

Last Modified – 26 th October, 2005

All users of Saxton IT Services, and all customers upon signing up for Saxton IT Service services, agree to comply with Saxton IT Service's Acceptable Use Policy (AUP). The spirit of the AUP is to ensure customers are using Saxton IT Service's services with due regard to the rights of other Internet users and in conformity with the requirements of Saxton IT Service's network environment. The AUP are not exhaustive and Saxton IT Service reserves the right to add, delete, or modify any provision of its AUP at any time without notice, effective upon posting of the modified AUP to our site. Any complaints about a customer's violation of the AUP should be sent to [admin@jimsaxton.co.uk](mailto:admin@jimsaxton.co.uk) . The AUP supersedes any other agreement with Saxton IT Service, whether written, oral, by conduct, or otherwise.

#### [I] Web Hosting and E-commerce Customer Restrictions

The following apply only to Saxton IT Service's Web Hosting and E-Commerce customers, and supplement the terms in sections III and IV that applies to all Saxton IT Service customers:

##### Server Resources

Any web site that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given the option to either pay additional fees (which will depend on the resources required), reduce the resources used to an acceptable level, or upgrade its service to a Dedicated Server plan. Saxton IT Service will be the sole arbiter of what is considered to be a high server usage level. Any Web Hosting and E-Commerce account deemed to be adversely affecting server performance or network integrity will be shut down without prior notice.

##### Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to Saxton IT Service's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a web site hosted on a Saxton IT Service server, and selling or distributing software (on a web site residing on a Saxton IT Service server) that facilitates spamming. Violators will be assessed a fine and will face immediate suspension. Saxton IT Service reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

##### CGI Scripts

Any scripts that pose a potential security risk or are deemed to be adversely affecting server performance or network integrity will be shut down or will be automatically

removed without prior notice. Saxton IT Service does not permit CGI script sharing with domains not hosted by Saxton IT Service.

### Chat Rooms

Saxton IT Service does not allow Web Hosting and E-Commerce customers to install their own chat rooms. Chat rooms tend to require significant system resources and therefore cannot be permitted as an account option. However, for a small charge, Saxton IT Service provides Java chat rooms that meet most users' needs and run without hindering system performance.

### Background Running Programs and Cron Jobs

Saxton IT Service may allow programs to run in the background. These programs will be considered on an individual basis and Web Hosting and E-Commerce customers will incur extra charges based on system resources used and operational maintenance needed. If you wish to run background programs please contact Saxton IT Service support staff at <http://support.windowwebhosting.com> so that we can arrange set-up.

### IRC

Saxton IT Service does not allow IRC or IRC bots to be operated by Web Hosting and E-Commerce customers.

### [II] Saxton IT Service Dedicated Server Customer Restrictions

The following Terms of Use apply only to Saxton IT Service's Dedicated Server customers, and supplement the terms in sections III and IV that apply to all Saxton IT Service customers:

#### Customer Security Responsibilities

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach.

### IRC

Saxton IT Service allows Dedicated Server customers the use of IRC inside the Saxton IT Service network as long as the use of IRC on a Saxton IT Service server does not violate any of the other terms of these AUP. As a policy, Saxton IT Service will not provide vanity IRC reverse DNS records. To enforce this policy Saxton IT Service does not turn the reverse address of IPs over to the customer. Authority over this information remains with Saxton IT Service.

### Billing for Network Resources

The customer understands that the customer is responsible for paying for any network resources that are used to connect the customer's server to the Internet. The customer may request that the customer's server be disconnected from the Internet, but the customer will still be responsible for paying for any network resources used up to the point of suspension or cancellation.

