

Styleprint

Web Hosting and Domain Registration

Terms and Conditions

General Terms and Conditions

1. DEFINITIONS

"Agreement" shall refer to the agreement between Styleprint and the Customer for the provision of Services by Styleprint to the Customer;

"Bandwidth" shall refer to the rate of data transmission in bits per second, using Styleprint's hosted equipment;

"Confidential Information" shall refer to information which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary;

"Customer" shall refer to You, an individual or entity which has accepted these Terms of Service;

"Extra Features" shall refer to additional offerings, including, but not limited to, services such as Site Wizard, Matrix Statistics and Password Protection, the details of which are as shown on www.Styleprint.biz

"Fees" shall refer to the fees for the Services, the pricing of which is as shown on www.Styleprint.biz

"Intellectual Property Rights" shall refer to any and all patents, trade marks, service marks, copyright, know-how, design rights, or any other intellectual or similar rights, whether or not registrable in any country, together with all or any goodwill relating to the same;

"Services" shall mean web hosting, domain name registration, extra features and any other services provided by Styleprint, the details of which are as shown on www.Styleprint.biz

"You", "Your" and grammatical variants thereof shall mean you, any other entity which has an ownership or other beneficial interest in you, or any other entity in which you have an ownership or beneficial interest.

2. SERVER USE

2.1 Styleprint does not allow any of the following content to be stored on its servers: Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any UK legislation. Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Styleprint. Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. This also includes any sites which provide "links to" or "how to" information about such material.

3. UNLIMITED USER POLICY

3.1 High Bandwidth usage: Styleprint and its host provider offers an unlimited use policy by maintaining very large ratios of Bandwidth per customer. In rare cases, Styleprint and its host provider may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, Styleprint and its host provider reserves the right to impose the High Resource User Policy for the consideration of all customers.

4. HIGH RESOURCE USER POLICY

4.1 Resources are defined as Bandwidth, processor utilization or disk space. Styleprint may implement the following policy to its sole discretion: when a website is found to be monopolising the resources available, Styleprint reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Styleprint continues hosting the website for an additional fee.

5. FEES & PAYMENT TERMS

5.1 All Fees for Services are payable in advance and are non-refundable;

5.2 All Fees must be paid in UK Pounds Sterling.

5.3 Although Styleprint reserves the right to change the prices for the Services at any time, all pricing is guaranteed for the period of the prepayment. Any changes to the prices of Services will be clearly communicated to Customers prior to their application, with one month's notice being given for such changes. Notice will be served via email, to the email address held on the Customer's Styleprint account;

5.4 Renewal payments will be requested 2 weeks before renewal dates. If a payment is not received Styleprint reserves the right to bar any hosting space and Domain name until payment is received. Styleprint reserves the right to cancel the domain name renewal if no payment is received before due date. In the case of late payment this can signify a delay in restoral of hosting service as the Domain name will require re registering. Styleprint bears no responsibility in this instance if the domain is re registered by a 3rd party.

6. TERM & TERMINATION

6.1 The term of service for all annually billed Services is annual, and the term of service for all biennially billed Services is biennial;

6.2 YOU AGREE THAT YOU THE CUSTOMER ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR SERVICES ARE RENEWED, AND THAT STYLEPRINT SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY IN CONNECTION WITH THE RENEWAL OR ANY ATTEMPT TO RENEW THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR ERRORS IN RENEWING OR ATTEMPTING TO RENEW THE SERVICES;

6.7 Styleprint reserves the right to terminate a Customer's Agreement at any time. In this event, You will be entitled to a pro-rata refund based on the unexpired term of service, unless You have contravened these Terms of Service, in which case You may not be entitled to a refund;

6.8 Styleprint shall have the right to terminate this Agreement immediately should the Customer fail to make advance payment for any Service, when such payment becomes due to Styleprint;

6.9 Either party may terminate this Agreement by giving notice in writing to the other party if the other party (i) is in material breach of this Agreement and fails to remedy such breach within 30 days of the receipt of a request in writing to remedy such breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of the Agreement, (ii) becomes the subject of a voluntary arrangement under Part 1 of the Insolvency Act 1986, (iii) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, (iv) has a receiver, liquidator or administrator appointed over all or part of its assets or income or (v) has ceased to trade.

