

Pulse8 Hosting terms and conditions

You indicate acceptance of these terms and conditions of service by placing an order with Pulse8 Hosting which is a trading name of CompuCare Computer Servicing Ltd., whose registered office is at Petitor House, Nicholson Road, Torquay, Devon. TQ2 7TD. These terms and conditions will not be varied for individual customers.

1 DEFINITIONS

1.1 In this Agreement the following words and expressions shall have the following meanings:

1.1.1 "downtime" means any service interruption in the availability to visitors of the Website;

1.1.2 "intellectual property rights" means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country;

1.1.3 "Pulse8 Hosting" means Pulse8 Hosting and is a trading name of CompuCare Computer Servicing Limited

1.1.4 "IP address" stands for internet protocol address which is the numeric address for the server;

1.1.5 "ISP" stands for internet service provider;

1.1.6 "server" means the computer server equipment operated by Pulse8 Hosting in connection with the provision of the Services;

1.1.7 "the Services" means web hosting, domain name registration, email and any other services or facilities provided by Pulse8 Hosting.

1.1.8 "spam" means sending unsolicited and/or bulk emails;

1.1.9 "virus" means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "trojan horses";

1.1.10 "visitor" means a third party who has accessed the Website;

1.2 Product specifications and details may be found at www.pulse8internet.co.uk.

1.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.4 The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

2 INTRODUCTION

2.1 The Customer wishes to provide Pulse8 Hosting with data that will be hosted on Pulse8 Hosting's servers and made accessible via the Internet.

2.2 Pulse8 Hosting provides web hosting services and has agreed to host the Customer's data upon the following terms and conditions.

3 DUTIES

3.1 Pulse8 Hosting shall provide to the Customer the Services specified in their order subject to the following terms and conditions.

3.2 The Customer shall deliver to Pulse8 Hosting the website and the software used in the website which is owned by the Customer, or licensed to him by a third party or Pulse8 Hosting ("the Customer Software), in a format specified by Pulse8 Hosting.

4 CHARGES, PAYMENT AND MONEY-BACK GUARANTEE

4.1 Payment methods include credit cards (including MasterCard and Visa), debit cards (including Switch/Maestro) and Direct Debits

4.2 Pulse8 Hosting do not accept cheques, bank transfers (unless previously arranged), postal orders, cash or any other form of payment other than those outlined in 4.1

4.3 The Charges are exclusive of VAT, which if payable shall be paid by the Customer.

4.4 Pulse8 Hosting shall be entitled to charge interest in respect of late payment of any sum due under this Agreement, which shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England from time to time in force.

4.5 Pulse8 Hosting do not provide credit facilities.

4.6 From time to time Pulse8 Hosting may make enquiries on the Customers company, proprietor or directors of the Customers company with credit reference agencies. These agencies may record that a search has been made and share this information with other businesses.

4.7 Pulse8 Hosting may provide "Money-Back Guarantees" on certain products. Should your product qualify for this guarantee please raise a support ticket at hosting@pulse8comms.co.uk within 30 days of placing your order for a full refund. This guarantee excludes domain names which may not be cancelled once ordered. Customers are limited to using the money-back guarantee once.

4.8 Pro-rata refunds will not be issued for yearly services that are cancelled before then end of the year.

4.9 Should your chosen payment method fail Pulse8 Hosting will attempt to settle your invoice using any other payment facilities available on your account.

4.10 All services will renew until cancelled by the customer. Pulse8 Hosting emails the customers primary email address prior to renewal of services, it is the customers responsibility to cancel services prior to renewal as no refund can be made once renewal has occurred. Customers must notify us at least 72 hours before a service is renewed if they wish to cancel that service. The cancellation process must be fully completed by you before your account is cancelled.

5 IP ADDRESSES

5.1 Pulse8 Hosting shall maintain control and ownership of the IP address that is assigned to the Customer as part of the Services and reserves the right in its sole discretion to change or remove any and all IP addresses.

5.2 Where Pulse8 Hosting changes or removes any IP address it shall use its reasonable endeavors to avoid any disruption to the Customer.

