

# SISERONE

## for everything online

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### Terms and Conditions

#### How we work:

We (Siserone Ltd) try to avoid "the small print" to as great an extent as we can. Our basic attitude is that we aim to treat all our customers in an open, honest and fair way; and we hope all our customers will treat us in the same way too.

We do not tie you (the customer) in to any contract period. If you want to use someone else's services you are free to do so without any penalties or prior notice periods, providing any outstanding money owed to us has been settled.

We never sell or pass on any of our customers' details to any third parties.

#### Contacting us:

We believe it is better for our customers to have named contacts here at Siserone that you get to know over time, and in turn who know you, rather than implement a system whereby the 'phone is always answered, but not necessarily by someone you are familiar with. As a consequence, because we cannot be here all the time, sometimes you may get an answerphone or answering service when you call us. We always try to reply to messages as quickly as we can - where possible on the same day or, failing that, generally the first thing the next (working) day. The same applies to emails. If we know in advance that we are going to be unable to meet these deadlines for any reason, then we endeavour to tell our customers that this is going to be the case.

Our normal working hours are 9.30 - 5.30, Monday to Friday, but we're quite often around at other times too. We don't mind if you want to try calling out of hours as long as you don't mind if you don't always get an answer!

#### Costs:

We do not believe in any hidden costs. Indeed, if we can help you or provide a service free of charge, we will. The prices we quote you are the prices you will pay - it is as simple as that. If it turns out over time that you might need additional services that we cannot provide free of charge, we will quote you separately. In recognition of the varying circumstances and requirements of our customers, our payment terms are arranged on an individual basis.

Given the volatile nature of any business and the associated costs, we do reserve the right to raise our charges as necessary and/or alter our pricing model. However, we undertake to only do so with at least one month's prior notice.

Deposits paid in respect of site design work or, if applicable, any monthly charges paid in advance are normally not refundable should you for any reason decide not to continue to work with us. The only exception to this will be in the case of deposits where no work has commenced.

## What is the monthly charge for?

If you are paying a monthly hosting fee to us, this fee can be thought of as rent - you are in effect renting space on our servers (see below) and a bandwidth allocation - the connection between our servers and the Internet - and in this way you are allowing your site's visitors access to your site, and third parties the ability to send email to addresses associated with your domain. Thus, you are renting - as appropriate to your individual arrangement with us - your email accounts and your web site hosting requirements. You are also paying for the technical support and monitoring required to ensure the servers and your site are operating efficiently and reliably.

In our standard monthly fee we also include what we term "reasonable, minor amendments to your web site, within the design of the site itself". Thus, if you occasionally need us to change some minor details on your web site we will not charge for this work. Generally, for us to be able to operate in this way, we ask that any such changes are communicated to us electronically (i.e. via email) to remove the need for any copy-typing from printed material. We ask you to understand that this service is discretionary on our part, and if you require regular and/or major site updates we will quote separately for the work involved.

Also included in the monthly fee is a basic search engine submission service, if required. We must emphasise that this is a basic service - we do not and can not guarantee that your site will be listed by a search engine, nor do we make any promises about how high up a search engine's results a site will come if it does get listed. This basic service involves submitting your site to search engines that accept free submissions, on a monthly basis. Please note that being submitted does not equate to being listed - in our experience it can take up to six months from the first submission before a site begins to show in a search engine at all. And, as the years go by and the Internet continues to grow, so it gets ever harder to get a listing at all.

In the light of the variations in how search engines work - both from search engine to search engine and over time - we do have to say that the service we provide in this regard is also subject to change without notice.

Please also bear in mind that how the search engines operate is beyond our control. For example, if a web site is hacked and Google detects rogue files on it before we identify and remove them, Google may decide to de-list the site. All we can do in such instances is apply for a re-listing on the site owner's behalf, which may take some weeks. (A site may be hacked via any number of different routes or 'exploits'. We can endeavour to guard against them but we cannot guarantee that our defences will never be breached.)

## Size Matters!

Web sites can vary enormously in size (number of pages and composition of pages) and thus size (disc space required on the server). Our normal hosting charge covers disc space of up to 50mb. Unless you have a prior agreement with us for a greater disc allocation, that's the size you have - and, in truth, that's more than enough for the vast majority of Web sites. If you need more that's not a problem, but if you require a lot more then we will have to charge an additional fee.

If you have more than one domain name hosted with us (as active domains rather than secondary domain names set up as pointers) then we aggregate the disc space. So, two domains means you have 100mb and we don't mind if it's 60mb on one site, 40 on the other... or whatever.

