

(This document is to be used in conjunction with our Hosting Agreement)

Hosting Terms and Conditions - 2007

Johnson Software Design Limited ("JSD") provides World Wide Web page hosting.

Hosting overview:

SQL hosting: £250 / year + VAT
Basic hosting: £100 / year + VAT

Support: POA

Server User

Accounts are to be used by the primary owner only. Account holders are not permitted to resell, store or give away web-hosting services of their website to other parties. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified and personal ads.

JSD reserves the right to refuse service and/or access to its servers to anyone.

JSD does not allow any of the following content to be stored on its servers:

- **Illegal Material** - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any National or Local regulation.
- **Adult Material** - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Johnson Software Design Ltd Limited.
- **WareZ** - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

JSD reserves the right to suspend or cancel a customer's access to any or all services provided by JSD at its sole discretion if it is decided that the account has been inappropriately used or otherwise.

Unlimited Usage Policy

High bandwidth usage: JSD offers a high use policy by maintaining very large ratios of bandwidth per customer. In rare cases, JSD may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, JSD reserves the right to impose the High Resource User Policy for the consideration of all customers.

High Resource User Policy

Resources are defined as bandwidth, hard disk and processor utilization. JSD may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available JSD reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby JSD continues hosting the website for an additional fee.

Spam Guidelines

Unsolicited email (spam) is considered an unacceptable use of a domain. Whether the unsolicited email originates directly from the Customers, web space area or otherwise, abuse reports received concerning a domain may result in suspension or closure of the service without refund.

Payment Policies

All accounts are set up on a prepay basis. Although JSD reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment. Payment is due each anniversary year following the date the account was established.

All renewal payments must be received at least 14 days in advance of the renewal date to ensure that no disruption to the service is incurred. JSD reserves the right to suspend this and other services until any outstanding debt is cleared. JSD will not be responsible for any data lost due to non-payment closure of an account. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

Failure of the customer to fully pay any invoice within 30 days after the applicable due date shall be deemed a material breach of these Terms and Conditions justifying suspension of the performance of the Services by JSD, and will be sufficient cause for immediate termination of this agreement.

JSD may withdraw the Web Site from the World Wide Web (if hosted by or on behalf of the JSD) forthwith in this event. Any such suspension does not relieve the customer from paying past-due fees plus interest. The customer shall be liable for any costs associated with such fee recovery, including, but not limited to, legal costs, court costs, and collection agency fees.

Cancellation and refunds

Fees charged on a prepay basis are non-refundable.

Indemnification

The customer agrees that it shall defend, indemnify, save and hold JSD harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against JSD, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the customer, its agents, employees or assigns.

The customer agrees to defend, indemnify and hold harmless JSD against liabilities arising out of;

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Johnson Software Design Ltd Limited' server;
- (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
- (3) copyright infringement and
- (4) any defective products sold to customer from JSD's server.

Disclaimer

JSD will not be responsible for any damages your business may suffer. JSD makes no warranties of any kind, expressed or implied for services we provide. JSD disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non deliveries, wrong delivery, and any and all service interruptions caused by JSD and its employees. JSD reserves the right to revise its policies at any time.

Maintenance

Unless a separate maintenance agreement has been agreed with the customer, for the duration of the hosting JSD, any changes to the website will be charged for at an agreed rate.

The customer shall submit to JSD written notification of any changes or additions required in detail, along with all text, images and other content at least five working days before such changes or additions are required to be uploaded to the world wide web.

JSD shall use commercially reasonable efforts to implement such changes and additions.

Upon completion, if the customer has not made any requests for revisions by the end of 14 days such changes or additions shall be deemed accepted.