twenty per cent.

5wire.co.uk is a Value Added Tax Registered Company, Number - 941988868

All prices displayed on our website, or prices that are issued as a quotation include Value Added Tax charges, unless stated otherwise.

European Union Business VAT Exemption

If you can provide valid and acceptable proof that you are a Value Added Tax registered company operating in the European Union you are entitled to VAT Exemption. In this circumstance, you are required to pay the Value Added Tax prior to providing evidence; the Value Added Tax will then be credited to your account.

Vouches, Coupons & Promotional Offers

Under this section, vouchers, coupons, promotional codes refer to the same article that can be used at the checkout to discount products/services. Each name listed refers to the same article, in this instance each article will be referred to as a 'Promotional Code(s)'.

Promotional Codes all carry their own terms and conditions in addition our main terms and conditions; however the consequence of misuse is covered in this document.

It is our responsibility to issue and accept the Promotional Code to, and for its intended purpose. In the instance that a promotional code is used by an unintended party we will not request the difference unless greater than £10.00.

The promotional codes we issue are not recurring, meaning you are only able to use it on one invoice. However, if a promotion code is recurring and has been used by an unintended party we will remove the Promotional Code and following the next invoice you will be required to pay the full amount.

When using a Promotional Code, you lose entitlement to our 30 day money guarantee (see article, "30 Day Money Back Guarantee").

Deposit Refunds

A deposit is a secure payment requested by ourselves to ensure we do not lose out when carrying out work for you.

All deposits are non-refundable.

iv. 30 Day Money Back Guarantee

Our thirty day money back guarantee is available to new and existing customers who purchase one of the following packages –

- ‘Web Hosting – Basic Hosting’,
- ‘Web Hosting – Premium Hosting’,
- ‘Web Hosting – Professional Hosting’

Other services provided via 5wire are non-refundable.

To then qualify for the thirty day guarantee you are required to meet the following criteria;

1. You have not signed up using a Voucher, Coupon or Promotional Code,
2. You have not exceeded 25% of your product specification¹,
3. You have not purchased any of the following;
 - a. Dedicated Server
 - b. Colocation
 - c. SSL (Secure Socket Layer) Certificate
 - d. Rack Space
 - e. Web Design
4. **Free Domain Note:** The free domain is non-refundable and an expenditure to us as minimum registration period is for one year(s), therefore in the event of progressing with the money back guarantee you are liable for the remaining cost of the domain. In order to cater for this, your refund will minus the cost of the domain which will be matched with our ‘Domains’ pricing page on our website.

¹ – Product Specification includes **ONLY** Disk Space and Bandwidth usage.

v. Agreement with Use of Our Services

This agreement applies to all customers, whichever service you are using unless stated otherwise.

Acceptable Use

In order to use our services, it is a legal requirement that you must comply with the following terms. When you purchase our products/services you enter into agreements, accepting these terms and conditions. At our checkout, you also are given the option to accept or deny agreement to our terms and conditions.

In the event our terms and conditions are broken, you will be removed from our service, with no entitlement to claim a refund, or to request un-suspension.

If the breach of contract is against United Kingdom law, local authorities will be informed with your details to pursue any legal actions.

We are not liable for any articles on your account whether uploaded by yourself or maliciously. You are liable for maintaining and securing using strong passwords whilst using our services.

Reseller Hosting / Reseller Services

Resellers are able to sell Web Hosting on our platform; you are entirely responsible for the representation of the accounts hosted on them. You are also liable for enforcing these terms and conditions, and your own terms and conditions to their accounts.

In the event a reseller is in breach, or not complying with our terms and conditions, we following a strict procedure to reduce and compensate for these actions. Such actions include compromised websites, fraudulent activity, and script exploits.

Actions taken against Reseller Hosting / Service Customers

1. The account will be suspended and an email will be sent to the Reseller Owner within 24 hours justifying the suspension, and appropriate actions to resolve,
2. If the Reseller Hosting / Service Customer Un-suspends the account, and within 24 hours does not resolve the problem we will assume malicious intent to cause damage to our services and our Root user will be Suspended the Account, meaning you cannot un-suspend the user (Requires Admin Un-Suspension, see "Administrative Rules"),
3. In the case the account is unfit, and causing further issues we will terminate the account, **alternatively** we can resolve the account issue as per our "Administrative Rules and Charges".