### [III] All Saxton IT Customers

The following Terms of Use apply to ALL Saxton IT Service customers:

#### Services

Saxton IT Service's services include, but are not limited to:

- any act of preparing, setting up, connecting, maintaining, terminating, or reconnecting customers' account (including all billing data and the space on the particular Web server that Saxton IT Service provides to customers);
- any use by customers, or any access provided to customers by Saxton IT Service, of computing, telecommunications, software, information, hardware, and equipment;
- any act, or provision of any service, by Saxton IT Service to customers, related to web hosting and domain name registrations (including server usage and technical support), regardless of duration and whether paid for or not;
- any provision by Saxton IT Service to customers, of any space, Internet connectivity, or electrical power;
- any access or use related to the Saxton IT Service's web site, including the web site itself;
- any other service mentioned in this policy;
- any other service provided by Saxton IT Service to customers, whether used or not;
- any other Saxton IT Service services that are used by customers, whether offered or provided by Saxton IT Service to customers.

#### Ownership of Web Site

The legal owner of customers' web sites and accounts with Saxton IT Service will be the individual or organization whose name is listed in Saxton IT Service's database as the owner. Customers will fully cooperate with and abide by any and all of Saxton IT Service's security measures and procedures in the event of any dispute over ownership of customers' web sites and accounts with Saxton IT Service.

#### Illegal Use

Saxton IT Service servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation, or that may directly facilitate the violation of any particular law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Additionally, in purchasing Saxton IT Service services, all Saxton IT Service customers certify that they and/or the organization they represent in procuring services from Saxton IT Service are not, nor

have been designated, a suspected terrorist as defined in Executive Order 13224; are not owned or controlled by a 'suspected terrorist' as defined in Executive Order 13224; and are not on, are not a member of, related to, associated with, or controlled by any organizations on the list contained in the Annex to Executive Order 13224 and all updates thereto.

### Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to Saxton IT Service's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a web site hosted on a Saxton IT Service server, and selling or distributing software (on a web site residing on a Saxton IT Service server) that facilitates spamming. Violators will be assessed a fine and will face immediate suspension. Saxton IT Service reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

### System and Network Abuse

Violations of system or network security are prohibited and may result in criminal and civil liability. Examples of system or network security violations include, without limitation the following: unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

### Viruses and Other Destructive Activities

Use of Saxton IT Service's services or equipment for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use Saxton IT Service's services and equipment (or any connected network, system, service or equipment) or conduct their business over the Internet.

### Adult Content

Pornography and sex-related merchandising are prohibited on Saxton IT Service servers. This includes sites that may infer sexual content or provide links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet, or provide links to such sites.

### Child Pornography

The use of Saxton IT Service's services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Saxton IT Service is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, its services.

## Privacy

Saxton IT Service is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Saxton IT Service urges its customers to assume that all of their on-line communications are insecure. Saxton IT Service cannot take any responsibility for the security of information transmitted over Saxton IT Service's facilities. Additional details on privacy and Saxton IT Service's use of customer information can be found in Saxton IT Service's Privacy Statement.

## Customer Responsibility

Customers are required to use the Saxton IT Service network responsibly. This includes respecting the other customers of Saxton IT Service. Saxton IT Service reserves the right to suspend and/or cancel service with any customer who uses the Saxton IT Service network in such a way that adversely affects other Saxton IT Service customers. While Saxton IT Service may monitor its service electronically to determine that its facilities are operating satisfactorily, as a general practice, Saxton IT Service does not monitor its customers' communications or activities to determine whether they are in compliance with the AUP. However, when Saxton IT Service becomes aware of any violation of the AUP or other user agreements, Saxton IT Service may take any action to stop or correct such violation, including, but not limited to, denying access to Saxton IT Service's services and equipment or to the Internet. In addition, Saxton IT Service may take action against a customer or a customer of such customer because of the activities of such customer. Saxton IT Service anticipates that customers who offer Internet services will cooperate with Saxton IT Service in any corrective or preventive action that Saxton IT Service deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Saxton IT Service policy and Saxton IT Service reserves the right to take any such action even though such action may affect other customers of the Saxton IT Service customer.

