



## TERMS & CONDITIONS

The following terms and conditions form the basis of your contract with Cetechuk so please take the time to read and understand them.

### **Who this affects**

If you order services from Cetechuk you agree to be bound by these terms and conditions.

### **How to agree to these terms and conditions**

During the ordering process with Cetechuk, you were asked to read and agree to these terms and conditions. By agreeing to take hosting with Cetechuk, you signify your agreement to these terms and conditions.

### **If you do not agree to these terms & conditions**

Please request that we cancel your hosting

### **Why these terms and conditions?**

Cetechuk provides services to other customers. We have a responsibility to protect our services from the adverse effects of other peoples' activities. We also have a responsibility to ensure that our customers' web sites and email services are available for them to use. This means that we need to limit customers' activities to those which allow us to run a reliable and safe hosting service.

### **Arbitration**

Cetechuk will be the sole arbiter as to what constitutes a violation of the provisions described in this document.

### **Length of contract**

Your contract runs for 12 month from the date you first agreed to take hosting with us. Details of how to cancel your contract with us can be found below.

### **Server abuse**

Any attempt to undermine or cause harm to a server, or customer, of Cetechuk is strictly prohibited. Offenders will be prosecuted to the fullest extent of the law.

All services provided by Cetechuk may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United Kingdom, or any International laws is prohibited.

## **Acceptable Usage Policy**

The followings words and phrases have the following meanings:

Package Resources: The server resources that we shall allocate to you on acceptance of your hosting request.

1. You agree that you shall:

1.1. Immediately inform us if you become aware of any unauthorised use of the Package Resources;

1.2 Not use the Package Resources, or allow others to do so, for any unlawful activity or activity that in our opinion may harm us or bring us into disrepute, including the storage or distribution of:

1.2.1 copyrighted material.

1.2.2 MP3 files containing copyright music (unless you created the music yourself and own the copyright)

1.2.3 material we judge to be threatening or obscene.

1.2.4 material protected by trade secret and other statute.

1.2.5 pornography, including sites that links to such content.

1.2.6 sex-related merchandising, including sex toys and sites that links to such content.

1.2.7 escort services or anything related to prostitution.

1.2.8 pirated software (warez).

1.2.9 hacker programs or archives, including sites that links to such content.

1.2.10 hate propaganda.

1.2.11 products designed to defraud others, e.g. satellite hacking equipment.

1.2.12 content that may be damaging to our servers or any other server on the internet.

1.2.13 Web sites promoted by spam or involved in spamming or selling spam related software or bulk email lists.

1.2.14 IRC or IRC bots.

1.2.15 promotion of illegal activities.

1.2.16 Links to, frames or displays of any of the items listed in clauses 1.2.1 to 1.2.15.

1.3. Not copy the Software, except as is necessary for internal, archiving purposes;

1.4. Not reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software except as permitted by law;

1.5. Not sell, lease, license, transfer or sub-license the Software or associated documentation; or

1.6. Write or develop any derivative or other software programs based, in whole or in part upon the Software or any of our Confidential Information.

1. Ensure that you comply with your obligations under the Data Protection Act 1998 and under UK law;

- 1.8. Be entirely responsible and liable for all activities conducted on the Package Resources;
  - 1.9. Not use the Package Resources as security for any loan, or allow it to become subject to any similar third party rights;
  - 1.10. Comply with any announcements that we post on the announcement system on our secure website, and check the announcements and notices posted on our secure website regularly (including our list of prohibited applications and scripts).
2. Not give any third party any rights of physical access to the Data Centre without our prior written consent.

If you are unsure whether or not your site falls into these categories please contact us to discuss your proposed content before you sign up for an account or publish material.

### **The content of your emails**

Spam is "Unsolicited junk e-mail sent to large numbers of people to promote products or services". We have a zero tolerance policy towards spam and we monitor our mail servers to ensure they are not being used for spamming. If we allowed customers to spam then our mail servers would be blacklisted and none of our customers would be able to send and receive mail.

It is in all customers interests that we do not allow spam.

We do not allow:

- The sending of spam through our servers.
- Sending out spam through another providers mail server which includes links to web pages or email addresses hosted on our servers.
- Web sites promoted by spam or involved in spamming or selling spam related software or bulk email lists.

As required by our upstream providers, any sites using spam or selling of spam related software or bulk email content will be closed.

If you undertake spamming activities, we will be able to see you doing it. Your account will be terminated and you will not get a refund. If you run a mailing list all the people you mail must have opted into the list. The list must not have been obtained from a third party. Your list server must use a system where an email is sent to the user when they sign up and they have to reply or click on a link to confirm their email address. This is known as "double opt in". You must action all unsubscribe requests within 24 hours.

