

Terms & Conditions

Website Hosting

Terms Of Service Agreement

Clients who utilise website hosting service from EAS Computer Services (Host) shall be bound by the terms outlined in these terms and conditions.

Provision of Services

Host agrees to provide Client with website hosting services, consisting of website server space, e-mail capability, internet access, domain name registration, and such additional services, as may be provided by Host from time to time. Host reserves the right to change or modify the features of Client's service plan from time to time on 30 days written or e-mailed notice to Client. Client's continued use of Host's services after receipt of such a notice of modification shall constitute Client's acceptance of and agreement to be bound by the Host's modification of the terms and conditions of this Agreement.

Agreement Term

The initial term of this Agreement shall commence on the date of execution of this Agreement and shall continue through the remainder of the year in which this Agreement was executed (the "Initial Term"). After the initial term, this Agreement shall be automatically renewed for successive annual periods until terminated by one of the parties as provided in this agreement.

Termination without Cause

(a) Client may terminate this Agreement at any time, for any reason, by contacting Host, either by phone or e-mail, and requesting that Client's account be cancelled. In the event of a cancellation, Host will not refund amounts already billed for the current service period in which Client terminates the Agreement.

(b) Host may terminate this Agreement at any time, for any reason, by providing written or e-mail notice of termination to Client's primary website e-mail contact address no less than 30 days prior to the service termination.

(c) If the client terminates this Agreement, by notice or non-payment, all website content, databases, and e-mail messages will be deleted, this process is not reversible.

Termination for Cause

Client agrees to abide by the terms of this Agreement and by Host's general use policies as set forth in this Agreement, as those policies may exist from time to time. Host may change its use policies on 30 day written notice to Customer by e-mail

message, mail, or facsimile transmission. Any violation by Client of the terms of this Agreement or of Host's general use policies shall be grounds for immediate termination of Client's account for cause. If Host terminates Client's account for a violation of this Agreement, Host shall not be required to refund any amounts billed for the billing period in which Host terminates Client's services.

Payment Terms

Client agrees to pay Host annually for the Host's services. Host reserves the right to change or modify its charges for Client's plan from time to time on 30 days notice written or e-mailed to Client. Client's continued use of Host's services after receipt of such a notice shall constitute Client's acceptance of and Agreement to be bound by the Host's modified charges for its services. Additional charges for add-on services not included in Client's plan will be made as mutually agreed upon.

(b) Service charges are payable in advance on an annual basis. Host will automatically invoice to the Client. Fees in the amount of 10 percent per month will be added to any outstanding invoices remaining unpaid for more than 30 days. Should payment not be made within 30 days of invoice due date access to the services will be restricted in the first instance leading to eventual and unrecoverable deletion of any website hosting, email messages and domain ownership, final termination timescale will be down to the hosts discretion.

(c) Client agrees to be billed for all recurring and one-time charges, including late charges, for any Services ordered by Client and any fees owed to Host.

(d) Any charges for upgrading Client's current hosting package, or performing add-on requests, will be billed at the time the upgrade or add-on is implemented.

Taxes

Host shall not be liable for any taxes and other governmental fees related to purchases made by Client or from Host's server. Client agrees that s/he will be fully responsible for all taxes and fees of any nature associated with products or services sold through the use of or with the aid of services provided to Client by Host.

Electronic Mail Abuse

Harassment by e-mail, whether through language, frequency, or size of messages, is prohibited. Client may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, Client must not send that person any further e-mail. Clients are explicitly prohibited from sending unsolicited bulk e-mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. Clients may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings. Malicious e-mail, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is prohibited. Forging of header or any other information is not permitted. Subscribing someone

else to an e-mail list or removing someone else from a mail list without that person's permission is prohibited. Host's accounts or services may not be used to collect replies to messages sent from another Internet Service Provider if those messages violate this Agreement or any usage policy of that other provider. Violations of this Agreement will result in immediate account termination and provider reserves the right to charge an administrative clean-up fee of up to £150 and a deactivation fee of £100.

Violations of Network Security

Client is prohibited from violating or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of Client's agreement. Host will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations. These violations include, without limitation:

- (a) Accessing data not intended for the Client or logging into a server or account that the Client is not authorized to access.
- (b) Attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper authorization.
- (c) Attempting to interfere with service to any Client, host or network, including, without limitation, via means of overloading, "flooding," "mail bombing," or "crashing".
- (d) Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- (e) Taking any action in order to obtain services to which the Client is not entitled.

Warranty against Unlawful Use

Client warrants and represents that Client shall use Services only for lawful purposes and in accordance with all valid federal, state, and local laws and regulations governing use of e-mail and the Internet, whether or not specifically prohibited elsewhere in this Agreement. Client agrees to not use the Services to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject Host to liability, including, without limitation, in connection with any of the following, each of which is prohibited:

- a) Disclosing sensitive personal information about others;
- b) Storing personal or sensitive information, including without limitation, GDPR
- c) Phishing or engaging in identity theft;
- d) Distributing computer viruses, worms, Trojan horses or other malicious code;
- e) Promoting or facilitating prostitution or sex trafficking;

- f) Hosting ponzi or pyramid schemes, or websites that engage in unlawful or deceptive marketing practices;
- g) Hosting, distributing or linking to child pornography (any such content will be suspended immediately without notice and reported to law enforcement or the National Center for Missing and Exploited Children) or content that is harmful to minors;
- h) Distributing pornography or adult related content or offering any escort services;
- i) Engaging in the unlawful distribution of controlled substances, drug contraband or prescription medications (including without limitation, promotion, marketing, or sale of prescription medications without a valid prescription);
- j) Gambling or selling weapons or ammunition;
- k) Promoting or facilitating violence or terrorist activities; or
- l) Infringing the intellectual property or other proprietary rights of others.

Failure to abide by the terms of this section shall be grounds for immediate termination of Client's account for cause.

Payment Card Industry Security Standard Disclaimer

Client is solely responsible for the security of the data and billing information client collects on your Subscriber Website. Host will not monitor Subscriber Websites for compliance and therefore we are not able to verify whether your Subscriber Website complies with the PCI Standard.

Liability; No Warranty; Limitation of Damages

- (a) Client expressly agrees that use of Services provided by Host is at Client's sole risk.
- (b) Host guarantees 90 percent uptime for its Web servers. If uptime for Client's Web server falls below 80 percent during any given month (or specify other payment period), Host will credit Client a prorated amount based on the time down decided by the host. Any such credit shall be applied to future invoices. This credit shall be Client's sole and exclusive compensation for any downtime or other unavailability of Host's services under this Agreement. Host shall have no liability of any kind for any damages or loss arising as a consequence of such downtime or unavailability.
- (c) Host, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that their services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through their services, unless otherwise expressly stated in this Agreement.

(d) Host, its officers, agents, or anyone else involved in providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction, or unauthorized access to Host's records, programs, or services.

(e) Host will exercise no control over the content of the information passing through Host's network except those controls expressly provided herein.

(f) Host makes no warranties or representations of any kind, express or implied, for the services it is providing. Host also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.

Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights

(a) Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in any product or service provided to Client belongs to Host. These products and services are only for Client's use in connection with Services provided to Client as outlined in this Agreement.

(b) Client expressly warrants to the Host that Client has the right to use any patented, copyrighted, or trademarked material which Client uses, posts, or otherwise transfers to Host servers.

Hardware, Equipment, and Software

Client is responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access Host servers. Host makes no representations, warranties, or assurances that Client's equipment will be compatible with Host Services.

Age

Client expressly represents and warrants that Client and any person to whom Client grants access to Client's Host account are at least 18 years of age.