

Terms of Business

All Clients and users of services provided by Inside Information Limited, its suppliers or affiliates, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the client or user when ordering the services.

Important

1: Pornography and sex-related media, web pages, merchandising, email or any other form of communication or display are **prohibited** from any Inside Information Limited service and those of its suppliers.

2: Spamming, or the sending of unsolicited bulk email, from an Inside Information Limited server or those of its suppliers is **strictly prohibited**.

1. Definitions

"Client" and "User" mean a customer of Inside Information Limited. "Services" means domain name registration, web site hosting, web-design, web-maintenance, email and any other service or facility provided by Inside Information Limited or its suppliers. "Server" means the computer server equipment operated by Inside Information Limited or its suppliers in connection with the provision of the Services. "Web Site" means the area on the Server allocated (whether paid for or otherwise) to the Client for use by the Client as a site on the Internet.

2. Domain name registration

2.1 Inside Information Limited makes no representation that the domain name the Client wishes to register is capable of being registered by or for the Client or that it will be registered in the Client's name. The Client should therefore not assume registration of the Client requested domain name(s) until the Client has been notified of completion of the registration of the domain(s). Any action taken by the Client before such notification is at the Client's own risk.

2.2 The registration and use of the Client's domain name is subject to the terms and conditions of use applied by the relevant naming authority. The Client shall ensure its awareness of those terms and conditions and that the Client complies with them. The Client shall have no right to bring any claim against Inside Information Limited in respect of refusal to register a domain name. Any administration charge paid by the Client to us shall be non-refundable notwithstanding refusal by the naming authority to register the Client's desired name.

2.3 Inside Information Limited shall have no liability in respect of the use by the Client of any domain name. Any dispute between the Client and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, Inside Information Limited shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. Inside Information Limited shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

2.4 Inside Information Limited shall not release any domain to another provider unless full payment for that domain has been received by us.

3. Web site hosting, online transactions and email

3.1. Inside Information Limited makes no representation and gives no warranty as to the accuracy or quality of information received by any person via the Server and Inside Information Limited shall have no liability for any loss or damage to any data stored on the Server.

3.2. The Client shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.

3.3 The Client will undertake and warrant to Inside Information Limited that they will use the Web Site allocated to the Client only for lawful purposes. In particular, the Client will warrant and undertake to us that:

3.3.1 the Client will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will the Client authorise or permit any other person to do so.

3.3.2 the Client will not post, link to or transmit

- Any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way.
- Any material containing a virus or other hostile computer program.
- Any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

3.4 The Client shall keep secure any identification, password and other confidential information relating to the Client's account and shall notify us immediately of any known or suspected unauthorised use of the Client's account or breach of security, including loss, theft or unauthorised disclosure of the Client's password or other security information.

3.5 The Client shall observe the procedures which Inside Information Limited may from time to time prescribe and shall make no use of any Server, or other facilities provided by Inside Information Limited or its suppliers, which is detrimental to other customers or users of internet or email services.

3.6 The Client shall ensure that all email is sent in accordance with applicable legislation (including data protection legislation).

3.7 Any access to other networks and services via services provided by, on behalf of, by a subcontractor to or via, Inside Information Limited must comply with the rules appropriate for those other networks or services.

3.8 While Inside Information Limited will use every reasonable endeavour to ensure the integrity and security of any Computer, Server, Email system or other facility involved in handling or storing Client data, Inside Information Limited does not guarantee that such facilities will be free from technical failures, unauthorised users hackers or the effects of computer viruses from what ever source and Inside Information Limited shall be under no liability for non-receipt or mis-routing of email or for any other failure of email, data storage or transmission.

3.9 Inside Information Limited will make every effort to make secure any credit card transaction facilities provided by Inside Information Limited or its suppliers. However, the security of any on-line service cannot be and is not guaranteed and Inside Information Limited accepts no liability for losses incurred by its Clients' or users of client's web-sites or other on-line services. Legislative, statutory and commercial regulations may apply and are subject to change. It is incumbent on the client and users to ensure they operate in accordance with such regulations and Inside Information Limited will accept no liability in respect of losses, terminations and/or legal proceedings in connection with such services. Inside Information Limited will, however, take all reasonable steps to ensure that the facilities it designs and/or provides remain in service and in compliance with any applicable regulations of which it is aware.

