

SIMPLY SMARTER MARKETING LIMITED (TRADING AS Simply Smarter Marketing) HOSTING SERVICES TERMS AND CONDITIONS



Our hosting services include:

- **Website hosting**
- **IMAP mailboxes (email accounts)**
- **Domain registration and renewal services**

When you instruct Us to provide hosting services for You, the following Hosting Services Terms and Conditions will apply in addition to Our Terms and Conditions of Business.

For clarity, the terms

'You', 'Your', and 'Client' means the person or company who enters into an arrangement to purchase Hosting Services from Simply Smarter Marketing

'We', 'Us', 'Our', or 'Simply Smarter Marketing', means Simply Smarter Marketing.

When using the Hosting Services, You must comply with Our Hosting Services Terms and Conditions and Simply Smarter Marketing's Terms and Conditions of Business. Any conflict between Our Hosting Services Terms and Conditions and Simply Smarter Marketing's Terms and Conditions of Business, will be resolved in favour of Simply Smarter Marketing's Terms and Conditions of Business.

Data Processing

- In respect of condition 15.5 of Our Terms and Conditions of Business, by using Our Hosting Services You acknowledge that Simply Smarter Marketing may appoint a third-party processor of Personal Data under the Contract.

Service Provision

- You are also responsible for ensuring that all persons who access Our Hosting Services through Your account are aware of these terms and conditions (and in particular Our acceptable use policy).
- Simply Smarter Marketing shall use its reasonable endeavours to make the Hosting Services available to You 100% of the time but because the Hosting Services are provided by means of computer and telecommunications systems, Simply Smarter Marketing makes no warranties or representations that the Hosting Service will be uninterrupted or error-free and Simply Smarter Marketing shall not, in any event, be liable for interruptions of Hosting Service or downtime of the server.

Acceptable Use Policy

- The Website and use of the Hosting Services may be used for lawful purposes only and You may not submit, publish or display any content that breaches any law, statute or regulation. In particular, **You agree not to:**
- use the Hosting Services or the Website in any way to send unsolicited commercial email or 'spam', or any similar abuse of the Hosting Services;
- send emails or any type of electronic message with the intention or result of affecting the performance of any computer facilities;
- publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any Intellectual Property Rights (for the avoidance of doubt this includes licensed software distributed as Warez), via the Hosting Services or on the Website;
- threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
- engage in illegal or unlawful activities through the Hosting Services or via the Website;
- make available or upload files to the Website or to the Hosting Services that You know or suspect to contain a virus, worm, trojan, or corrupt data; or
- obtain or attempt to obtain access, through whatever means, to areas of Simply Smarter Marketing's network or the Hosting Services which are identified as restricted or confidential. This includes leaving your home directory whilst using SSH access to servers;
- operate or attempt to operate IRC bots or other permanent server processes;
- You take full responsibility for the content of the Website. For

the avoidance of doubt, Simply Smarter Marketing is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Hosting Services;

- if You fail to comply with this Acceptable Use Policy, Simply Smarter Marketing shall be entitled to withdraw the Hosting Services and terminate Your account without notice.

Data Transfer, Server Usage and Webspace Usage

- Web hosting accounts include a certain amount of data transfer, if you exceed this amount in any one month Your account will be deactivated until You have upgraded to an account that has more data transfer included.
- Web hosting accounts are prohibited from hosting file distribution websites (including but not limited to music, video and software), adult content orientated websites, hosting banners, graphics or CGI scripts for other websites, storing pages, files or data as a repository for other websites or personal computers, giving away web space under a domain, sub domain or directory.
- Should Your account use more than 5% of the server's processing power and as a result have a detrimental effect on other Clients, We will discuss with You alternative solutions for Your hosting requirements.
- Unlimited web space is available for genuine website content; content must be linked into web pages. You are prohibited from using the server as a file/backup repository. You are expected to employ good housekeeping when maintaining Your account.
- Simply Smarter Marketing and/or its service providers, shall maintain control and ownership of any IP addresses that are assigned to You as part of the Hosting Services and reserves the right in its sole discretion to change or remove any and all IP addresses.
- Where Simply Smarter Marketing and/or its service providers, changes or removes any IP address it shall use its reasonable endeavours to avoid any disruption to You.
- Mailboxes (email accounts) not accessed for 100 days or more will be deleted from the system.

Alterations and Updates

- All alterations and updates to the Website shall be made by You using the online account management facility, FTP access or SSH access where available. You will be issued with a username and password on request, in order to access the account. You must take all reasonable steps to maintain the confidentiality of this username and password. If You reasonably believe that this information has become known to any unauthorised person, You agree to immediately inform Simply Smarter Marketing and the password will be changed.
- Simply Smarter Marketing are not responsible for customer programming issues other than ensuring that programming languages such as Perl, PHP and ASP are installed and functioning on the hosting platform.

Site Security, Updates and Backups

- It is Your responsibility to ensure that all Content Management Systems (CMS systems), components, plugins and software are maintained.
- Simply Smarter Marketing will not be responsible or held liable for technical errors due to outdated or poorly maintained sites.
- Simply Smarter Marketing reserve the right to remove any site, files or systems that pose a security risk due to poor maintenance or outdated Content Management Systems (CMS systems), components, plug-ins and software.
- Simply Smarter Marketing carries out data backups for use by Simply Smarter Marketing in the event of systems failure. Simply Smarter Marketing do not provide data restoration facilities for individual customers. Even though every effort is made to ensure data is backed up correctly Simply Smarter Marketing accepts no responsibility for data loss or corruption.
- Our service provider will follow their archiving procedures for the data stored on servers.
- We will not be responsible for any loss, destruction, alteration or disclosure of Your Material caused by You or any third party.