Actions taken against Dedicated Server / Colocation Customers

1. Notification of the issue, given up to 24 hours to resolve,

2. Following the given time period, internet access may be blocked by local firewalls, and only allowed access externally from a given I.P address. (Requires Admin re-enabling, see “Administrative Rules”).
3. If issue isn’t resolved within 48 hours of notification, contract can be terminated. Or, issue can be resolved by network engineer but fees can be incurred for the issues.

Disk Space & Bandwidth

If your account exceeds the allocated product specifications, you are subject to over usage charges.

You can request your account to be upgraded to not incur any of the Over Usage Charges below; you are required to make the request prior to exceeding your quota. Your account cannot be downgraded.

Over Usage Charges

Web Hosting

Disk Space Overages Cost = £0.02 per MB

Bandwidth Overages Cost = £0.01 per MB

Reseller Hosting

Disk Space Overages Cost = £0.08 per MB

Bandwidth Overages Cost = £0.05 per MB

Dedicated Server / Colocation

£45.00 per 300GB (including VAT)

Downgrading

Web Hosting & Reseller Hosting packages cannot be downgraded.

Violations

Accounts are checked for the following, if your account is found with any of the following articles you will be reported to the appropriate authorities and have your account terminated from using our services with no refund.

- **Inappropriate Content / Graphical Images** – Pornography is accepted under the circumstances it doesn't breach UK laws. If inappropriate content / graphical images are discovered, your service will be terminated instantly and reported to the authorities.
- **Copyright, or Trademark Infringement** – Using software without GPU licensing, or not complying with GPU licenses.
- **Unauthorised Material** – Films, Music, Application Software, Operating Systems, etc (ejusdem generis).

- **Threats** – includes anything such as threats to encourage bodily harm or destruction of property.
- **Harassment** – anything that intends to cause harassment to internet user or company.
- **Fraudulent Activity** – making fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam.
- **Forgery or Impersonation** – Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous re mailers or nicknames does not constitute impersonation.
- **Unsolicited Commercial E-mail / Unsolicited Bulk E-mail (SPAM)** – transmitting any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination.
- **E-mail News Bombing / Message Forging** – transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited.
- **Collection of Personal Data** – doing with without consent of the users detail(s).
- **Distribution of Viruses, Spyware, Trojans, Malicious Programs, and other harmful content** – Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited.
- Banned Scripts and/or Applications;
 - Proxy Scripts (nph-proxy, and others)
 - Anonymizer
 - Torrent Trackers
 - Warez Forums/Scripts
 - HiveMail and Similar Email Provisioning Scripts
 - phpShell and similar command Execution Scripts
 - 'tpg' showcase scripts

Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

- I. Your password provides access to your account. It is your responsibility to use a strong password, as well as keep it secure.
- II. Sharing your password and account access with authorised users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.
- III. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

- IV. You must adopt adequate security measures to prevent or minimise unauthorised use of your account.
- V. You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a service or account you are not expressly authorised to access, or probing the security of other networks.
- VI. Use of distribution of tools, designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- VII. You may not attempt to interfere with services to any user, host or network (“denial of service attacks”). This includes, but is not limited to “flooding” of networks, deliberate attempts to overload a service, and attempts to “crash” a host.
- VIII. User who violates systems or network security may incur criminal or civil liability.
- IX. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Late Payment Fee

As invoices are distributed to your sign up email address twenty eight days before they are due, you are made adequately aware of when you are required to pay for your product/service.

A late fee of twenty per cent of the invoice will be enforced.

The only circumstance where this late fee is exempt is as follows;

- I. Reasonable notification is given prior to the invoice due date justifying the late payment, and proceeding to give an applicable date in which the payment will be made.
- II. Proven unavailability to our systems through network loss, or unavailability of other persons related to you, denying you access to use their internet facilities to complete your payment.
- III. Frozen bank account or payment gateway due to fraudulent activity caused by a third party whereby you are not liable.

vi. Web Hosting Agreement

This section is subject to Web Hosting customers only; you take our terms and conditions into account as well as concentrate specifically on the following sections;

- I. Agreement with Use of Our Services,
- II. Backup Policy
- III. Spam Policy
- IV. Resource Usage Policy
- V. Fair Usage Policy

You are not allowed to resell Web Hosting from us to somebody in order to profit, you can only buy on behalf of somebody and charge them what it cost you.

See 'Over usage Charges'.

Minimum Contract

The minimum contract terms for Web Hosting is –

- 6 months,
- 12 months – free domain included,
- 24 months - free domain included.