7. CANCELLATION

7.1 Customers may not cancel their Service/s during the term of service;

7.2 Customers may cancel their Service/s at the end of the term of service by providing 30 days' written notice, before the end of the term of service, for that particular Service on a Service by Service basis;

7.3 Customers will be required to complete a closure authorisation form, giving Styleprint permission to permanently delete all content relating to the Customer's Services;

7.4 Customers will be required to complete and submit the closure authorisation form before the renewal date of the Service, which is one week before the end of the service term.

7.5 Customers will not be entitled to cancel any Service if there are outstanding payments associated with that Service.

8. DISCLAIMERS AND WARRANTIES

8.1 Styleprint does not back up Your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Styleprint cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Styleprint and its employees;

8.2 Styleprint makes no warranties or representations that any service will be uninterrupted or error-free. You accept all services provided hereunder "as is" without warranty of any kind;

8.3 All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to each of the services to be provided hereunder to the fullest extent permitted by law;

8.4 Styleprint shall not be liable for any services or products to be supplied by any third party;

8.5 Styleprint shall not be liable for any loss or damage of whatsoever nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by You or on Your behalf;

8.6 Styleprint will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss;

8.7 No matter how many claims are made and whatever the basis of such claims, Styleprint's maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the fees paid by You for the services in relation to which Your claim arises during the 12 month period prior to such claim;

8.8 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of Styleprint, its employees or its sub-contractors;

8.9 Styleprint shall not be liable for any interruptions to the services or outages arising directly or indirectly from (i) interruptions to the flow of data to or from the internet, (ii) changes, updates or repairs to the network or software which it uses as a platform to provide the services, (iii) the effects of the failure or interruption of services provided by third parties, (iv) factors outside of Styleprint's reasonable control, (v) Your actions or omissions (including, without limitation, breach of Your obligations set out in the Agreement) or those of any third parties, (vi) problems with Your equipment and/or third party equipment, or (vii) interruptions to the services requested by You.

. INDEMNIFICATION

9.1 You agree that You shall defend, indemnify, save and hold Styleprint, its officers, employees, agents, sub-contractors and affiliated companies harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Styleprint, its agents, its customers, officers and employees, that may arise directly or indirectly as a result of any service provided or performed or agreed to be performed or any product sold by You, Your agents, employees or assigns;

9.2 You agree to defend, indemnify and hold harmless Styleprint against liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with a Styleprint server, (ii) any material supplied by You infringing or allegedly infringing the proprietary rights of a third party, (iii) Intellectual Property Right infringement, (iv) any defective products sold by You from a Styleprint server, and (v) any breach of any of Your obligations or the warranties given by You in this Agreement.

10. FORCE MAJEURE

10.1 Neither party is under any liability to the other party in respect of anything which, apart from this provision, may constitute a breach of the Agreement arising by reason of force majeure which means, in relation to either party, circumstances beyond the reasonable control of that party including acts of God, acts of any governmental or supranational authority, war or national emergency, riots, civil commotion, fire, network failure, systems fault, unauthorised use or access to the IT systems of Styleprint or the Customer, explosion, flood, epidemic, lock outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions, to the extent outside of its reasonable control.

11. ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and neither relied on any representation made by the other party unless such representation is expressly included herein;

11.2 Nothing in this clause shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable;

11.3 This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

12. SEVERABILITY

12.1 In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole;

12.2 Styleprint will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Styleprint as reflected in the original provision.