## Actions Taken by Saxton IT

The failure by a customer to meet or follow any of the AUP is grounds for account deactivation. Saxton IT Service will be the sole arbiter as to what constitutes a violation of the AUP. Saxton IT Service reserves the right to remove any account without prior notice and to refuse service to anyone at any time. When Saxton IT Service becomes aware of an alleged violation of its AUP, Saxton IT Service will initiate an investigation. During the investigation, Saxton IT Service may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, Saxton IT Service may, at its sole

discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, Saxton IT Service will notify the appropriate law enforcement authorities of such violation. An unlisted activity may also be a violation of the AUP if it is illegal, irresponsible, or constitutes disruptive use of the Internet. Saxton IT Service does not issue credits for outages incurred through service disablement resulting from AUP violations. Violators of the policy are responsible, without limitations, for the cost of labor to rectify any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Saxton IT Service.

#### Indemnification

Saxton IT Service customers agree to protect, defend, hold harmless, and indemnify Saxton IT Service, any third party entity related to Saxton IT Service (including, without limitation, third party vendors), and Saxton IT Service's executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, and co-subidiaries with the same parent company as Saxton IT Service, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses, arising out of or resulting in any from the customer's use of Saxton IT Service's services.

#### Disclaimer

The Saxton IT Services service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Saxton IT Service expressly disclaims any representation or warranty that the Saxton IT Service service will be error-free, secure or uninterrupted. No oral advice or written information given by Saxton IT Service, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. Saxton IT Service and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

#### Termination for Bankruptcy or Insolvency

If a customer becomes insolvent or any bankruptcy petition is filed by the customer, or any third party against the customer, Saxton IT Service may immediately terminate provision of Saxton IT Service's services to the customer without prior notice or penalty. Such customer consents to the grant of relief from any automatic stay of proceedings against Saxton IT Service in such event.

#### LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, AND UNDER NO THEORY OF LAW OR EQUITY, WILL Saxton IT Service (INCLUDING, WITHOUT LIMITATION, Saxton IT Service'S EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, CO-SUBSIDIARIES WITH THE SAME PARENT

COMPANY AS Saxton IT Service, AFFILIATES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE) OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING Saxton IT Service'S SERVICES, BE LIABLE FOR THE LOSS OF A DOMAIN NAME, OR ANY BUSINESS OR PERSONAL LOSS, REVENUES DECREASE, EXPENSE INCREASE, COSTS OF SUBSTITUTE PRODUCTS AND/OR Saxton IT Service SERVICES, OR ANY OTHER LOSS OR DAMAGE WHATSOEVER, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF ANY USE OF, OR ANY INABILITY TO USE, ANY Saxton IT Service SERVICES EVEN IF Saxton IT Service HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Saxton IT Service's TOTAL CUMULATIVE LIABILITY, IF ANY, TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY AND ALL DAMAGES, RELATED TO THE AUP OR Saxton IT Service'S SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE FROM ANY NEGLIGENCE, ANY ACT OR OMISSION BY Saxton IT Service OR Saxton IT Service'S REPRESENTATIVES, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, WILL BE LIMITED TO, AND WILL NOT EXCEED, THE ACTUAL DOLLAR AMOUNT PAID BY THE CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES, LOSSES AND CAUSES OF ACTIONS DURING THE 3-MONTH PERIOD PRIOR TO THE DATE THE DAMAGE OR LOSS OCCURRED OR THE CAUSE OF ACTION AROSE.

#### Modifications

Saxton IT Service may discontinue, upgrade, replace, modify, or change in any way, without limitation, any software, application, program, data, hardware, equipment, or portions or components thereof, used to provide customers with Saxton IT Service's services. Certain changes to Saxton IT Service's services may affect the operation of customers' personalized applications and content. Each customer is solely responsible, and Saxton IT Service is not liable, for any and all such personalized applications and content, except as expressly agreed to by Saxton IT Service.

