

# Ctech Network Services Ltd Service Agreement



## 1. SERVICE AGREEMENT

This Agreement ("Agreement") is between Ctech Network Services Ltd, with an office at 22 Evensyde Watford Hertfordshire WD18 8WQ and the customers of our services. For good and valuable consideration, the parties agree as follows:-

## 2. SERVICES

Subject to the terms and conditions of this Agreement, Ctech Network Services Ltd will provide to Customer the Web hosting and/or related services described in the plan selected by Customer from Ctech Network Services Ltd then published list of services offered from time to time ("Services"). The specific plan of Services to be provided initially to Customer shall be as selected in the Order and thereafter as established through correspondence between Customer and Ctech Network Services Ltd.

## 3. TERM

The initial term of this Agreement shall be as stated in the Order ("Initial Term"). The Initial Term shall begin upon commencement of Service to Customer, provided, however, no Service shall commence unless and until Ctech Network Services Ltd receives and accepts a completed Order from Customer, plus payment in full for Services to be rendered during the Initial Term and any set-up charges. Ctech Network Services Ltd reserves the right to reject any submitted Order for any or no reason prior to written acceptance thereof by Ctech Network Services Ltd.

After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically renew for successive terms of equal length as the Initial Term unless terminated or cancelled by either party only as provided in Paragraph 9 below. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

## 4. FEES AND PAYMENT

All fees for Services rendered or provided to Customer shall be in accordance with Ctech Network Services Ltd price list then in effect, the terms of which are incorporated herein by reference. A price list setting forth Ctech Network Services Ltd current rates for Services is available on their website. Ctech Network Services Ltd may, with seven (7) days notice to Customer, amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due and owing immediately upon

the first day of such renewal period. Customer will receive an invoice by first class post for the charges for the basic Services rendered or provided by Ctech Network Services Ltd for such renewal period, plus any additional services rendered or provided by Ctech Network Services Ltd to Customer for the preceding month of the Term, and any other charges, fees or interest then due hereunder. Payment in full of such invoiced amount is due upon receipt of the invoice. Should payment in full of any invoice not be received by Ctech Network Services Ltd within seven (7) days after date of invoice, Ctech Network Services Ltd may impose a debt service charge equal to one and one-half percent (1.5%) of the overdue balance (or such lesser amount as may be required by law) for each month or fraction thereof the overdue amount remains unpaid. In addition, in the event that any amount due to Ctech Network Services Ltd remains unpaid for seven (7) days after presentation of an invoice to a Customer, Ctech Network Services Ltd, in its sole discretion, may immediately at their sole discretion terminate this Agreement, and/or withhold or suspend services. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of Ctech Network Services Ltd) shall be paid by the Customer. No refunds will be given if Customer applies for a .ltd. uk or .plc.uk domain without giving the correct Company Registration number.

## 5. CONTENT AND CUSTOMER'S RESPONSIBILITY

Ctech Network Services Ltd will exercise no control whatsoever over, nor have any responsibility or liability whatsoever for, the content of the information passing through its network. Ctech Network Services Ltd shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason.

## **6. DATA PROTECTION ACT**

The parties to this agreement mutually undertake and agree not to disclose to any unauthorised person any data the subject of the Data Protection Act 1998.

## **7. NO WARRANTY**

The Customer agrees to use all Ctech Network Services Ltd Services and facilities, and any information obtained through or from Ctech Network Services Ltd, is at the Customer's own risk. The Customer acknowledges and understands that neither Ctech Network Services Ltd, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement. Ctech Network Services Ltd specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

## **8. PROHIBITED USES**

The Customer shall not use, nor permit the use by any person of, Customer's Web space or any part thereof, including any links to other Web space, in violation of Ctech Network Services Ltd' "Usage Policy" provided herewith.

## **9. LIMITED LIABILITY**

Under no circumstances, including negligence, shall Ctech Network Services Ltd, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Ctech Network Services Ltd' records, programs or services. Ctech Network Services Ltd further shall have no responsibility whatsoever to Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder.

