



TERMS OF SERVICE

Strong Tower Consultancy

STC

DOCUMENT CONTROL

DOCUMENT	STC TERMS OF AGREEMENT
REVISION	1.1
STATUS	LIVE
LAST REVISED	25/11/2010
DOCUMENT OWNER	

INTRODUCTION

This policy has been carefully stated out by Strong Tower Consultancy Ltd (otherwise referred to as STC in this document) and it represents the Terms of Service. It covers and supersedes any other discussion whether oral or written. This policy defines the agreement all clients accept when they sign up for services with STC. STC reserves the right to review or amend some parts or all of this policy without prior notice to clients. However, a copy of the amended policy will be sent to clients' primary email with STC. Such changes will also be published on STC's website. It is the client's responsibility to check they are satisfied with any changes made. This policy is effective from 1st January 2011.

PLEASE READ THIS POLICY AGREEMENT CAREFULLY. BY SIGNING THE STC CONTRACT/ ORDER FORM YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING STC PRIVACY POLICY & ACCEPTABLE USAGE POLICY (PLEASE SEE THE PRIVACY SECTION ON OUR WEBSITE - www.strongtowerconsultancy.co.uk/privacy.php). YOUR USE OF THE SERVICES ALSO CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

SECURITY

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect from our clients.

Some of the information we collect such as suggested websites only give us an idea of what appeals to you and an idea of the kind of website you find useful or what you have in mind in terms of your new website. Our aim is to provide you with a fully functional, modern and professional website.

WEBSITE UPDATE REQUEST

All requests for website updates* should be forwarded to our support team by emailing support@strongtowerconsultancy.co.uk. While we make every effort to respond to all updates* by the next working day (week days), our clients are guaranteed of a response within 48 hours.

Requests that will require development work (e.g. additional features that were not specified in the Requirement Document signed at start of contract), may require more time to develop and may incur some development cost. Such task will be scoped and client duly notified of development time and cost.

**Updates are classified as textual changes that do not require structural modification to your site while Development work may include additional features or task that require structural changes to your site.*

EMAIL ACCOUNTS

STC will create email accounts for clients on request but will not take responsible for use or misuse of email accounts from point of creation.

CONTENT MANAGEMENT SYSTEM (CMS)

For clients whose site are based on a Content Management System (CMS) and who have administrative rights to the content on their website, any loss resulting in content mismanagement due to client's error shall be the sole responsibility of the client.

Neither STC nor anyone else involved in the provision of service is liable to you or any third-party for direct or indirect damages resulting from the use or non-use of services provided herein, whether or not such damages resulted from the negligence of STC, even if STC has been advised to the possibility of such damages.

LIMITATION OF LIABILITY

While every care is taken to ensure STC carries out its duties in the most satisfactory manner, in no event shall STC be liable for damages (including damages related to corruption or deletion of website contents, email data and or database contents) arising from your use or inability to use our services.

In no event shall STC's maximum liability exceed the total amount paid by you for the services we offer.

INDEMNIFICATION

Our service allows clients to maintain internet websites, maintain email accounts, and access web space via FTP to upload files for their websites where applicable. You agree to indemnify, defend, and hold STC and its directors, employees, and agents harmless

from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, dispute, or demand related to materials or information supplied to us by you, your violation of any of the provisions of this agreement, or from your placement or transmission of any materials or content onto your website. Such liabilities may include, but are not limited to, those arising from the following: (a) with respect to your business, (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the acceptable uses described herein or anti-spam policy.

DOMAIN REGISTRATION AND OTHER RELATED SERVICES

At client's request, STC may acquire a second-level domain name ("domain name"), on behalf of client. STC will not own or otherwise control any domain name registered on client's behalf. STC is also not under any obligation to secure the exact domain name a client desires and will not be responsible if a domain name required is not available or already in use by other parties.

STC provides this service as a convenience to the client and the client hereby waive any and all claims which they may have, or which may later arise, against STC for any and all damages, losses, claims, or expenses arising from or related to the acquisition, registration and/or use of the domain name. Any costs incurred by STC to obtain and/or maintain the domain name on client's behalf may be charged to the client under the provision therefore.

ACCEPTABLE USE

a) Client Content: The client agrees that web pages and files uploaded to their websites will not violate any state or foreign laws or regulations; infringe on any intellectual property rights of STC or any third party; be defamatory, slanderous or trade libellous; be threatening or harassing; be discriminatory based on gender, race, age; promote hate; or contain viruses or other computer programming defects which result in damage to STC or any third party. Unacceptable uses also include: unsolicited emailing, newsgroup spamming, child pornography, hard-core pornography or links to such sites, copyrighted MP3, illegal content, copyright infringement or trademark infringement. STC will be the sole and final arbiter as to what constitutes a violation of this policy. STC does not normally monitor the

contents of clients' emails; however, if suspicion occurs, STC reserves the right to investigate and terminate the client's subscription to the service.

- b) Excessive Resource User Policy:** Resources are defined as bandwidth, memory, and/or processor utilisation. A website is considered using "excessive amounts of resources" when it monopolizes the resources available using 1% or more of system resources for longer than 60 seconds. There are numerous situations where such problems could be caused, including, but not limited to: cgi scripts, FTP, HTTP, etc. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our resources. STC will be the sole and final arbiter as to what constitutes a violation of this policy.
- c) False Information:** The client agrees not to post false or inaccurate information to news groups in violation of the news groups rules and regulations. If any news groups or service provider contact STC concerning unethical, false, or unlawful activities by you, STC reserves the right to terminate your service without notice.
- d) Violations of Intellectual Property Rights:** The customer agrees that it shall not violate any intellectual property rights and that it shall not resell services to any party which violates intellectual property rights. Any violation of any individual or entity's intellectual property rights including rights of privacy and rights of publicity is prohibited. STC is required by law to remove or block access to content appearing on or through the services upon receipt of proper notice of copyright infringement.
- e) Obscene, Defamatory, Abusive or Threatening Language:** Use of the services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive, or threatening language is prohibited.
- f) Other Illegal Activities:** The use of the services to engage in any activities that are determined by STC, in its sole and absolute discretion, to be illegal or which in STC's opinion are likely to be found to be illegal is prohibited. Such illegal or potentially illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, password and cracking information, fraudulently charging credit cards or displaying credit card information or other private information of third parties without their consent, and failure to comply with applicable on-line privacy laws. STC will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the services.