If we receive a spam complaint about your account we will.

- Suspend your account to prevent any further violations.
- Contact you to inform you of our reinstatement policy (see below).
- Either reactivate the account or terminate it depending on your response.

## **Bulk email**

We understand that bulk email is an important mechanism for keeping people informed. However, spamming (unsolicited advertising), from the Cetechuk network, or spamvertising (unsolicited advertising of) sites hosted on the Cetechuk network is totally prohibited.

We do allow the use of email mailing lists though there are some conditions in place as set out below. Operating mailing lists using a basic home made script or a non mailing list application (eg forum application 'Email All' feature) are not recommended due to the lack of options and flexibility with these methods.

Anyone operating a mailing list should first pay careful attention to the rules set out below (those marked with an asterisk are requirements meaning that mailing lists not abiding with the points marked with an asterisk will not be permitted).

### **NO SPAM \***

It goes without saying that our servers are not to be used to send spam email (unsolicited bulk email).

### **NO Safelists or Purchased lists \***

We do not allow 'safe lists' or other similar schemes whereby advertisers trade email contacts. In addition to this, the vast majority of email address lists available for sale on the internet as 'legitimate opt-in lists of contacts who have agreed to be sent advertising emails' are fake and will lead to large numbers of spam reports so we do not allow the use of these purchased lists - all addresses on a mailing list must agree to be sent emails specifically with the website sending the emails.

### **MUST BE Double Opt-In \***

An opt-in method of list subscription is where the subscriber asks to be put on the list by, for example, entering their email address in a website form to become subscribed.

We require that list administrators employ double opt-in methods whereby the subscriber has to authorise being added to the list after submitting their email address. This usually takes the form of an automated email being sent to the address submitted where a link needs to be clicked to confirm the subscription.

Not only does this get extra confirmation from the client, it also ensures that the email address is valid (avoiding problems with email bounces when sending to the list) and also that the email address is owned by the person subscribing (avoiding problems with people entering addresses not owned by them on website forms).

List administrators are also asked to keep evidence/logs of the date and method that subscribers agreed to be included in the mailing list.

### **MUST CONTAIN Unsubscribe Instructions \***

All emails sent to the mailing list must contain clear instructions for unsubscription, ie not tiny text or otherwise hidden away within the email content . At a minimum, subscribers should be able to unsubscribe at any time by emailing to request this with unsubscription requests processed in a timely fashion.

We strongly recommend that list administrators implement an automated weblink unsubscription whereby all mailings contain a "click here to unsubscribe" link which will allow the user to be removed from the list in one click with no human intervention. This will also allow us to process unsubscriptions if any subscribers send in spam complaints and be more reliable as most do not feel comfortable replying to an email they consider as unwanted.

We do not force list administrators to use a weblink method of unsubscription but should any list generate regular spam complaints we do reserve the right to insist on this method of unsubscription for future mailings on our server.

### **MUST BE Single Opt-Out \***

We ask that those operating mailing lists allow unsubscriptions (opt-out's) with no email confirmation or other additional tasks required by those unsubscribing. If a subscriber clicks the unsubscribe link or request unsubscription their email address should then be removed from the database with no email confirmation or other tasks required.

### **NO Mailing List only hosting \***

Mailing lists in use which send mailings primarily advertising/promoting a website not hosted with us are not permitted.

We offer the feature of being able to operate mailing lists as an addon service to our primary service of website hosting so if a website is hosted with a different web host we will not be able to permit the hosting of a mailing list for that website and we recommend that the same hosting company who hosts the website is also used to host the mailing list.

#### Reasons for email

We recommend that all mailings contain clear information detailing who the email is from and why the subscriber is being sent it (eg because the subscriber asked to be kept informed via the list).

Also, in order to help greatly if spam complaints do occur, we ask that the subscribers email address is included as text somewhere within the email so we know who the complaint is from and can be put in the email headers, within the content or embedded within the unsubscribe link (preferred method) or elsewhere in the email. This is because most blacklist notifications remove the senders email address which prevents us from knowing which email address needs to be removed from the database.

## Example

An example of a mailing list email which complies with the above requirements is shown below:

Joe Bloggs,

-----  
This email is being sent to you (email@address.com) because you are subscribed to the 'New Products' mailing list operated by The Online Clothing Company after submitting the subscription form on our website (<http://www.clothingcompany.com>) and verified the email address.