## **10. INDEMNIFICATION**

The Customer shall indemnify Ctech Network Services Ltd, and keep them indemnified, from and against any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, legal fees, damages (hereinafter "Liabilities") asserted against Ctech Network Services Ltd, its agents, its customers, servants, officers and employees, that may arise or result from:-

- (i) any service provided or performed or agreed to be performed by the Customer, its agents, employees, licensees, customers or assigns; or
- (ii) any product distributed, offered or sold by the Customer, its agents, employees, licensees, customers or assigns; or
- (iii) any act neglect or default of the Customer, its agents, employees, licensees, customers or assigns; or
- (iv) the proven infringement of the intellectual property rights of any third party; or
- (v) any successful claim by a third party alleging libel or slander in respect of any matter arising from the conduct of the Customer, its agents, employees, licensees, customers or assigns;

provided that such liability has not been incurred by Ctech Network Services Ltd through any

default by him in carrying out the terms of this agreement. The Customer shall if so required by Ctech Network Services Ltd join in any action or proceedings arising under this agreement or in relation to any area covered by this or any other contract or agreement entered into with Ctech Network Services Ltd.

## **11. TERMINATION**

This Agreement may be terminated:-

- (i) by either party, without cause, by giving the other party Thirty 30 days prior written notice;
- (ii) by Ctech Network Services Ltd, at any time, upon 14 days' prior notice if in the sole judgment of Ctech Network Services Ltd, the Customer breaches any material provision of this Agreement and has not rectified the same by the end of the 14 days;
- (iii) immediately by Ctech Network Services Ltd in the event of non-payment by the Customer as provided in Paragraph 3 above; and
- (iv) by Ctech Network Services Ltd, at any time, without notice, if, in Ctech Network Services Ltd' sole judgment, the Customer is in violation of any terms or conditions of Ctech Network Services Ltd' Usage Policy.

## **12. ADDITIONAL TERMS AND CONDITIONS**

The Customer hereby acknowledges that it has received and reviewed a copy of Ctech Network Services Ltd' "Usage Policy" provided herewith and that the terms of the Usage Policy are incorporated herein by reference. Ctech Network Services Ltd reserves the right to amend this Service Agreement and the Usage Policy from time to time and Customer shall be bound by any such amendments. Customer shall have the obligation to periodically visit Ctech Network Services Ltd' Web site to review its Usage Policy and to make certain Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern.

## **13. NOTICE**

All notices must be sent in writing. All notices to Ctech Network Services Ltd shall be delivered to its address as provided on the Order. All notices to the Customer shall be delivered to its mailing address as provided on the Order. The parties may change their respective address by notice delivered to the other party. All notices delivered in writing must be sent by special delivery. Evidence of successful transmission of all notices must be retained by the delivering party.

## **14. MISCELLANEOUS**

This Agreement sets forth the entire agreement between Ctech Network Services Ltd and Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. Customer may not transfer or assign this agreement without Ctech Network Services Ltd' prior written consent. This Agreement shall be governed by the laws of England and all claims concerning this Agreement shall be brought exclusively in English courts located in England. The parties hereby consent to submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defences concerning said forum. The Customer is deemed to have agreed to this Agreement, when commencing use of any of Ctech Network Services Ltd's services.

## **15. USAGE POLICY**

**VIOLATION OF ANY OF THE FOLLOWING POLICIES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF ALL ACCOUNTS.**

### **General Conduct**

1. Customers are prohibited from transmitting on or through any of Ctech Network Services Ltd' services, any material that is, in Ctech Network Services Ltd' sole discretion, unlawful, threatening, abusive, libellous, is or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law, statute or regulation.
2. Ctech Network Services Ltd' services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of UK regulation or law is

prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other intellectual property right or statute. Ctech Network Services Ltd reserves the right to remove such illegal material from its servers.

3. Customers may not engage in tortuous conduct including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or making physical threats against another person via email, news, or any other electronic media/service we provide.

4. The Customer is responsible for providing and maintaining accurate and up-to-date billing information. Furnishing false data on the sign up form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

### **System and Network Usage Security**

1. Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks.

2. Customers may not attempt to interfere with service 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.

3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

4. Customers must safeguard their account passwords to prevent unauthorized access to their account.

5. Users who violate systems or network security may incur criminal or civil liability. Ctech Network Services Ltd will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with any authorities in the investigation of suspected criminal violations.

### **Email**

1. Harassment, whether through language, frequency, or size of messages, is prohibited.

2. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the Customer must not send that person any further email.

3. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.

4. Customers may not forward or otherwise promote or produce chain letters, whether or not the recipient wishes to receive such mailings.

5. Malicious email, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of email) and "trolling"(posting outrageous messages to generate numerous responses) is prohibited.

6. Forging of header or any other information is not permitted.

7. Subscribing someone else to a mail list or removing someone else from a mail list without that person's permission is prohibited.

8. Ctech Network Services Ltd accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Usage Policy or the usage policy of that other provider.

9. These rules apply to other types of Internet-based distribution mediums as well. USENET postings have their own regulations; see below.