As with web sites, emails vary a lot, from a few kb in size to ones that include attachments of, well, any size. On the email front, yes there are limits but they

shouldn't trouble anyone. If you opt to 'leave messages on server', then the standard limit on your mailbox is 50mb. That's an awful lot of email in the normal course of events and, obviously, if you don't leave anything on the server then this won't arise as an issue at all. The only exception will be if someone's sending you an email that's over 50mb. (And, frankly, if anyone's doing that they ain't doing you any favours!) Regarding the size of the emails you can send, if you're sending via your ISP's SMTP service, then they will probably have a limit - consult with them. If you're sending via our SMTP service, then the working limit is 12mb. That's a pretty chunky email; if you do need to send something larger then our advice is to break it into smaller files. If that's impossible and you really, really need to send huge files in one go, call us and a separate service can be set up for you.

As for the number of individual email accounts associated with your domain that you can have - the answer is as many as you want. The basic hosting charge includes up to 20 individual POP3 accounts. If you want more than that then it's not a problem, but we will have to make an additional charge - contact us for details.

Regarding bandwidth, your Web site is living on a server with a 100Mbit/s connection to the 'backbone' (the Internet as a whole). Routinely, we buy/allocate 50gb data transfer allowance per month for our main Web server, which in the general course of events means there's plenty of headroom and a lot of speed. (The average throughput is about 24gb per month.) However, in the unlikely event of a single site consuming more than 5gb per month, we reserve the right to make an extra charge of £6 per gb per month or part thereof.

#### Web site hosting and email accounts:

If we are hosting your domain and providing any associated email accounts/email forwarding, then what we are actually responsible for is making sure your Web site is available to anyone looking for it, and that any email sent to you can be received by your email account. We cannot be responsible for any problems arising that are beyond our control - for example, if you have trouble picking up email, when we can see that it has arrived at your email account. That said, we will always do our best to help you through any problems you may have that arise through a third-party.

We always do our best to make sure that the services we provide are reliable and backed-up where possible, but ultimately it needs to be acknowledged that things can go wrong - we are dealing with machines after all. We do not make any representations or guarantees about server reliability, speed or consistency. If things do go wrong we do our best to put them right as quickly as possible, but we do have to say that we cannot be held liable in any way for any loss or damage you or your business may suffer through the use of services we provide or your inability to use them. We ask you to understand that the Internet can be volatile and no one can guarantee your site will always be available to everyone or that your email accounts will work 100% of the time.

The content of your Web site is your responsibility. All the data on it must be legal under all the applicable laws. We are not responsible for ensuring its legality - you are! We reserve the right to remove, without consultation or any liability towards you, the client, on our part, any site that is the subject of a legal challenge of any description. Included within 'the content of your site' is any mailing lists you may operate. See below for our policy on 'spam'.

## Technical Infrastructure:

There is a considerable technical infrastructure behind a domain name, a web site and its associated email accounts. We have our own dedicated web server (rather than a cheaper, shared option). Our aim is to provide you with a service that does your business justice, a service that is as close as you are going to get to the kind of dedicated server network that the 'big boys' have, without the several hundreds of pounds per month expense.

We achieve this by using third-party server/network managers who are responsible for all the technical infrastructure deployed on our behalf / on behalf of our customers. (And they, in turn, inevitably make use of further third-party service providers.)

We have opted to work with a privately owned company for this side of our business as we believe this is the best way to achieve the kind of quality levels we want. We have worked with our server/network managers for many years now and have confidence in their future plans and ongoing reliability.

That said, we do have to say that we are in no way liable for any failures to our service and/or the technical infrastructure that we and our customers rely on, that come about through the fault or failure of our server/network managers (or, in turn, the third parties they rely on). Nor can we be liable for any losses that may subsequently arise from a loss of service. The reality is that all Internet-based services are reliant on a complicated inter-relationship of several different service providers, and as much as we all endeavour to ensure that the people we are working with are reliable and sound, we cannot guarantee it.

## Email - General:

Our email service is heavily policed by our server/network managers to prevent people bouncing spam off it. By protecting our network, we protect our customers.

## Dormant or abused email accounts:

Email accounts are often set up, used for a while and then left dormant. Over time, they can then become full of junk mail. In the interests of good server 'housekeeping' we reserve the right to remove any email account that has not been logged into via POP3 for more than 6 months. We also reserve the right to temporarily suspend access to an email account if we suspect our mail resources are being abused in any way.

## E-mail and other types of Internet-based message distribution

Siserone Ltd has zero tolerance for Unsolicited Commercial Email (UCE) that is in any way associated with Siserone, its clients, or any of its client's associates. Customers are prohibited in anyway whatsoever from using UCE as a means of advertising data or services to distribute such materials. Please review the information at <http://spam.abuse.net> for more information on what constitutes UCE, or 'spam.'

Infringements of our UCE policy can result in any one of the following:

- A warning from us, via E-mail or telephone.
- Removal of DNS for the advertised and/or originating site.
- Temporary shutdown of the server and/or a block on outgoing mail.
- Permanent disconnection of service.