Engaging in any activity that, in STC's sole and absolute discretion, disrupts, Interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the services, STC's business, operations, reputation, goodwill, customers and/or

customer relations, or the ability of STC's customers to effectively use the services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate this agreement.

Services Provided by STC

FEES & PAYMENTS

STC charges the following fees where applicable. All such fees are subject to change with 30 days' notice. Not all fees are applicable to all accounts.

- a) **Set-Up Fee** – This is a one-time fee that may be charged in connection with the establishment of a new account.
- b) **Service Fee** – This is the fee for your 1-year, 2-year or 3-year IT / Accounting services.
- c) **Deposit** – This is the amount you pay as deposit before work commences on your website. This forms part of the web development cost quoted in your web development proposal.
- d) **Website Maintenance Fee** – This is the fee charged to cover the cost of hosting, maintaining and updating a website.
- e) **Domain Registration Fee** – This is the fee for the registration of a domain name and is non-refundable.
- f) **Other Service Related Fees** – These are fees for additional services that you may choose to add to your account.
- g) **Change of Plans:** STC also reserves the right to alter, change, amend, or delete fees at its sole discretion. STC further reserves the right to institute new services and charge fees in association with the provision of such new services as it deems appropriate.
- h) **STC reserves the right** to offer promotional rates which may or may not be more favourable than the terms under which you entered this agreement. Any special rates shall not affect the existing rights and responsibilities of each party. STC also

reserves the right to change the rate charged for any such fee under this agreement with 30 days' notice.

- i) **Payment of Fees** - STC accepts payment by bank transfer and cheques.
- j) **Payment Obligations:** STC sends out invoices that are due every pay period. You are given fifteen (15) days to fully pay the invoice. You warrant and represent that the information you supply in the order form (or other information that STC may require) is accurate and truthful. All payment-due notices will be sent by email. No bills or invoices will be sent by postal mail or fax. If payment was not received by the due date, your account may be suspended. To have your account re-established, you will need to pay the monthly fees, plus any interest that may have accumulated at the rate of 12.35% per year. There is a £25 fee for bounced checks and a £25 processing fee for chargebacks.
- k) **Renewals:** Your account will be automatically renewed under the same time and fee structure unless you give written notice to STC sixty (60) days before the renewal date that you do not wish to renew or make changes to such term of this agreement.
- l) **Cancellation & Refunds:** Should you become dissatisfied with our web services within the first 30 days of your account activation, STC will refund your deposit subject to terms contained in this agreement. There are no refunds on setup fees, domain registrations, or for pre-paid accounts after the 30 days of account activation. You may, however, cancel your account at any time. You will need to contact our Finance team by emailing finance@strongtowerconsultancy.co.uk and verify your information before cancellation takes place. Accounts which have negative balances or fees owing will have all respective services terminated, including accounts with applicable domain registrations. Furthermore, if you have a domain that you acquired through our "free domain" promotion at the time you became a STC customer and wish to transfer this domain to another web hosting provider or domain registrar, this domain will be subject to a domain registration fee prior to the execution of the transfer process.

SUSPENSION AND TERMINATION

At the sole discretion of STC, for any reason set forth herein or in the event that you breach any terms of this agreement including but not limited to payment of fees or any violation of the acceptable use policy, STC may suspend your account by deactivating any access by you and/or by web users to any information contained on the STC servers related to your account. Suspension shall specifically include the disabling of your hosted domain and/or any access to information or data related to your account. In the

event of any such suspension, you will be notified. At the option of STC, you may be given an opportunity to correct such breach or violation. Upon being notified of an opportunity to correct such breach or violation, if such breach or violation is not corrected, the account may be terminated. Service charges will continue to accrue on suspended accounts as if they were not suspended. You will remain responsible for the payment of any such charges during any such period of suspension.

a) Termination - This agreement and all of its terms shall remain in full force and effect until it is terminated. Termination shall include the removal of any and all of your information from the STC servers. Such information or data may or may not be made available to you by STC after any such termination. This agreement may be terminated either after a period of suspension as indicated above or at the sole discretion of STC. In the event of termination, there will be no refund provided to you.

ASSIGNMENT

Your rights under this agreement may be assigned only upon prior notice and express approval by STC. Any other attempted transfer or assignment of rights hereunder shall be null and void.

You have all rights to transfer, sell, or modify your domain name to another person or individual. If you decide to sell or transfer your domain which is managed on your behalf by STC, please request for "domain name transfer instructions" by sending an email to support@strongtowerconsultancy.co.uk. We will send you the specific details and information about transfer of ownership.

AMENDMENT

STC may without advance notice amend this agreement from time to time, and will do so by posting the new agreement on the STC websites in place of the old agreement. Each and every such amendment shall become effective immediately for all pre-existing and future accounts. If any material modification to this agreement is unacceptable to the customer it shall be customer's responsibility to terminate his/her subscription. If the customer does not terminate the agreement within 10 days of the material modification, then customer's continued use will mean that customer has accepted the amended or modified agreement and the agreement is in full force and effect.

UPDATED: November, 2010

Strong Tower Consultancy