

Speednames Email Service Terms and Conditions

These terms and conditions together with the general Speednames Terms and Conditions constitute the terms of the Email Services as provided by Speednames.

1. Licence

In accepting the Customer's application to subscribe to the Email Services, Speednames grants the Customer a non exclusive, non transferable, royalty free and restricted licence to use the requested services package, as published on the website at the time such services are purchased.

2. Provision of Services

2.1 The facilities and services provided within the Services will be defined by the description of the services applied for by the Customer on the Website at the time of the application, including but not limited to the specification of the storage space and data transfer that will be made available. If the storage or data transfer limits are exceeded, it will be necessary for the Customer to upgrade the Services or purchase additional storage and/or data transfer as required.

2.2 Whilst Speednames undertakes to use reasonable endeavours to provide the Services promptly following the Customer's application, it is possible that restrictions in the availability of resources may lead to a delay.

2.3 Whilst Speednames undertakes to use reasonable endeavours to maintain an acceptable level of security, it cannot give any guarantee regarding the security of material hosted on the Speednames Server or Customer Server.

2.4 Whilst Speednames undertakes to use reasonable endeavours in the provision of the Services, it does not guarantee that provision of the Services will be error free or uninterrupted.

2.5 Speednames may from time to time have to suspend the Services for repair, maintenance or improvement and in such circumstances Speednames undertakes to notify the Customer as far in advance as possible and to endeavour to keep the period of suspension to the minimum length of time necessary to carry out such works.

2.6 In light of clauses 2.3, 2.4 and 2.5 above the Customer accepts that the Services are not intended to be used in circumstances where fail safe performance is required.

2.7 Speednames reserves the right to suspend or modify the Services if the Customer's continued use of the Services is determined, at Speednames's sole discretion, to be detrimental to the running of any Speednames Server or to the use of the Services by any other Customer.

2.8 Speednames reserves the right to terminate the Contract for the provision of Services at any time. If Speednames exercises this right for any reason other than as described elsewhere in these Conditions, Speednames will give 30 days notice of termination and will refund the Fees.

2.9 Speednames reserves the right to monitor the Customer Site, the Speednames Server and the Customer Server and the Customer's use of the Email Services and shall be entitled at all times and without notice to refuse to host any material and/or to suspend availability of the Customer Site or other Hosting Services and/or to remove any material which Speednames in its sole discretion believes contravenes any of the warranties in clause 3 below or otherwise harms Speednames.

2.10 Where Speednames proposes to take action pursuant to clause 2.9 above it shall notify the Customer of its action as soon as possible.

2.11 Speednames's rights to suspend availability of the Email Services and/or remove material is without prejudice to the Customer's sole responsibility for the content of the Customer Site or other Hosting Services and to the warranties given by the Customer under clause 3 below.

2.12 The Customer acknowledges that the provision of the Customer email account does not amount to Speednames's approval of the Customer's use of email or the Speednames Server and shall not under any circumstances constitute a waiver of any of Speednames's rights or the Customer's obligations under this Agreement.

2.13 On termination of the Contract, howsoever arising, Speednames shall be entitled to immediately stop access to and to remove all material from the email account and also to post an appropriate notice regarding the lack of availability of the email account

2.14 Unless the Customer has purchased the Back-up Services, the Customer shall be solely responsible for making and maintaining its own back ups of any material on the email account and acknowledges that Speednames cannot be held responsible for the consequences of any loss of such material.

2.15 In relation to the use of email aliases and sub-domains:

2.15.1 If the Customer applies to use an email alias or sub domain attached to a domain not owned by the Customer, Speednames cannot guarantee that the desired alias or sub domain will be available;

2.15.2 If the Customer applies to use an email alias or sub domain attached to a domain not owned by the Customer, Speednames cannot guarantee that the selected domain will continue to be available beyond the initial term of the Email Services applied for.

3 Customer Warranties

The Customer warrants, represents and undertakes:

3.1 that any email sent through the Customer email account is not offensive, abusive, indecent, defamatory, obscene, menacing, in breach of confidence, and/or does not infringe the Intellectual Property Rights of any third party or contain a virus or other hostile code or constitute or encourage a criminal offence;

3.2 that it will not nor will it permit or authorise any other party to use the Speednames Server in breach of any law or regulation;

3.3 that it will not nor will it permit or authorise any other party to use the Speednames Server any way which is or may be detrimental to Speednames;

3.2 to abide by any limitations imposed by Speednames and to keep secure any confidential information provided by Speednames including any passwords to use the the Email Services;

4 Cancellation

4.1 If the Customer is acting as a consumer and not as a business in submitting an Order for any Services, not including Domain Name Services then, pursuant to the Regulations, the Customer may, for a period of seven working days commencing with the day following Speednames's acceptance of the Order, cancel the Contract by giving notice in accordance with the general Speednames Terms and Conditions and upon cancellation the Customer shall receive a refund of any Fees paid in relation to the Order in question or a credit against any future Order.

4.2 The Customer accepts that any use of the Services by the Customer will amount to a waiver by the Customer of its right to cancel the Contract under clause 4.1 above.

5 Acceptable Use Policy (AUP)

Investigation and suspension

In the event that the Customer uses Speednames's Services for any purpose deemed irresponsible or otherwise inappropriate, Speednames reserves the right to suspend the Services during investigation of the Customer's usage in consultation with the Customer. Should investigation determine that the Services have been used irresponsibly or otherwise inappropriately, Speednames reserves the right to terminate the Customer's account with immediate effect. Wherever possible, the Customer will be notified in advance of any termination. It should be noted that attempting to breach security may lead to prosecution under the Computer Misuse Act 1990 or any other relevant criminal legislation. Attempts to circumvent copy protection technology and encryption are equally likely to be illegal under the

Copyright Designs and Patents Act 1988 (as amended).

Customer's right to access Speednames's network

The Customer shall not obtain or attempt to obtain access, through any means, to areas of Speednames's network or the Services which are identified as restricted or confidential.

Data back-up and use of bandwidth

It remains the Customer's sole responsibility to suitably back up any data on the website. Speednames does not impose quotas for data transfer on new Shared Hosting (Linux Beginner, Linux Advanced and Linux Professional products). The Customer shall not be entitled to use high volumes of bandwidth without the prior written consent of Speednames. Speednames reserves the right to impose charges for high usage.

6 Amendment

Speednames may from time to time amend the Conditions and any such amendment will be displayed at least one month prior to the implementation of the amendment. If the Customer is a consumer it may end this Agreement by written notice at any time up to the date on which the amendment comes into force. Should the Customer place an Order or continue to use the Services following implementation of an amendment it will be deemed to have accepted the amendment.