Existing Customers – Minimum Contract Period

Existing customers who have signed up for a 30 day or 3 month contractual period are not subject to contract change unless their service is upgraded or changed.

vii. Reseller Agreement

As a Reseller, you are required to comply with our Terms & Conditions fully prior to reselling ensuring that you remain fully compliant and illegal activity is redundant.

You agree to the entire document, concentrating specifically on the following section of the Terms & Conditions;

- I. Agreement with Use of Our Services,
- II. Backup Policy
- III. Spam Policy
- IV. Resource Usage Policy
- V. Fair Usage Policy

In addition, the following agreements and entitlements are displayed in the Reseller Agreement are;

- I. You may resell Web Hosting to other people with the reseller you have purchased from us.
- II. You are not allowed approach our Web hosting customers in order to “undercut” our prices.
- III. You are required to charge tax **if** you are required to by the country you are operating in.
- IV. You are able to provide free web hosting; we request that you inform us if you wish to do so.
- V. You are liable for all articles, files, images contained on your reseller.

You are not allowed to resell Reseller Servers from us to somebody in order to profit, you can only buy on behalf of somebody and charge them what it cost you.

See ‘Over usage Charges’.

Minimum Contract

The minimum contract terms for Web Hosting is –

- 1 month,
- 3 months,
- 6 months,
- 12 months – free domain included,
- 24 months - free domain included.

Actions against Reseller Customers

In the event you breach our Terms and Conditions, you will be subject to actions depending on the issue.

Actions taken against Reseller Hosting / Service Customers

1. The account will be suspended and an email will be sent to the Reseller Owner within 24 hours justifying the suspension, and appropriate actions to resolve,

2. If the Reseller Hosting / Service Customer Un-suspends the account, and within 24 hours does not resolve the problem we will assume malicious intent to cause damage to our services and our Root user will be Suspended the Account, meaning you cannot un-suspend the user (Requires Admin Un-Suspension, see “Administrative Rules”),
3. In the case the account is unfit, and causing further issues we will terminate the account, **alternatively** we can resolve the account issue as per our “Administrative Rules and Charges”.

viii. Colocation Agreement

All colocation packages are for one machine only unless stated otherwise. We reserve the right to suspend and/or terminate any service found breaching our terms and conditions. Colocation services are subject to 30 days written cancellation notice prior to the paid expiration date.

We reserve the right to invoice you for the amount of which it will cost to return your equipment upon termination of contract, and as well as if they arrive at the data centre in a way that is seen unfit or unsafe by our engineers.

You are liable and fully responsible for hardware failure and agree that it is your responsibility to replace it, however we are able to replace the component but subject to administrative charges.

ix. Dedicated Server(s)

We reserve the right to suspend and/or terminate any service found breaching our terms and conditions. Dedicated Servers are subject to 30 days written cancellation notice prior to the paid expiration date.

We require full administrative access on all Dedicated Servers, in the event the administrator/root password is change you are required to notify us immediately. All passwords are stored offline.

We reserve the right to audit servers as needed to perform administrative actions and ensuring our terms and conditions are being complied to.

Under no circumstance are we liable for data loss as you are fully responsible for backing up data, you take full responsibility for all of your data should hardware fail or data loss occur.

x. Web Design Agreement

Web Design Agreement includes full compliance with the relevant aspects of this document.

Deposit

A deposit acts as a security in part payment, it is to cover liability of ourselves in the instance we commence work and part-way through do not wish to continue after the time we have invested. You are required upon acceptance of quotation to pay the stated deposit; if no deposit is stated unconditionally on the quotation, you are required to pay a fifty per cent deposit (unless stated otherwise) prior to commencement of work. In no circumstance is the deposit fully refundable, in the instance we do not commence work we may issue a partial deposit refund depending on the justification given by you.

Ownership, Images and Content

At the point of project completion agreement by you, the customer, and us, the designers, you are required to pay the final fifty per cent (unless stated otherwise). It is at the point of full payment, that you have full ownership and rights to images and content on the website designed by us, until the full payment is received all work carried out by us on behalf of you will remain in our ownership. Until full payment is received, we hold full rights to withhold any content/files until full payment is received.

By accepting these terms you accept publishing a hyper-link in the footer of your website linking to ours, this is removable upon request.

Project Deadlines

Depending on project size, we will set various deadlines for you to review and request amendments to work completed prior to continuing with the project.