13. CONFIDENTIALITY

13.1 Each of the parties agrees not to disclose any Confidential Information received from the other party or make any use of any such Confidential Information other than for the purposes of performance of this Agreement, except that (i) each party may disclose Confidential Information received from the other to its responsible employees, consultants, sub contractors or suppliers who need to receive the information in the course of performance of this Agreement, (ii) the confidentiality obligations set out above shall not apply to any information which is or subsequently becomes available to the general public other than through a breach by the receiving party, or is already known to the receiving party before disclosure by the disclosing party or is developed through the independent efforts of the receiving party, or (iii) the receiving party rightfully receives from a third party without restriction as to use.

14. WAIVER

14.1 The failure or delay by either party in exercising any right, power or remedy of that party under the Agreement will not in any circumstances impair such right, power or remedy, nor operate as a waiver of it;

14.2 The single or partial exercise by either party of any right, power or remedy under the Agreement will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.

14.3 Any waiver by either party of a breach of or default under any of the terms of the Agreement by the other party is not deemed a waiver of any subsequent breach or default and in no way affects the other terms of the Agreement.

15. ASSIGNMENT

15.1 You shall not assign, sub-license or transfer Your rights or obligations under this Agreement to any third party without the prior written consent of Styleprint. However, in the event that Styleprint consents to such an assignment, sub-license or transfer, then this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns;

15.2 Styleprint may sub-contract or assign any or all of its rights and obligations under this Agreement.

16. AMENDMENTS

16.1 This Agreement may not be amended or modified by You except by means of a written document signed by both You and an authorized representative of Styleprint.

17. NOTICES

17.1 You agree that any notice or communications required or permitted to be delivered under this Agreement by Styleprint to You shall be deemed to have been given immediately if delivered by e-mail or 24 hours after despatch if sent by overnight mail in accordance with the contact information You have provided.

18. GOVERNING LAW

18.1 Except as otherwise set forth in the Styleprint Domain Name Dispute Policy (the "Dispute Policy"), as amended from time to time, with respect to domain name disputes, this Agreement, and Your rights and obligations under this Agreement, shall be governed by the laws of the England, subject to the exclusive jurisdiction of the courts of England and Wales.

1. DOMAIN REGISTRATION

1.1 Styleprint registers all .uk, .eu, .com, .org, .net, .us, .biz, .info, .name, .ca, .cc, .mobi and .tv domain names.

1.2 Styleprint will accept all new registrations onto our system and register them as soon as possible after payment has been processed. However, until the domain is showing as registered to the Customer via a WHOIS search, we do not guarantee a domain has been secured for a Customer;

1.3 The domain name registration period for .uk and .mobi domains runs for two years from the date of registration. For all other domains, the domain name registration period is one year. After the initial registration period has elapsed, renewal of Your domain name registration may be made upon payment of the renewal fees by You to Styleprint;

1.4 Once a registration request has been completed, no refunds can be made by Styleprint. In addition, no refunds can be made if registration attempts have been made by the registrant within 48 hours of attempting to register the domain through Styleprint;

1.5 Until the registrant receives confirmation of registration from Styleprint, there is no guarantee that the domain name requested will be registered;

1.6 The registrant agrees that all details submitted in respect of a domain name registration are true and correct. The registrant makes certain to Styleprint that the registration of a domain name and the way in which it is used (directly or indirectly) does not infringe the legal rights of any third party. Styleprint does not accept any responsibility for the use of registered domain names especially where there may be conflict over rights to ownership;

1.7 You agree to indemnify, defend and hold harmless, Styleprint, intermediary registrars and the registry administrators themselves, including our and their employees, directors, officers, representatives, agents and affiliates, from and against any claim, action, suit, demand, loss, damages, costs (including reasonable legal fees, expert witness fees and expenses), or other proceedings related to or arising out of the registration or use of the domain name registered through Styleprint. This indemnification is in addition to any indemnification required under the Domain Name Dispute Policy;

1.8 By registering a .uk domain name, You enter into a contract of registration with Nominet, on the following terms and conditions, at <http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/> and <http://www.nominet.org.uk/registrants/aboutdomainnames/rules/>. This is a separate contract to any arrangement You may have with any third party (i.e. Styleprint) for the provision of Services. Please read the Nominet terms before proceeding with your order;