Infringements of this policy include, but are not limited to:

- Attempting to transmit an e-mail via Siserone's services from a domain name that is not known on the Siserone network.
- Sending mail to users who have not specifically requested to receive such mail, including opt-out mailing lists.
- Sending, being involved in sending, or employing a third party to send mail which advertises or mentions a site hosted by Siserone to users that have not specifically requested this mail.
- Forging of message headers to mask the originator of the message.
- Harassment, whether through language, frequency, or size of messages, is prohibited.

### Web site design:

If we are designing a single-version Web site for you, we will always try to ensure that it is accessible to as many people as possible. We try to keep abreast of what amounts to the current "standard" for the "average" user and design our Web sites accordingly. However, please bear in mind that there are a lot of different Web browsers, software operating systems and system permutations around that will inevitably mean that any single-version Web site that works on one set-up will not work so well (or even may not work at all) on another. We always design Web sites in consultation with our customers and we make the site available for you to preview in a private area during the design process. In this way, we try to ensure that the Web site design fits in with your business image and how you want it to look.

As noted in the section about hosting above, the content of your Web site is your responsibility. We take the view that you are legally responsible for any material you provide to us for your Web site.

Once a site design is finished and made live, we consider your Web site to be yours. That is to say, we make no claim to the copyright of a site we design on behalf of a client using the client's content. Where we are providing the content or elements of it, copyright may reside with us for those elements; please contact us if you have any specific concerns on this front. Of course, many aspects of a site will be non-exclusive - e.g. there will be aspects of the coding, scripts etc that can be found on other sites. Any copyright can only relate to exclusive elements.

### Domain names:

If we register or transfer-in a domain on your behalf, then it will be registered (if applicable) with the name and address you give us as the domain owner, with Siserone Ltd or our agent as the administrative contact and with Siserone Ltd (or our agent) down as the technical contact. Any costs that arise out of transferring a domain to us are your responsibility. If, for any reason, you want to transfer a domain away from us, we do not charge for implementing the change. However, if any costs arise in connection with transferring the administrative or technical contacts, they will be your responsibility.

By confirming that you wish us to register or transfer-in a domain, you are also confirming that you have the right to use that domain name and Siserone Ltd (and/or its agents) is indemnified against any costs, claims, liabilities, actions and expenses arising directly or indirectly through your choice and use of domain name.

Domain names and domain renewals are carried out by us for our clients through third parties - a domain registration agent and the various domain registrars themselves. While we endeavour to ensure that domain registrations and renewals are enacted properly and in a timely fashion, we cannot be held responsible for any errors that arise in this connection through no fault of Siserone Ltd, nor for any losses that subsequently may be incurred.

## Security:

We try to ensure that any Internet-related services we provide are secure, but we cannot guarantee this. Normal (unencrypted) email cannot be guaranteed to be secure and we advise against using email for any sensitive purpose. Similarly, we will do our best to ensure your Web site is secure, but we cannot guarantee this. You, the account holder, are wholly responsible for the actions of any account users.

In the event of an attack on a Web site we host, or on any email account associated with a domain that we host, we reserve the right to take any action we consider necessary to return server operations to normal.

Where we have given you ftp access to your site, your site's security becomes your responsibility and we are in no way responsible for any lost or altered data arising, or any subsequent consequences.

If we are not responsible for the design of your web site, but elements of the site's design are hampering the operation of the server as a whole, we reserve the right to suspend the site until the problem has been resolved by you / your agent. This suspension may be without any prior notice if necessary.

## Unpaid accounts:

We do try to be flexible and reasonable about any money our customers owe us and if you are having any problems in meeting your bills we will always try to come to some agreement. What we do ask is that you please tell us as quickly as you can if you are having trouble on this front. However, if we are unable to come to an agreement about any outstanding bills, after a period of notice we reserve the right to take down your Web site and close any associated email accounts. Should you wish to re-instate services at a later date there will be a re-instatement fee, to be set at the time, and this process can take up to three working days. Web sites and email addresses closed for this reason are also replaced with notices/autoresponders informing visitors/correspondents that the facilities have been closed due to bad debt.

## Disclaimer:

The use of any services provided by Siserone Ltd is at your sole risk, and our services are provided on an "as is" basis. Neither Siserone Ltd nor anyone else involved in the provision of services through Siserone Ltd shall be liable for any direct, indirect, incidental or consequential damages arising out of the use of our services or of the inability to use our services. You agree to indemnify us against any loss, damage or cost which Siserone Ltd may incur or become liable for, arising from your use of any of our services. The provisions of this paragraph are applicable beyond the termination of any agreement with Siserone Ltd.

We reserve the right to refuse or terminate any service we provide to any company or individual for any reason. We are not liable for any loss or damages resulting from such termination. Using our services indicates that you accept the terms above.

Siserone Ltd reserves the right to change these terms and conditions at any time by posting changes online. Your continued use of our services shall be taken to be continued acceptance of these terms and conditions.