At the start of the project we will issue an expected and actual completion date. The expected date is a provisional completion date whereby the full project will be reviewed and any amendments made accordingly. The actual completion date is set with the anticipation of amendments; it is at this point the full payment is due.

In any circumstance, excluding grievance and illness, a project is not completed on time due to our liability we are not entitled to give you a full refund, however in respect of not completing to the allocated date we will compensate by reducing your final bill, the amount is subject to the duration of delay and justification. We are not liable in any respect if you have requested a significant amount of changes or caused delay to the allocated timeframe.

Web Design Payment Agreement

Upon issue of quotation, a project completion date is issued given excessive notice to the day of payment upon the completion of the project; it is to this event on completion that a payment must be made. You are given five working days for any payments to clear following the project completion date.

If you do not meet the specified time period without proof of payment delay due to a third party because, you will be expected to pay our Late Payment Fee of twenty per cent.

xi. Backup & Data Loss Policy

We are not responsible for backing up your data; you use our services at entirely your own risk. We do not, and are not entitled to take backups of any data. In the unlikely event of corruption or hardware failure, we cannot guarantee to be able to replace lost data. We disclaim any warranty or merchantability or fitness for a particular purpose.

This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by, or not by 5wire.co.uk and its employees or anyone connected to the company. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on our servers.

Backup Service Option

With all Web Hosting and Reseller Customers we do offer a Daily Backup service selectable during the sign up process, existing customers can request an add-on of this service.

Under the payment backup scheme we offer no guarantee that your files can be restored to a specific time and date. We accept no liability for the loss of any files caused by anyone outside of our company, whether authorised or not, in the circumstance where malicious users have caused damaged to your files due to poor password security, you will not be covered by our backup scheme.

You are only able to request, and have backups re-instated if the loss of file/content/other article associated with the service has been caused by us. In the event that you have deleted a file, you may be subject to Administrative Charges.

In the event of server failure, we will swap our services directly to our backup server, whereby if you have paid for backup services we will endeavour to get your services online first. Customers who have not paid for backup services will be restored back to our normal server once operations reassume.

We aim to retain two backups of your files externally. However, as with any data storage system there is the slight probability could fail. We highly encourage you to make your own backups on a periodic basis.

The following may not be backed up by our systems to maintain flexibility, and importance;

- I. Files exceeding 50MB in size,
- II. PERL file extensions.

xii. Compromised Accounts

We do our best to keep our systems up to date and secure in order to provide maximum protection. In some circumstances, websites may be compromised due to outdated software which opens potential exploit opportunities to hackers.

In the instance of a compromised, hacked, or damaged account we take no responsibility and hold no liability as it is your responsibility to maintain and keep your software and systems secure, and up to date.

Some accounts may be legible for restorations from our backup systems, in this instance please view 'Backup Recovery'.

xiii. Spam Policy

We maintain a zero tolerance policy against the use of our services for sending unsolicited email, bulk emailing and SPAM. Any services that are advertised via SPAM (Spamvertised) are strictly forbidden to be hosted on our servers. Additionally, no organisation or entity listed in the ROKSO may be hosted on our servers.

Any account which results in our IP range being blacklisted will be immediately suspended with their details being passed on to the relevant authority.

We strictly reserve the right to require changes, or to disable necessary accounts, databases, or components that do not comply with these policies. In some circumstances, we may need to make modifications in an emergency at its sole discretion.

We reserve the right to charge the holder of the account used to send any unsolicited email a clean-up fee. The cost of the clean-up fee is entirely at the discretion of the company.

Accounts not complying with this policy will be terminated immediately.

xiv.

xv. Resource Usage Policy

Resource Usage particularly concentrates on Web Hosting and Reseller Customers. As our services are shared with other customers, we strictly prohibit you from;

- Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- Participate in any file-sharing/peer-to-peer activities
- Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- Run cron entries with intervals of less than 15 minute
- When using PHP include functions for including a local file, include the local file rather than the URL - (E.G: ("http://yourdomain.com/include.php") use include ("include.php")).

Our shared services are designed to meet the majority of our customers; therefore to run some of the above processes we encourage the purchase of another service, such as Virtual Private Server or Dedicated Server. We reserve the right, at our sole discretion to discontinue services to any customer in breach of the above policies.

We work in the best interest of our customers; at in some instances where a customer is exceeding resources we may take your website offline.

xvi. Fair Usage Policy

In line with our Resource Usage Policy, this particularly concentrates on Web Hosting and Reseller Customers.