- Due to the public nature of the Internet, We shall not be liable for the protection of the privacy of electronic mail or any other information transferred through the Internet or via any network provider.
- No guarantee or representation is given that the Hosting Services will be free from security incidents or unauthorised users.
- You are advised to acquire business interruption insurance, or other appropriate insurance, to protect You and Your business in the event of interruption of the Services (in particular the Hosting Service).

Support

- We will help resolve any problems You have with the provision of Hosting Services.
- We will not provide programming or Website maintenance support to You as part of Our Hosting Services.
- We do not provide telephone technical support. Support is provided via email support@simplysmartermarketing.uk.

Intellectual Property Rights

- You retain all Intellectual Property Rights in Your material, and You grant to Us a worldwide, non-exclusive, royalty free licence to use, store and maintain Your material on Our servers and publish it on the Internet for the purpose of providing the Hosting Service to You.
- You warrant that Your material does not infringe the Intellectual Property Rights of any third party and You have the authority to grant the licence to Us. We and/or Our service providers may make such copies as may be necessary to perform Our obligations, including making back-up copies of Your material.
- You will defend, indemnify and hold Us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Your use of the Hosting Services or of any claim or action that Your material infringes, or allegedly infringes, the Intellectual Property Rights of a third party.
- If You download software from Our website, We grant You a non-exclusive, non-transferable royalty free licence to use that software for the purpose set out on Our website in relation to that software. Such licence will automatically terminate when We terminate providing the Hosting Services to You.
- Any third-party software that You download from Our website shall be licensed to You on the standard software licence terms of the owner of the Intellectual Property Rights in that third-party software as those licence terms are notified to You at the time You download such software.
- Our service provider retains all Intellectual Property Rights in the Hosting Services (other than in Your material) and Our software. You must not decompile, disassemble the Hosting Services or Our software.

Termination

- All services will renew until cancelled by You.
- You must notify Us at least 5 Business Days before a service is due to be renewed if You wish to cancel that service.
- Pro-rata refunds will not be issued for annual services that are cancelled before the end of the year.
- Simply Smarter Marketing shall have the right to terminate Hosting Services with immediate effect by notice in writing to You if You fail to make any payment when it becomes due.
- A breach of either these terms, including the Acceptable Use policy or Our Terms and Conditions of Business, will entitle Us to terminate the provision of Hosting Services to You.
- If We cancel the Hosting Services, We will refund to You the price You have paid for the Services on a pro-rata basis for the unexpired Minimum Term.
- On termination of Hosting Services all data held in Your account will be immediately and permanently deleted from Our system.
- Accordingly, You are strongly advised to make appropriate copies of such data before You cancel Your Hosting Services.

Domain Name Registration

- We will endeavour to procure the registration of the domain name You request.
- We will not be liable in the event that the relevant domain name registry refuses to register the domain name You request, or subsequently suspends or revokes any registration for that domain name.
- We shall not act as your agent or on your behalf in any dealings with domain name registry.

- The registration of the domain name you request and its ongoing use is subject to the relevant domain name registry's terms and conditions of use, which You should consider.
- Please review terms and conditions and related materials for individual domain name registrars.
- [.EU Terms and Conditions \(External\)](#)
- [Tucows Registration Agreement \(External\)](#)
- [CIRA Registrant Agreement \(External\)](#)
- [.SCOT Terms and Conditions](#)
- [.UK Terms and Conditions](#)
- [ICANN's Registrants' Benefits and Responsibilities \(External\)](#)
- [ICANN's Domain Registrants' Benefits and Responsibilities \(External\)](#)
- [ICANN's Registrant Educational Materials \(External\)](#)
- [Uniform Domain Name Dispute Resolution Policy \(External\)](#)
- [.NAME Terms and Conditions \(External\)](#)
- You are responsible for ensuring that You are aware of the terms so that You can comply with them.
- The domain name You request will only have been successfully registered when You appear as the registrant on the appropriate 'whois' database of the top-level domain name registrar.
- We shall have the absolute discretion to require You to select a replacement domain name to the one you have requested to be registered, and may suspend or terminate Our performance of the Domain Registration and Renewal Service, if, in Our opinion, there are reasonable grounds for Us to believe that Your current choice of name is, may be, or is likely to be in bad faith, breach of the provisions of these terms and conditions or any legal or regulatory requirement.
- You confirm and warrant that You are the owner of any trademark in any domain name (or have the authority of the owner of any trademark to use such name) that You have requested be registered.
- You confirm and warrant that You are the legal owner of any domain name (or have the authority of the legal owner to use such domain name) supplied by You, or otherwise authorised by You, for use as a domain name in connection with any Website in relation to which the Hosting Service supplied to You is used.
- Once the domain name has been successfully registered, it will need to be renewed periodically to ensure You retain your registration of it. We will send You renewal notices/invoices not less than 20 Business Days before the renewal date of Your registered domain name. These notices will be sent to the email address then registered against Your Account.
- You acknowledge and agree that We may place a number of locks on any domain registered with Us either at the time of registration or at any time thereafter and without further notice to You.

