

# **WEB HOSTING SERVICES – SERVICES SCHEDULE**

## **Schedule 3**

### **1. THIS SCHEDULE - INTERPRETATION**

- 1.1 The terms of this Web Hosting Services – Schedule of Services (“Schedule 3”) apply together with, in addition to and form part of the Master Services Agreement.
- 1.2 This Schedule 3 relates to the provision, receipt and use of the Web Hosting Services.
- 1.3 The terms and expressions used in this Schedule 3 have the same meanings given to them in clause 37 of the Terms & Conditions of the Master Services Agreement.
- 1.4 Unless otherwise specified, a reference contained in this Schedule 3 to a clause will be a reference to a clause in this Schedule 3.

### **2. WEB HOSTING SERVICES**

- 2.1 If specified in an accepted Service Order Form, the Company will provide Web Hosting Services to the Customer in accordance with the terms and conditions of this Agreement.
- 2.2 The Web Hosting Services will consist of the provision of access to a discrete portion or portions of a server which is shared with other customers of the Company.
- 2.3 The servers used in the provision of the Web Hosting Services will form part of the Company’s Equipment.

### **3. COOLING OFF PERIOD**

- 3.1 Each order for Web Hosting Services is subject to a 14 day cooling off period in which the Customer may terminate a Service Order Form submitted to the Company.
- 3.2 The Customer may withdraw its Service Order Form or otherwise terminate the relevant Supply by giving the Company notice in writing to that effect by no later than 5pm on the 14th day after the date upon which the Service Order Form was submitted to the Company by the Customer.

### **4. CUSTOMER’S OBLIGATIONS**

- 4.1 The Customer:-
  - (a) must use, and ensure that the Customer’s Representatives use, the Web Hosting Services in accordance with this Schedule;
  - (b) must monitor the use of the Web Hosting Services by the Customer’s Representatives, including by monitoring the record logs regarding usage, to ensure that there is no memory overload caused by the Customer’s Representatives, among other things;

- (c) is responsible for the Customer’s Data and all other information and data of any kind transmitted through and stored in the Company’s Equipment at all times;
- (d) is responsible for its own content development and for all aspects of any relationship that the Customer may have with any content developers;
- (e) is fully responsible for its conduct, and the conduct of the Customer’s Representatives, the Customers Equipment and end-users, whilst accessing and using the Network Services;
- (f) is fully responsible for the content of all data stored and/or transmitted by the Customer’s Representatives;
- (g) must provide the Company with full access to the Company’s Equipment forming part of the Web Hosting Services at all times, including providing any passwords which may inhibit such access, to enable to the Company to properly maintain the relevant Equipment; and
- (h) grants to the Company a limited non-exclusive licence to copy, store, upload, display and distribute the Customer’s Data and all other information and data on the Company’s Equipment in relation to the Web Hosting Services to enable the Company to effectively and efficiently provide the Web Hosting Services.

### **5. BACKUPS**

- 5.1 The Company may perform daily backups on all of its own Equipment for its own purposes. The Company will not perform backups on the Customer’s Equipment. It is the Customer’s responsibility to arrange or perform its own backups on its own Equipment.
- 5.2 The Company will not restore files which the Customer’s Representatives or any other person has deleted or modified and the Company is not responsible for lost data, time, income or any other resource due to faulty backups or no backups being carried out.

### **6. PROGRAMS**

- 6.1 The Company prohibits, and the Customer’s Representatives must not use or attempt to use,-
  - (a) programs which run continuously in the background;

- (b) any chat or topsite programs;
  - (c) IRC or IRC bots; and
  - (d) Bit Torrent and other peer-to-peer programs/servers,
- on any of its Equipment.

## **7. WEB HOSTING SERVICES SERVICE LEVELS**

- 7.1 No Service Levels apply to Web Hosting Services.