In the case of us offering an “Unmetered”, or “Unlimited” tariff this refers to an unprecedented limit which by usual use should not be reached, however if excessive usage becomes beyond control we implement limits. Disk Space is maximised at **100GB**, and Bandwidth is maximised as **1,000GB (1TB)** under our Fair Usage Policy when using the terms “Unmetered” or “Unlimited”, if exceeded you will be charged at our usual rate depending on your package.

xvii. Payment Policy

We offer a variety of secure, appropriate payment methods to cater to your requirements. With Online Payment Processors such as PayPal, Nochex and Google Checkout the option to pay via credit or debit card is available.

Note: The below payment processors are subject to availability at the discretion of 5wire.

PayPal

Instant Payment

PayPal offers an instant payment facility; PayPal terms and conditions are available on their website.

Subscription

An automated systems linked with our billing system allows automatic payment, and updates to your invoice.

Google Checkout / Google Wallet

Instant payment service, Google Checkout / Wallet terms and conditions are available on their website.

NoChex

Instant payment service for transferring electronic funds or paying via credit/debit card. NoChex terms and conditions are available on their website.

Cheque

Cheques are only accepted if the minimum payment is £75.00. They must be posted to us five working days before the due date of your invoice; in the instance that your cheque does not clear, or is received late you will be applicable to surcharges/late fees.

Note: When posting please ask for a receipt and proof of postage in case of delay.

Bank Transfer

Bank Transfer is recommended three working days prior to the due date of your invoice, in the instance that your bank transfer does not clear prior to the due date, you may be subject to late fee charges.

xviii. Administrative Rules & Charges

Administrative Charges are enforced to cover errors or problems that have directly or indirectly occurred.

Staff will use discretion on “good will” when carrying out tasks to determine whether to enforce charges for extra services. If you are subject to Administrative Charges you **must** be informed by our staff prior to the action taking place. In the case where you are charged, but not informed prior to work being completed / invoice, you are not liable to Administrative Charges.

Standard Administrative Charge

We have set a Standard Administrative Charge of **£8.00 per hour** (including VAT). Some services differ from our Standard Administrative Charge, including –

- Suspension
- File Recovery – Suspension
- Backup Recovery
- Refunds

Suspension

If your account has been suspended due to payment, your account will be subject to late fee charges of twenty per cent. Once you have completed this invoice with the late fee payment, your account will be automatically unsuspended by our system.

If your account has been suspended due to;

- I. Suspicious Activity
- II. Resource Usage Breach
- III. Fair Usage Breach
- IV. Agreement Use of Service Breach
- V. Treatment of Staff Breach

You will be required to pay a fee of £8.00 for your account to be un-suspended.

File Recovery – Suspension

If your account has been suspended and you do not wish to complete your contract with us, but wish to have a full back up of your website, **you are subject to pay an administrative charge of £18.00 (including VAT).**

We cannot provide files on disk / USB memory, or any other portable device.

Backup Recovery

Under no circumstances are we liable for loss or the recovery of data. We run a daily backup of all accounts; this is not deemed as a viable backup solution for customers as we do not run this system for non-Backup Service customers on a daily basis.

All backup restorations are subject to Administrative Charges -

Backup Service Customer – Web Hosting

- Free – No cost for backup restoration

No / non-Backup Service – Web Hosting

- £3.00 (including VAT)

Backup Service Customer – Reseller Hosting

- £2.00 per Backup Restored (including VAT)

No / non-Backup Service – Reseller Hosting

- £5.00 per Backup Restored (including VAT)

Refunds

All refunds are applicable of an **£5.00** (including VAT) Administrative Charge. Refunds are classified as being out of our money back guarantee period, meaning that if you are within the money back guarantee period, you are not subject to the Refund Administrative Charge.

xix. Availability & Service Level Agreements

We aim to maintain maximum, problem free up time. However this cannot be possible for a number of reasons, which may result in services being unavailable to you or your customers. You must recognise, and acknowledge that due to the nature of the technology; occasionally unavailability of the service cannot be avoided.

In the event of equipment malfunctions, we work rapidly with our suppliers and data house engineers to resolve the problem as quickly as possible. In other cases, we carry out periodic maintenance or repairs to keep our services efficient, secure and up to date. In the event of such procedure, we will give you forty eight hours' notice unless urgent.