4. Service availability

4.1 Inside Information Limited and its suppliers shall use our reasonable endeavours to make available to the Client at all times the Server and the Services but Inside Information Limited shall not, in any event, be liable for interruptions of Service or down-time of the Server.

4.2 Inside Information Limited and its suppliers shall have the right to suspend the Services at any time and for any reason, generally without notice but if such suspension lasts or is to last for more than 14 days the Client will be notified of the reason.

4.3 The Services provided to the Client hereunder and the Client's account with us cannot be transferred or used by anyone other than the Client. For web hosting accounts, no more than one log-in session under any one account may be used at any time by the Client. If the Client has multiple accounts, the Client is limited to one login session per system account at any time. User programs may be run only during log-in sessions. If the Client's account is found to have been transferred to another party, or shows other activity in breach of this subclause, Inside Information Limited shall have the right to cancel the account and terminate the Services and/or this Agreement immediately.

4.4 Inside Information Limited accepts no liability for the availability, performance or future proofing of any product or service provided by third parties.

5. Payment

5.1 All payments must be in UK Pounds Sterling. If the Client's payment is returned by the bank as unpaid for any reason, the Client will be liable for a "returned payment" charge of £30.

5.2 All charges payable by the Client shall be due and payable by return. Charges are exclusive of 'Value Added Tax' which shall be paid additionally by the Client at the rate prescribed by law on submission by us of a proper VAT invoice.

5.3 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, Inside Information Limited shall be entitled forthwith to suspend the provision of Services to the Client.

6. Intellectual property rights

6.1 The Client shall obtain any and all necessary consents and clearances to enable the Client lawfully to make use of all and any intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of the Client's proposed domain name.

6.2 The Client remains responsible at all times for obtaining any necessary permissions and for ensuring copyright of any material included in a web site or email is observed or licensed. This includes any existing content and work by any previous web designers.

6.3 Copyright of web site contents, layout and graphical design transfers to the client on completion and payment in full. However all HTML, scripting and other program code produced by Inside Information Limited is the copyright of Inside Information Limited and any content that is the copyright of others remains the copyright of the respective owners.

7. Indemnity

The Client shall indemnify us and keep us indemnified and hold us harmless from and against any breach by the Client of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to the Client and the Client's use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequence of the Client's breach or non-observance of this Agreement.

8. Termination

Without in any way limiting our rights under subclause 4.3:

8.1 If the Client fails to pay any sums due to us as they fall due, Inside Information Limited may suspend the Services and/or terminate this Agreement forthwith without notice to the Client.

8.2 if the Client breaks any of these terms and conditions and the Client fails to correct the breach within fourteen (14) days following written notice from us specifying the breach, Inside Information Limited may terminate this Agreement forthwith upon written notice.

8.3 if the Client is a company and the Client goes into insolvent liquidation or suffers the appointment of an administrator or administrative receiver or enters into a voluntary arrangement with the Client's creditors, Inside Information Limited shall be entitled to terminate this Agreement forthwith without notice to the Client.

8.4 on termination of this Agreement or suspension of the Services Inside Information Limited shall be entitled immediately to block the Client's Web Site and to remove all data located on it. Inside Information Limited shall be entitled to delete all such data but Inside Information Limited may, at our discretion, hold such data for such period as Inside Information Limited may decide to allow the Client to collect it at the Client's expense, subject to payment in full of any amounts outstanding and payable to us. Inside Information Limited shall further be entitled to post such notice in respect of the non-availability of the Client's Web Site as Inside Information Limited thinks fit.

8.5 Inside Information Limited may terminate any site hosting, email or web-maintenance agreement by providing 14 days notice. Inside Information Limited will not transfer any domain to another ISP unless all monies due are paid in full.

9. Limitation of liability

9.1 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to subclause 9.2.

9.2 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

9.3 Our total aggregate liability to the Client for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by the Client in respect of the Services which are the subject of any such claim.

9.4 In any event no claim shall be brought unless the Client has notified us of the claim within one year of it arising.

9.5 In no event shall Inside Information Limited be liable to the Client for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

10. Notices

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

11. Law

This Agreement shall be governed by and construed in accordance with English law and the Client hereby submits to the non-exclusive jurisdiction of the English courts.

12. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

13. Entire agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral, between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, the Client has not relied on any representation other than those expressly stated in these terms and conditions and the Client agrees that the Client shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.