1. DOMAIN NAME DISPUTE

1.1 The Customer acknowledges that any disputes arising out of the use of its domain name/s requested by the Customer will be resolved for .uk domains in accordance with the Nominet Dispute Resolution Service (which can be accessed at <http://www.nic.uk/ref/drs.html>) and for .com, .net, .org, .info, .biz and .name domains in accordance with the UDRP (which can be accessed at <http://www.icann.org/udrp/udrp.htm>), which may impose restrictions on the termination or transfer of a domain name/s with its current host during or pending the settlement of such a dispute.

Acceptable Use Policy

1. WEB HOSTING

1.1 Styleprint reserves the right to suspend or cancel a Customer's access to any or all services provided by Styleprint, where Styleprint decides that the account has been inappropriately used. Styleprint reserves the right to refuse service and /or access to its servers to anyone;

1.2 Styleprint and its hosting provider offer unlimited web space and un-restricted bandwidth. By this, we mean unlimited space for legitimate web site content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any backups, downloads, or other non-web based content;

1.3 Scripts on the site must be designed to produce web-based content, and not to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Sites that reset these do so because they are resource intensive, adversely affecting server performance and are therefore not allowed. Scripts that are designed to provide proxy services, anonymous or otherwise, are not allowed;

1.4 Styleprint and its hosting provider will disable any domain that fails to adhere to the following criteria as soon as we are made aware, in line with current working practices: (i) the primary purpose of any site must be to provide web-based content to viewers. Files on the site must be linked to the web site; (ii) the primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database, are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and filtered; (iii) sites must not contain Warez, illegal or copyright material. The onus is on You the Customer to prove that You own the rights to publish material, not for Styleprint to prove that You do not; (iv) sites must not contain MP3 files that do not represent active web content. Other multimedia files are acceptable if they are configured to stream to the client rather than download (please refer to section 1.2 of this policy); (v) sites must not contain archive (e.g. zip or rar) files, or data back ups; (vi) sites must not contain pornographic or other lewd material. Adult Material includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Styleprint; (vii) sites must not use excessive amounts of server resources. These include Bandwidth, processor utilization and / or disk space. Please refer to the 'High Resource Use Policy' in the General Terms & Conditions; (viii) sites must not contain scripts that attempt to access privileged server resources, or other sites on the same server.

2. EMAIL

2.1 If Styleprint identifies a mailbox or domain that is causing problems, we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate;

2.2 Common issues that cause problems are: (i) where a mailbox receives large volumes of undeliverable mail; (ii) where mailboxes have forwarders set to other mailboxes where mail cannot be delivered or (iii) where mailboxes have forwarders and/or auto-responders that generate circular mail loops;

2.3 You may not use Styleprint Email services for any of the following: (i) to send messages or communications, which are unsolicited, offensive, abusive, indecent or obscene; (ii) to send messages causing annoyance, inconvenience or anxiety to another user of the internet or (iii) to send messages for the purpose of fraud and /or with the intention of committing a criminal offence;

2.4 To prevent the sending of bulk unsolicited mail, SMTP traffic to and from a server will be blocked in the following scenarios: (i) where we identify a server that has an open mail relay; (ii) where a significant volume of mail is sent from a domain in a 10 minute period or (iii) where we have received significant volumes of complaints concerning unsolicited mail originating from a Styleprint hosted server;

2.5 To prevent Styleprint's IP addresses being blocked by IP address blocking, a domain held on Styleprint's servers may be disabled where we have received significant volumes of complaints concerning unsolicited mail originating from a Styleprint server, or unsolicited email being sent to promote sites being hosted on a Styleprint server;

