

Terms of Service

Digital9 are the parent company and service provider to Informationbay.

Use of any **digital9** services constitutes acceptance and agreement to **digital9** AUP (Acceptable Use Policy) as well as **digital9** TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of **digital9** and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Customer understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

Disclosure To Law Enforcement

The AUP specifically prohibits the use of our services for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition **digital9** shall have the right to terminate all service set forth in this Agreement.

Service Rates

Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

Service Payment

Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service, or yearly if the service is being paid for annually.

Payment Failure

The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the Company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Subscriber agrees that the Company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the Company. Subscriber further acknowledges that the Company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the Company be liable for any special or consequential damages, loss or injury.

Domain Names

The Subscriber acknowledges that the Company uses a 3rd party organisation for domain registration, and hence has no control over registration time and/or domain downtime. The Subscriber also acknowledges that the owner will be, and always will be, that of the Company, and DNS updates, web forwarding or other changes must be requested through the Company. If you wish to transfer your domain to a new supplier at a point in the future, you may do this, but you will incur a £10 admin fee for this service. This is to cover the costs of transferring your domain.

SPAM And Unsolicited Commercial Email (UCE)

The Company takes a zero tolerance approach to the sending of Unsolicited Commercial

Email (UCE) or SPAM over our service provider's network. Very simply this means that Subscribers may not use or permit others to use our service provider's network to transact in UCE. Customers may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Violation of the Companies SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, the Company will initiate an immediate investigation (within 48 hours of notification). During the investigation, the Company may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, the Company may, at its sole discretion, restrict, suspend or terminate customer's account. Further, the Company reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. The Company will notify law enforcement officials if the violation is believed to be a criminal offence.

First violations of this policy will result in an "Administrative Fee" of £25 and your account will be reviewed for possible immediate termination. A second violation immediate termination of your account. PLEASE, DO NOT SPAM from your account.

Bandwidth And Disk Usage

Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer and must be fairly distributed over the month. Sites that consume over their limit on a regular basis period will be disabled and client must look into another web hosting provider or more space to accommodate these high bandwidth needs. The Company will monitor Customer's bandwidth and disk usage. The Company shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in the Companies sole and absolute discretion. If the Company takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action.

System Security

Users are prohibited from violating or attempting to violate the security of our service provider's network. Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

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

Violation Notification

The Company is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

First violation: Any User, which the Company determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service

may be subject at the Companies discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

Second Violation: Users that the Company determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

Our service provider reserves the right to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

Service Suspension Or Cancellation

The Company reserves the right to suspend network access to any customer if in the judgment of the Companies network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which the Company chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

The Company reserves the right to amend its policies at any time. Failure to follow any term or condition will be grounds for immediate Cancellation. The Company has the right to refuse service to any client at any time.

Service Indemnification

The Company wishes to emphasize that in agreeing to the **digital9** Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies the Company for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to the Company or its' service provider or the bringing of any claim against the Company by any third-party. This means that if the Company is sued because of a customer's activity, the customer will pay any damages awarded against the Company, plus all costs and legal fees.

Miscellaneous Provisions

You must provide us with, and keep current, good contact information for you. E-mail and telephone contacts are used, in that order of preference.

Any designs, code, PSD files, or any other content produced by The Company for the Client may not, under any circumstances, be resold, given, loaned or in any other way shared with another individual other than that of the payee. All content and code remains the sole property and copyright of The Company, and the Client holds no legal rights over any content.

A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

The Company takes no responsibility for any material input by others and not posted to **digital9** by the Company. The Company is not responsible for the content of any other websites linked to **digital9**; links are provided as Internet navigation tools only. The

Company disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

The Company is not responsible for any damages your business may suffer. The Company does not make implied or written warranties for any of our services. The Company denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by the Company.

It is absolutely forbidden to host illegal content or IRC servers on our service providers accounts, and hence our ftp hosting. Accounts found hosting this material will be subject to immediate cancellation without refund.

Content Responsibility

You, as the Companies customer, are solely responsible for the content stored on and served by your **digital9** account.