#### Backup of Data

Except where Saxton IT Service has expressly agreed in writing to the contrary, customers are solely and entirely responsible, and Saxton IT Service is in NO way responsible, for the management and backup of all customer data, and all updates, upgrades, and patches to any software that customers use in connection with Saxton IT Service services.

#### Third Party Licenses

Saxton IT Service makes a reasonable effort to provide customers with technologies, developments, and innovations (collectively "Technologies"), part of which may be licensed, or co-branded, from or by, third party entities. However, Saxton IT Service makes NO warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, validity, or continued existence of any or all aspects of such Technologies. Moreover, Saxton IT Service specifically disclaims all warranties of merchantability and fitness for a particular purpose for such Technologies.

Furthermore, no customer will hold Saxton IT Service liable in any way for the revocation of any license, which has been licensed to Saxton IT Service. The use of the Technologies obtained from or through Saxton IT Service, or any other referred third party, whether directly or indirectly, is at the sole risk of customers.

#### Non-Saxton IT Products

Any mention of non-Saxton IT Service products by Saxton IT Service, its employees, or any third party entity related to Saxton IT Service is for information purposes only and does not constitute an endorsement or recommendation by Saxton IT Service. Saxton IT Service disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Saxton IT Service products or services.

#### Intellectual Property

Customers will not, without Saxton IT Service's express written consent, copy, reproduce, republish, or otherwise use any material, in whole or in part, that is located on Saxton IT Service's web site, and customers will not use any of Saxton IT Service's trademarks, service marks, copyrighted materials, or other intellectual property without Saxton IT Service's express written consent. Customers will not, in any way, misrepresent their relationship with Saxton IT Service, attempt to pass themselves off as Saxton IT Service, or claim that customers are Saxton IT Service.

#### Assignment

Customers may not assign or delegate their rights or obligations under the AUP or other agreement for Saxton IT Service's services, either in whole or in part, without the prior written consent of Saxton IT Service.

#### Minimum Age Requirement

Saxton IT Service customers must be at least 18 years of age. Any individual under the age of 18 years ("Minor") must have a parent or guardian accept the AUP in order for the Minor to become a Saxton IT Service customer. A parent or guardian who accepts the AUP on behalf of a Minor will be primarily liable for ensuring complete and proper compliance with the AUP, including the timely and full payment of the charges for Saxton IT Service services, and such primary liability will continue even when the Minor has attained the age of 18, unless the parent or guardian obtains Saxton IT Service's express written consent to the contrary. Any acceptance of the AUP or any other agreement for Saxton IT Service's services will be deemed null and void to the extent that Saxton IT Service will not be liable in any way as a result of the Minor's age or legal incapacity or the Minor's use of Saxton IT Service's services.

#### Governing Law and Severability

The AUP, and any other agreement for Saxton IT Service services, will be governed by and construed in accordance with the laws of the State of Gujarat, India without reference to its conflicts of laws principles. Any litigation or arbitration between a customer and Saxton IT Service will take place in Gujarat, and the customer will consent to personal jurisdiction and venue in that jurisdiction. If any provision or

portion of the AUP or other Saxton IT Service agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the AUP or the agreement will continue in full force and effect.

#### Force Majeure

Saxton IT Service will not be liable for delays in its performance of the AUP or Saxton IT Service services caused by circumstances beyond Saxton IT Service's reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, shortages of labor or materials, labor disputes, transportation problems, accidents, embargoes, or governmental restrictions (collectively "Force Majeure"). Saxton IT Service will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. Notwithstanding anything contained elsewhere herein, lack of finances will not be considered an event of Force Majeure nor will any event of Force Majeure suspend any obligation of customers for the payment of money due.

#### Waiver and Amendment

Any waiver, modification, or amendment of any provision of the AUP or other agreement for Saxton IT Service services, initiated by a customer, will be effective only if accepted in writing and signed by an authorized representative of Saxton IT Service.