6 SOFTWARE LICENCE AND RIGHTS

6.1 If the Customer requires use of software owned by or licensed to Pulse8 Hosting ("Pulse8 Hosting's software") in order to use the Services, Pulse8 Hosting grants to the Customer and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive license to use Pulse8 Hosting Software in object code form only, in accordance with the terms of this Agreement. For the avoidance of doubt, this Agreement does not transfer or grant to the Customer any right, title, interest or intellectual property rights in Pulse8 Hosting Software.

6.2 In relation to Pulse8 Hosting's obligations under this Agreement in connection with the provision of the Services, the Customer grants to Pulse8 Hosting a royalty-free, world-wide, non-exclusive license to use the Customer Software and all text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the website ("the Content"). For the avoidance of doubt, this Agreement does not transfer or grant to Pulse8 Hosting any right, title, interest or intellectual property rights in the Customer Software or the Content.

6.3 The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense Pulse8 Hosting Software.

6.4 Pulse8 Hosting may make such copies of the Customer Content as may be necessary to perform its obligations under this Agreement, including back up copies of the Content. Upon termination or expiration of this Agreement, Pulse8 Hosting shall destroy all such copies of the Content and other materials provided by the Customer as and when requested by the Customer.

7 SERVICE LEVELS AND DATA BACKUP

7.1 Pulse8 Hosting shall use its reasonable endeavors to make the server and the Services available to the Customer 100% of the time but because the Services are provided by means of computer and telecommunications systems, Pulse8 Hosting makes no warranties or representations that the Service will be uninterrupted or error-free and Pulse8 Hosting shall not, in any event, be liable for interruptions of Service or downtime of the server.

7.2 Pulse8 Hosting carries out data backups for use by Pulse8 Hosting in the event of systems failure. Pulse8 Hosting do not provide data restoration facilities for individual customers. Even though every effort is made to ensure data is backed up correctly Pulse8 Hosting accepts no responsibility for data loss or corruption.

8 ACCEPTABLE USE POLICY

8.1 The website and use of the Services may be used for lawful purposes only and the Customer may not submit, publish or display any content that breaches any law, statute or regulation. In particular the Customer agrees not to:

8.1.1 use the Services or the website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services;

8.1.2 send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities;

8.1.3 publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights (for the avoidance of doubt this includes licensed software distributed as Warez), via the Services or on the Website;

8.1.4 threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

8.1.5 engage in illegal or unlawful activities through the Services or via the Website;

8.1.6 make available or upload files to the website or to the Services that the Customer knows contain a virus, worm, trojan or corrupt data; or

8.1.7 obtain or attempt to obtain access, through whatever means, to areas of Pulse8 Hosting's network or the Services which are identified as restricted or confidential. This includes leaving your home directory whilst using SSH access to servers.

8.1.8 operate or attempt to operate IRC bots or other permanent server processes.

8.2 The Customer has full responsibility for the content of the Website. For the avoidance of doubt, Pulse8 Hosting is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services.

8.3 If the Customer fails to comply with the Acceptable Use Policy outlined in Clause 8.1 Pulse8 Hosting shall be entitled to withdraw the Services and terminate the Customer's account without notice.

9 ALTERATIONS AND UPDATES

All alterations and updates to the website shall be made by the Customer using the online account management facility, FTP access or SSH access where available. The Customer will be issued with a user name and password in order to access the account. The Customer must take all reasonable steps to maintain the confidentiality of this user name and password. If the Customer reasonably believes that this information has become known to any

unauthorised person, the Customer agrees to immediately inform Pulse8 Hosting and the password will be changed.

10 WARRANTIES

10.1 The Customer warrants and represents to Pulse8 Hosting that Pulse8 Hosting's use of the Content or the Customer Software in accordance with this Agreement will not infringe the intellectual property rights of any third party and that the Customer has the authority to license the Content and the Customer Software to Pulse8 Hosting as set out in Clause 6.2.

10.2 All conditions, terms, representations and warranties that are not expressly stated in this Agreement, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded. In particular and without prejudice to that generality, Pulse8 Hosting shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

11 INDEMNITY

The Customer agrees to indemnify and hold Pulse8 Hosting and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Pulse8 Hosting arising out of any breach by the Customer of the terms of this Agreement or other liabilities arising out of or relating to the Website.