## **USENET (News)**

1. Ctech Network Services Ltd is not responsible for the content of any USENET posting, whether or not the posting was made by a Ctech Network Services Ltd Customer.
2. Postings to USENET news groups must comply with the written charters or FAQ's for those news groups. Advertisements should only be posted in those news groups whose charters/FAQ's explicitly permit them. The poster is responsible for determining the etiquette of a given news group, prior to posting to it.
3. Customers are prohibited from posting the same or similar message to large numbers of news groups (excessive cross-posting or multiple-posting, also known as "USENET Spam").
4. Customers are prohibited from posting binary files to news groups not specifically named for that purpose.
5. Customers are prohibited from cancelling or superseding posts other than their own, with the exception of official news group moderators performing their duties.
6. Customers are prohibited from forging header information. This includes attempting to circumvent the approval process for posting to a moderated news group.
7. A customer may not solicit mail for any other address, other than that of the Customer's Ctech Network Services Ltd account or service, with the intent to harass or collect replies after Ctech Network Services Ltd' service has been terminated.

## **I.C. (Internet Relay Chat)**

1. Ctech Network Services Ltd is not liable for the content of any communications made on I.C.
2. I.C. robots ("bots" or "clones") or I.C. sessions may not be run from Ctech Network Services Ltd' shared server accounts.
3. Customers may not attempt to impersonate others or use I.C. anonymously by disguising their hostage or username.
4. Customers are prohibited from using I.C. scripts or programs that interfere with or deny service to other users on any server or host. Customers are also prohibited from engaging in activities which harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to fill the screens of others), "flashing" (disrupting terminal emulation), "takeovers" (forcibly seizing operator privileges), attempting to send private messages to those who do not wish to see them (via "ignore"), attempting to return to a channel after being banned from it, and other disruptive behaviours.

## **General Uses**

1. Customers may not permit the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for the Customer's own account.
2. Customers may not employ posts or programs that consume excessive CPU time or storage space. Ctech Network Services Ltd reserves the right to kill off CPU intensive process.

## **Material and Product Requirements**

1. Customers must ensure that all material and data placed on Ctech Network Services Ltd' equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation on Ctech Network Services Ltd' part. We shall make no effort to validate this information for content, correctness or usability. In the event that the Customer's material is not "server-ready", we have the option at any time to reject this material. Ctech Network Services Ltd will notify the Customer immediately of its refusal of the material and afford the Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of Ctech Network Services Ltd.
2. Use of Ctech Network Services Ltd' service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the Customer's Web space. Customers must have the

necessary knowledge to create and maintain a Web space. It is not the responsibility of Ctech Network Services Ltd to provide this knowledge or customer support outside of the service defined in the Service Agreement .

## **Privacy**

1. Ctech Network Services Ltd will not sell or knowingly disclose its customer lists or customer email or list serv address lists. We will attempt to protect the privacy of our Customers and their information that is stored on our network. Ctech Network Services Ltd will only access and disclose information as necessary to comply with applicable laws and government requests, to operate and maintain our systems and services, or to protect ourselves or our Customers.

2. Ctech Network Services Ltd will not monitor or disclose a Customer's private email messages unless required by court order or law. We will cooperate with the authorities and will notify such authorities if it suspects that a Customer is engaged in illegal activities. THE USAGE POLICY DEFINES THE ACTIONS WHICH Ctech Network Services Ltd CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THIS POLICY ARE NON-EXCLUSIVE, AND ARE PROVIDED SOLELY FOR GUIDANCE TO CTECH NETWORK SERVICES LTD' CUSTOMERS. If you are unsure whether any contemplated use or activity is prohibited, please use our online forms and we will assist you. Please note that the activities set forth above are also not permitted from other Internet Service Providers on behalf of, or to advertise, any service hosted by Ctech Network Services Ltd, or connected via our network. Furthermore, such services may not be advertised via deceptive marketing policies. Ctech Network Services Ltd must further limit any exceptions made to the Usage Policy as secondary in regards to server and network security, performance and integrity. Any user, regardless of exception status, may have his or her service disabled if it is interfering with our servers or network. Specific questions about this policy should be filled out on our online forms. Reports of activity in violation of this policy may be sent via registered post to our head office.

3. TRADEMARK ABUSE Before you sign up for any domain name with us, you must explicitly assert that to your knowledge you are not abusing any trademark or other statutes. If in doubt seek legal advice.

4. DISPUTE RESOLUTION C Tech IT Services is not part of a dispute between a trademark owner and a Registrant. We cannot arbitrate between two disputing parties.