#### Independent Contractors

Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between Saxton IT Service and its customers. Each of Saxton IT Service and its customers will be deemed an independent contractor at all times and will have no right or authority to assume or create any obligation on behalf of the other, except as may be expressly provided herein.

#### [IV] All Customer's Billing Policy

The following Terms of Use constitute Saxton IT Service's Billing Policy and apply to ALL Saxton IT Service customers:

#### Payments

All charges are shown and payments are to be made in Pounds. Saxton IT Service accepts the following types of payment:

- Cheque/money order sent to Saxton IT Services
- PayPal payment for annual subscription using Credit card
  
- Bank Standing Order details obtainable from Saxton IT Services.

All payments are due on the Account Statement Date. The Account Statement Date is the monthly anniversary of the date the account was activated. Payment made by Standing Order or PayPal subscription will be taken on the anniversary.

Customers paying by cheque or money order agree to make payment of their balance due within ten (10) days of the Account Statement Date.

Accounts that are thirty (30) days past due will be automatically suspended. All past due and unpaid balances are subject to collection. In the event of collection, you will be liable for costs of collection including attorney's fees, court costs, and collection agency fees.

#### Abuse To Saxton IT Services Staff

Any Abuse to Saxton IT Services Staff will result in termination of account. Refunds will not be given.

#### Billing Cycles (Terms)

Saxton IT Service Yearly (12 months). The Billing Cycle begins on the Plan Activation Date.

#### Account Renewals

In order to insure uninterrupted service to your website, all plans will automatically renew at the end of the plan's Billing Cycle. Plan renewal charges are based on the prevailing rate on the date of renewal according to the service selected. Plans are renewed for the same billing cycle. If you wish to cancel your plan before plan renewal, please refer to the Cancellation section below.

#### Statements

Saxton IT Service does not mail paper invoices or statements. Statements can be viewed and printed through Control Panel.

#### Fees

##### - Returned Checks

Saxton IT Service charges a £10.00 fee for returned cheques. Customers that issue a cheques will be required to submit future payments with a certified cheque or money order.

#### Hosting Plan Changes

Customers electing to change to a lower priced hosting plan on the same platform will be charged a £19.95 downgrade fee. There is no upgrade fee for upgrading to a higher priced plan, however, you will be charged any difference between the setup fee applicable to your new and former plans.

#### Account Splits and Mergers

Saxton IT Service encourages customers to merge hosting plans contained in two or more accounts into one account. There is no fee for this service. Customers may also

request that Saxton IT Service separate one or Compare Plans contained under one account into separate accounts.

### Cancellations

Hosting plans will automatically renew until a plan is cancelled. In order to cancel service, you must contact Saxton IT Service's Support Desk Team. Saxton IT Service's customer service representatives will assist you with the cancellation process. Please be aware that there are no pro-rated refunds after the first 30 days of service.

Cancellation requests must be received by Saxton IT Service a minimum of thirty (30) days prior to the end of your Billing Cycle for dedicated server plans and a minimum of ten (10) days prior to the end of your Billing Cycle for all other plans. Cancellations submitted later than this time may result in automatic renewal of your hosting plan. Cancellations become effective on the day processed by Saxton IT Service. Saxton IT Service is unable to cancel your account effective for a future date. Saxton IT Service will confirm the cancellation request when it is processed. If you do not receive a confirmation, please contact Saxton IT Service as soon as possible.

Saxton IT Service does not monitor, and will not automatically cancel, plans for problems related to domain name transfers, non-usage, Internic, your ISP, or any other secondary issues not directly related to Saxton IT Service's services. Cancellation of services does not relieve the customer from paying any outstanding balance owed on the account. Saxton IT Service reserves the right to cancel any account, at any time, without notice, for any reason Saxton IT Service considers appropriate.

### Billing/Price Changes

Saxton IT Service's policies and prices are subject to change without notice. Any price changes become effective in the next billing cycle.