12 LIMITATION OF LIABILITY

12.1 Nothing in these terms and conditions shall exclude or limit Pulse8 Hosting's liability for death or personal injury resulting from Pulse8 Hosting's negligence or that of its employees, agents or sub-contractors.

12.2 The entire liability of Pulse8 Hosting to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

12.3 In no event shall Pulse8 Hosting be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or Pulse8 Hosting had been made aware of the possibility of the Customer incurring such a loss.

13 TERM AND TERMINATION

13.1 This Agreement will become effective on the date the service is ordered and shall continue until terminated by either party in writing of its intention to terminate the Agreement.

13.2 Pulse8 Hosting shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due.

13.3 Either party may terminate this Agreement forthwith by notice in writing to the other if:

13.3.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

13.3.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or

13.3.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

13.3.4 the other party ceases to carry on its business or substantially the whole of its business; or

13.3.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13.4 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

13.5 On termination all data held in the customer's account will be deleted.

14 ASSIGNMENT

14.1 Pulse8 Hosting may assign or otherwise transfer this Agreement at any time.

14.2 The Customer may not assign or otherwise transfer this Agreement or any part of it without Pulse8 Hosting's prior written consent.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16 SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17 NOTICES

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

18 ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be updated without notice.

19 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

20 DOMAIN NAME REGISTRATION, EXPIRY & RENEWALS

Domain names are not deemed to be successfully registered until they appear in the relevant whois database of the top level domain name registrar. In the event that a domain name is unavailable when we attempt to register it Pulse8 Hosting will provide a full refund for that domain name.

All domains are renewed on an annual basis, we will send out reminder emails 30 days, 14 days, 7 days and 1 day before expiry. We will send the emails to the email address on the account, it is the registrants responsibility to make sure their contact details are up to date.

To manage your domain names and any related hosting services please login to your renewal portal by visiting <https://www.pulse8internet.co.uk/renew>. To login use your registered emails address, if you do not know your login name please call 0800 0428888 or email hosting@pulse8comms.co.uk

Pulse8 Hosting takes no responsibility if your domain renewal fails due to your contact details being incorrect. If you do not wish to renew a domain please make sure you contact us a minimum of 14 days before your domain expires by emailing us at accounts@pulse8comms.co.uk. Alternatively you can set your domain to auto renew, this can be managed through the client portal area. All domains will be auto renewed 14 days in advance of the domain name expiring and will be billed 30 days in advance.

.CO.UK (and other domains which are governed by Nominet)

If you do not renew your domain before its expiry date it will have all services we provide suspended and you will have up to 30 days (protected period) on a .uk domain after to renew the domain name at the original renewal fee. Please log into the client portal area to view renewal fees. After 30 days your domain will be suspended and will go into a 60 day grace period which you can still renew your domain name but with an additional redemption fee of £50.00 + VAT. This must be requested by email before the 80th day after your domain has expired, after 90 days your domain will be cancelled and deleted from the register and made available for resale through a third party registrar. Pulse8 Hosting will not guarantee the renewal of a domain name.

For more information visit Nominet <http://www.nominet.org.uk/uk-domain-names/manage-your-domain/renew>

.COM (and other domains which are governed by OpenSRS)

Important, If a domain name is not renewed by its expiry date, it is not immediately deleted, but will cease to operate immediately. From this point on, it is considered to be "expired". Three days after the expiry date, the nameservers are automatically changed to the OpenSRS (Governing body) Expired Domains nameservers.

Day 0 to day -40: Domain has expired, but is within Grace Period

If a domain name has expired, but is still within the 40 day Grace Period, the top of the web page may display a renewal reminder message three days after the expiry date.

During the Grace Period, the domain name is still considered to be owned by you "the registrant", and the WHOIS information continues to display your information (or WHOIS Privacy, if applicable).

Reinstating the domain during the Grace Period

During the 40 days following the expiry date (Grace Period) you can reinstate the domain name simply by renewing it. If you renew the domain name during this period, the original nameservers are restored (unless you have enabled Parked Pages for that domain, in which case, the Parked Page is displayed). The cost is the standard renewal rate that is normally charged to renew a domain name.

During this period, the domain name may be listed by OpenSRS for auction, but the name can be removed from the auction listings if you renew the domain name.

During this initial period if a third party wants to buy your domain name, they need to contact you first.