If you wish to unsubscribe, please click here:  
<http://www.clothingcompany.com/listunsubscribe.php?email=email@address.com>

-----  
\*\* mailing list email content here \*\*

-----  
The operator of this mailing list can be contacted as shown below:

The Online Clothing Company, Address, Phone Number

If you wish to unsubscribe from future mailings, please click here:  
<http://www.clothingcompany.com/listunsubscribe.php?email=email@address.com>

To alter your subscription options please click here:  
<http://www.clothingcompany.com/listoptions.php?email=email@address.com>  
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The guidelines above should result in no (or very few) problems relating to spam reports being sent by receivers of email they consider as spam which by law we are required to investigate with utmost urgency. Despite the above we maintain the right to suspend or impose additional requirements on any mailing list which generates a large number of abuse complaints in order to keep the server from being blacklisted and causing email problems for all other clients.

Please make an effort to limit outgoing mail on your account to no more than 1000 mailings per hour. Large mailings are preferred to be sent from the hours of 2AM - 7AM.

## **Email SPAM / abuse reinstatement policy**

If an account has been suspended for spam or abuse it will only be reinstated if the customer sends a "reinstatement request" to us by email.

The reinstatement request must, in the customers own words, explain:

- Why the SPAM incident or other abuse incident occurred.
- If applicable, display understanding of why mass mailing is forbidden.
- Assure us that the incident will not occur again.

Cetechuk will be the sole arbiter in making a decision as to whether or not the account should be reinstated. In making a decision we shall take into consideration:

- The authenticity of the reinstatement request (is it really from the owner of the account which it purports to be).
- The nature of the response and the understanding and commitment exhibited therein.
- The history of abuse on that domain.
- To the extent known, the history of abuse by that customer across different domains.

Communication of the decision will be sent to the email from which the customers reinstatement request was sent.

## **Protecting server resources**

Our server has a limited amount of processing power and memory. You may not:

- Provide hosting for third parties.
- Link to cgi scripts running on your account from other domains (e.g. banner exchanges).
- Send more than 1000 emails in any hour.

We do not allow clients to install their own cgi or php chat rooms. These tend to be a large drain on system resources and we cannot allow it as an account option.

We allow you to run programs to run continually in the background (cron jobs). However, these must not overload the server or affect other users sites.

## **Specific programs/scripts not permitted.**

We do not permit the use of :

- The webmail part of PHP nuke or any of its derivative software as this allows anyone to send out email and will be abused by spammers.
- Formmail.pl from Matts Script archive.
- Formmail.php.
- IRC Egg Drops & Related Programs
- The Anonymizer
- UltimateBBS (all versions)
- Ikonboard (all versions)

- YaBB & YaBB SE (all versions)
- Proxy Servers / Proxy Scripts
- Soap Mailers
- Any chat scripts
- Any script using large flat file databases

### **Telnet / SSH / shell access**

Cetechuk does not provide SSH / Shell or Telnet access. Customers are not permitted to run CGI or PHP shell emulation programs.

### **Bandwidth usage**

Each hosting plan we provide has a set amount of bandwidth available per month. We monitor this usage and if your site goes over the limit it will be suspended. If you do not wish to wait until the next month you can upgrade your hosting plan to one with more bandwidth. If you are concerned about going over your limit you should check your bandwidth usage in the control panel in the middle of the month and contact us if you think you will go over.

### **DNS**

All customers must change their domain names' DNS servers to Cetechuk's. We do not permit customers to use external DNS management tools because of the likelihood of failure if we change an IP address. If you decide to use an external DNS service then you agree to absolve Cetechuk of all liability should your site fail due to DNS errors or the IP address changing at a later date.

All IP addresses remain the property of Cetechuk or its upstream providers and are provided according to ARIN and RIPE rules and only when required for technical reasons.

### **Refunds**

Cancellation Refunds: We DO NOT refund partial monthly or annual hosting fees for accounts cancelled. For example, if you cancel an annual account after 6 months you will not get a refund of 6 months hosting fees.

### **Account Cancellations**

By ordering services from us you agree to abide by these cancellation procedures. Before we cancel an account we need to make sure it really is the site owner requesting the cancellation. Accounts will be closed the same day, we do not schedule closures for the end of the current months hosting. Accounts are only be considered cancelled once we have conformed by e-mail that we have cancelled it for you. If you have not received conformation from us it means your account is still open and you will be billed for all services provided until we have given such confirmation. Cetechuk will not be held liable for the non arrival of your request to cancel an account. It is your responsibility to ensure that you have received confirmation of the account closure from us. When an account is cancelled, all of its files are deleted and are not recoverable.