3. GENERAL

3.1 If Styleprint and its hosting provider disables a site or server, we will: (i) provide follow up correspondence during office hours from our Misuse Department, detailing the reasons for the suspension and what actions, if any, the administrator should take to rectify the situation; (ii) work with You to suggest a resolution to the issue at hand and arrange for the restoration of Services in the shortest timescale possible once an agreement has been reached; (iii) not re-enable any domain or server that has a history of similar misuse; (iv) pass the account to the appropriate department to resolve any outstanding issues such as account balance or closure;

3.2 For other issues, such as email problems, the Misuse Department will contact You to inform You of any changes made to Your account and the reasons for those changes;

3.3 If an action is taken against a site or server, You should communicate directly with the Misuse Department within office hours;

3.4 Restoration of any and all Services suspended during a Misuse Department investigation will be considered on a case-by-case basis;

3.5 Styleprint hosting provider have a police liaison function and are committed to assisting and cooperating with all law enforcement and government agencies in helping to reduce internet crime.

4. REPORTING MISUSE

4.1 In order to efficiently process Your report we need You to send as much information as possible and Your contact email address and phone number. Below are the details that we will need from You when investigating internet misuse. Reports will not be investigated until the details below have been received. If any of the information below is missing from Your report, please re-send the information;

4.2 Reporting port scanning, attempted hacking and firewall activity: (i) where Your report is based upon information obtained from a firewall, please ensure that You send the relevant unedited firewall log (or excerpt). Please ensure that the log includes the time, date and time zone; (ii) You also need to confirm that the clock on Your PC is accurate and that You are using the correct time zone for Your locale. If Your clock is inaccurate please indicate how many minutes and seconds wrong it is (there is an online clock website to check Your PC clock, at <http://www.timeticker.com/main.htm>); (iii) Screenshots or image files will not be accepted as evidence of a system intrusion; (iv) If You see any other misuse on Your own servers originating from a Styleprint IP address, then please send us the following information: Your URL, our web server log (showing the IP address, time, date and time zone of the IP address logging into Your server), and any details of the misuse that has taken place.

4.3 Reporting email/ newsgroup misuse (including spam): (i) We require the full header and content of the email/ newsgroup post. The header enables us to trace the journey that an email/ newsgroup post has made from the computer it originated from to the computer it was downloaded to. Please see below for instructions on retrieving full mail headers within Microsoft Outlook. If You use another mail client, please check your provider's support documentation for this information;

4.4 Reporting virus activity: (i) If You have received or been infected by a virus, worm or trojan please note that Styleprint are unable to offer any support in their removal. We recommend that you install anti-virus software and ensure that it is updated regularly; (ii) please include the following information in your complaint: the header of the email (if one is available) and the content of the email; (iii) the email attachment that was sent to You (if any). The attachment may need to be placed in an archived file (.zip, .rar etc) for our email software to receive it. The website contains helpful instructions to help You with this procedure. If You cannot attach the virus, then please send the email and header only;

4.5 Reporting web space abuse: (i) If You become aware of any web space hosted by Styleprint that you feel is in contravention of our Terms of Service or our Acceptable Use Policy, then please email us with the details; (ii) please send the following information: the URL, the time and date that You noticed the infringement, any details regarding how You came to view the material, and a precise description of why You believe the domain to be in breach;

4.6 Styleprint actively reports any illegal activities that take place on our servers to the police. Styleprint also work with the Internet Watch Foundation to ensure that any images of child abuse are removed from our service and reported as soon as we are made aware, in line with current working practices.

Complaints

1.1 At Styleprint we try our best to keep all Customers happy. However, if You have already submitted a support ticket and Your complaint has not been resolved to Your satisfaction, or have called Styleprint and Your call has not been dealt with to Your satisfaction, then please follow the steps below in order to escalate the issue;

1.2 Stage 1: contact us, putting Your complaint in writing Styleprint 14 Rockingham Place Broomfield Herne Bay Kent CT6 7UH

1.3 Stage 2: we will respond to Your complaint, following receipt of Your letter. We will thoroughly investigate any issues raised and propose a course of action for resolution. You should receive our response within 21 days of us receiving Your letter;