Day -40 to day -70: Domain not renewed during Grace Period, but is within Redemption Period

After the 40 day Grace Period, if the domain name has not been renewed, it may be queued for deletion and eventually dropped or auctioned off, or OpenSRS may decide to add it to their portfolio of Domains that are for sale globally. If it is added to their portfolio, the domain name then enters a 30 day Redemption Period.

During this period, if the domain name is not in the Live Auction, the domain name is still considered to be owned by the registrant. The WHOIS information displays a Contact Privacy address. If a third party wants to purchase the domain name, they need to contact the you; however, the domain name cannot change ownership during this period. You would have to redeem the domain name first before you can sell it.

Important: Once the domain name is queued to enter the Live Auction, you cannot redeem it.

For more information please visit OpenSRS https://opensrs.com/docs/opensrsrwi/expired_domains.htm

Pulse8 Hosting reserves the right to renew any Domain and retain or re-sell 90 days after the Domain has expired.

21 DOMAIN TRANSFERS TO ANOTHER PROVIDER

At Pulse8 Hosting we prefer to retain customers by giving them the best level of service possible and as such do not charge our customers if they wish to transfer their domain names away to another provider,

21 SCRIPTING

Pulse8 Hosting are not responsible for customer programming issues other than ensuring that programming languages such as Perl, PHP and ASP are installed and functioning on the web hosting system.

22 PRIVACY

To protect your privacy we will not distribute your details to third parties, unless required to do so by law.

23 DATA TRANSFER

23.1 Web hosting accounts include a certain amount of data transfer, if you exceed this amount in any one month your account will be deactivated until you have upgraded to an account that has more data transfer included.

23.2 Web hosting accounts are prohibited from hosting file distribution websites (including but not limited to music, video and software), adult content orientated websites, hosting banners, graphics or cgi scripts for other websites, storing pages, files or data as a repository for other websites or personal computers, giving away web space under a domain, sub domain or directory.

24 SERVER USAGE

Should your account use more than 5% of the servers processing power and as a result have a detrimental effect on other customers we will discuss with you alternative solutions for your hosting requirements.

25 AFFILIATE PROGRAMME

Commission earned via the affiliate programme will only be paid by using a valid direct debit/credit mandate on your account. It is the customer's responsibility to ensure they have this facility. In the event of the customer not being able to obtain this facility then no commission will be paid.

26 EMAIL NEWSLETTER

Pulse8 Hosting communicates with its customers via email and as such you agree to receive by email our regular newsletter which contains amongst other things changes to our terms and conditions, notification of major outages, updates to our products & features and special offers.

27 WEBSITE USAGE

Unlimited web space is available for genuine web site content, content must be linked into web pages. Customers are prohibited from using the server as a file/backup repository. Customers are expected to employ good housekeeping when maintaining their account.

28 MAIL BOXES

Mail boxes not accessed for 100 days or more will be deleted from the system.

29 CUSTOMER SERVICE

For general issues please call 0800 0428888 or email hosting@pulse8comms.co.uk which is monitored during working hours (Monday to Friday 8:30am – 5:30pm), whilst this email is not a 24 hour service it is frequently monitored out of hours and during weekends. We will aim to respond to all points of contact within 1 business day and aim to resolve any issues within 5 business days.

If you wish to raise a complaint about email abuse (Phishing scams, spam emails etc.) please call 0800 0428888 (option 1) or email hosting@pulse8comms.co.uk with as much information as possible and we will do our best to look into it for you. Whilst this email is not a 24 hour service it is frequently monitored out of hours and during weekends.

30 COMPLAINTS AND ESCALATIONS PROCESS

At Pulse8 Hosting we like to think we get it right all the time, every time but the truth of it is everyone gets it wrong from time to time. We can only improve on our services with valid feedback from you, our customers. If you wish to make a complaint about a service you have received, please submit an email to us at

accounts@pulse8comms.co.uk including as much detail about the issue you have. We will acknowledge your complaint within 1 business day and aim to resolve any issues within 5 business days.

If you are not happy with the initial outcome of your complaint, then please feel free to escalate your issue to Nominet (the .uk registry) here: <http://www.nominet.org.uk/disputes/complaining-about-registrar/complaints-procedure>

T&C's for registrants including Nominets domain name registration T&C's: <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>