## **Extent of service**

The service provided under this contract is the one listed on our web site on the day you ordered the service. For description purposes terms like PHP, Perl and MySQL refer to the versions of PHP, Perl and MySQL installed at the time you ordered. Although we regularly update these with security patches no commitment to upgrading to newer versions is intended or implied. The reasons for this are that some customers sites would not work with newer versions therefore upgrading to suit another customer's requirements could stop their site from working, and it may cause problems with some of our preinstalled scripts and software.

Cetechuk will not be held liable for any loss or damage caused by your inability to use the services (just as a car manufacturer could not be held liable for you being unable to drive).

## **Data integrity and backups**

We will endeavour to keep backups of your data in order to restore the server if we have a disk failure. However, we provide no guarantee that we will be able to do so. It is in your own interests to keep a copy of your web site backed up on your own computer. You can do this by simply uploading changes from a copy you hold or by using the backup tool provided with your control panel. If you have an accident with your site we will do our best to help, but we may not be able to restore your files for you. It is impossible to have too many backups. Keeping a local copy at your location is the best way to protect your data.

## **Virus Scanning**

We will scan your incoming mail for viruses and reject any email which appears to contain one. We will update our virus definitions regularly. However, we cannot guarantee to remove all viruses all of the time. For example, viruses hidden within certain types of attachment may not be detected. Viruses in emails forwarded from other domains may not trigger the virus scan as it goes through our mail transport agent. You should still have an anti virus program running on your own computer because it can check your whole system, not just your emails. Cetechuk will not be held liable for any damage caused by viruses received through emails received via our servers.

## **Controlling Incoming Spam**

We provide tools to help you control spam on some of our accounts. These include Spam Assassin. We also use OCR technology to detect image spam. Cetechuk can not be held liable for spam received in your account but there are a number of things you can do to prevent it being received.

The main reasons for people receiving spam are:

- \* They have published their email address on a web site or signed a guest book where it has been harvested (if this happens to you then try and remove the email address from the web to prevent it being harvested again).

- \* They are using the default (catch all) email account and spammers are sending to things like webmaster@ and postmaster@ (if this is happening then set up a

separate email account and set the default account to forward to :fail: which will reduce your level of incoming spam.

### **Passwords**

We will provide you with a username and password for accessing your account. If you lose your password we can resend it to your registered email address. If your email address has changed you will need to supply proof of your identity before we will provide the password. The reason for this is that a large percentage of password requests we receive are from people trying to gain unauthorised access to customers accounts. It is in your interests that we verify your identity before issuing a password.

### **Domain name registration**

Domain name registration fees are not refundable because the registries will not refund us. It is the customers responsibility to ensure that all names are spelled correctly prior to ordering domain names.

### **Change of domain names**

Domain names cannot be changed once they are registered. This is because the domain registries will not refund us once a domain name is registered. We can change the domain name associated with your hosting account but you will need to register the new domain name first. Changing the domain name may require your account to be deleted and it may cause disruption to your web site. The old domain name will stop working. We reserve the right not to allow domain changes.

### **Indemnification**

By ordering services from us you agree to indemnify and hold harmless Cetechuk from any claims resulting from the use of the service which damages the subscriber or any other party.

### **Limitation of liability**

Your use of Cetechuk services are at your sole risk. All Cetechuk services are provided on an "AS IS" basis WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, CONSTRUCTIVE, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply to you in full.

Cetechuk makes no guarantee of availability of service and reserves the right to change, withdraw, suspend, or discontinue any functionality or feature of the Cetechuk service. IN NO EVENT WILL CETECHUK BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR

INABILITY TO USE CETECHUK'S SERVICES OR ANY CONTENT THEREON. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY, WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, CAUSED BY ANY FAILURE OF PERFORMANCE; ERROR; OMISSION; INTERRUPTION; DELETION; DEFECT; DELAY IN OPERATION OR TRANSMISSION; COMPUTER VIRUS; FILE CORRUPTION; COMMUNICATION-LINE FAILURE; NETWORK OR SYSTEM OUTAGE; OR THEFT, DESTRUCTION, UNAUTHORISED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD.

The formation, construction and interpretation of this agreement shall be controlled by the laws of England. The U.N. Convention of Contracts for the International Sale of Goods is expressly excluded from any interpretation of this Agreement.

### **Legal jurisdiction**

These terms and conditions are exclusively governed by English law and by ordering services from Cetechuk you submit to the exclusive jurisdiction of the English courts.

### **Insurance**

We will do our best to keep the service running reliably but we will not be held responsible for any losses you incur through your use of it. If you are in business you should ensure you have adequate business insurance and we recommend you contact an insurance broker.

### **Changes to these terms and conditions**

Cetechuk reserves the right to change or amend these terms & conditions at any time without prior notice.