At times, matters can be beyond our control, such as power failures, interruption of telecommunication or digital transmission links, hostile network attacks, network traffic and other occurrences. In these cases we have no liability and have not promised to provide you with an interrupted service.

Maintenance

All planned downtime or service disruption is done out of Business & Peak Hours which we define as between 8AM – 10PM.

We do our best to inform you of any disruption, but some mediums are often more convenient than others. All updates / maintenance work are posted via our –

- Announcements & News Web Page,
- Facebook Account - <http://www.facebook.com/5wirehosting>
- Twitter Account – <http://www.twitter.com/5wirehosting>
- Direct Emails

Urgent Maintenance

In the case of urgency we are required to give you a minimal of fifteen minutes notice due to the severity of some issues. Unfortunately with urgent maintenance, it is often found that work must be completed during business & peak hours which we try to keep to a minimal.

Service Level Agreement

We guarantee our customers a minimal of **95%** uptime based upon various third parties monitoring our services, such as the below -

Web Hosting Stuff - <http://www.webhostingstuff.com/uptime/5wire.html>

If we do not meet our minimal uptime basis due to issues caused by 5wire we will provide customers will an additional week of service.

Response Times

During Business & Peak Hours we endeavour to have our services back online as quickly as possible, usually within 15 minutes of receiving first acknowledgement of downtime.

Outside of these hours our minimum expectation is 15 – 45 minutes of first acknowledgement of service unavailability.

In some situations, due to staff unavailability and logistical difficulties services may take longer than specified in which we will endeavour to resume normal service as soon as possible.

xx. Reporting Violations

We request that anyone believes violations are being committed, either by a user and/or customer of our service committing an offence, please provide the following information.

- IP address used to commit the alleged violation.
- Date & Time of the Alleged Violation, include time zone.
- Evidence of the alleged violation; screen shot, log.

We have full right to take the following actions in response to complaints or discovery of violation;

- Issue written or verbal warnings,
- Suspend the subscriber's account,
- Terminate the subscriber's account
- Bill the subscriber for administrative costs and/or reactivation charges for violation
- Bring legal action to enjoin violations and/or collect damages
- Report to British authorities.

xxi. Treatment of Staff

We aim to operate and provide our customers with great support through the use of well trained, and knowledgeable staff members.

We believe the treatment of staff is a vital area of the business to understand the role they take in support and ensuring services are running efficiently. We maintain a strong business relation with the customer to ensure they are satisfied with the service provided.

Under any circumstances if a staff member, or customer of ourselves feels intimidated, or is being verbally abused, threatened or being shown abusive images by a customer, we hold the right to suspend your service and terminate your contract.

If this action is used against a customer, you will be informed via e-mail in a written document explaining and demonstrating with evidence of the threats felt to staff. No refunds are given under these circumstances and all liability is remained with the behaviour of the customer.

To regain access to recover your data you will incur Administrative Charges.

xxii. Indemnification

We emphasise that in agreeing to our Terms and conditions, if you indemnify us for any violation of the agreement that results in loss to us, or bringing of a claim against us by any third party, you will be strictly liable to pay any damages awarded against us, plus all costs and attorney fees.

xxiii. Refunds

Under no circumstances do we issue refunds, except under our Seven Day Guarantee Policy and if a customer is to die during the use of our service.

In the event we issue a partial refund, you are subject to a £5.00 Administrative Charge.

xxiv. Miscellaneous Provisions

You must provide us with, and keep up to date; good contract information in the event we need to speak to you.

- I. A waiver by the Company of any breach of any provision of this Agreement by the Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.
- II. The Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign the Agreement at any time without consent from or notice to the Subscriber. Company reserves right to cancel the Subscribers rights under this contract at any time without further obligation.
- III. 5wire takes no responsibility for any material input by others and not posted to the 5wire by 5wire. 5wire is not responsible for the content of any other websites linked to the 5wire Network; links are provided as Internet navigation tools only. 5wire disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.
- IV. 5wire is not responsible for any damages your business may suffer. 5wire does not make implied or written warranties for any of our services. 5wire 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 5wire.
- V. It is absolutely forbidden to host anonymous proxies/re mailers or IRC servers on Shared/Reseller Server accounts. Shared/Reseller Server accounts found hosting this material will be subject to immediate cancellation without refund.

xxv. Revisions to Policy

We reserve the right to revise, amend, or modify the agreements in this document at any time and in any manner. Notice of any revision, amendment, or modifications will not need to be given to users or customers; however subscribers are required to agree to the policy.