

E-levation.net

Email and Web Services Terms and Conditions

Where the context admits: "We" includes E-levation.net or any party acting on E-levation.net's implicit instructions. "You" includes the person purchasing the services or any party acting on the customer's instructions. "The Registrant" includes the person applying for a domain name or any party acting on the Registrant's instructions. "The Registry" the relevant domain names Registry. "Server" means the computer server equipment operated by us in connection with the provision of the Services. "Web Site" means the area on the Server allocated by us to you for use by you as a site on the Internet. In consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this agreement:

Domain Name Registration:

1 We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.

2 The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

3 We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

4 We shall not release any domain to another provider unless full payment for that domain has been received by us.

Web Site Hosting And Email

1. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.

2. You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.

3. You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that.

3.1. You will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

3.2. You will not post, link to or transmit:

- (a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.
 - (b) any material containing a virus or other hostile computer program.
 - (c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.
- 3.3. You will not send bulk email whether opt-in or otherwise from our network. Nor will you promote a site hosted on our network using bulk email.
- 3.4. You will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.
4. We reserve the right to remove any material which we deem inappropriate from your web site without notice. We do not host Warez or illegal MP3 content.
5. You shall keep secure any identification, password and other confidential information relating to your accounts and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.
6. You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers.
7. You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.
8. In the case of an individual User, you warrant that you are at least 16 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 16 years.
9. While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for nonreceipt or misrouting of email or for any other failure of email.

Service Availability

- 1 We shall use our reasonable endeavours to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.
- 2 We shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 7 days you will be notified of the reason.

Email and Web Services Termination

- 1. If you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.
- 2. If you break any of these terms and conditions we may suspend the Services and/or terminate this Agreement forthwith without notice to you.
- 3. If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you.

4. No refunds will be made for Services suspended in accordance with 1, 2 and 3.
5. No refunds will be made for unused pre paid Services.
6. We reserve the right to suspend the Services and/or terminate this Agreement with regard to Email and Web services at any time.
7. You may cancel Email and Web Services upon thirty (30) days written notice.
8. On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data located on it.

Indemnity

1. You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

Revisions

1. We reserves the right to revise, amend, or modify these Terms and Conditions, and any of our other policies and agreements at any time and in any manner.

Notices

1 Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

Law

This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such

matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

General Working Agreement

Agreement between E-levation.net (Developer) and (Client).

The client is subject to the following terms and conditions.

General Working Agreement:

This document defines the terms and conditions of our working relationship. All projects or services that DEVELOPER may be contracted to produce or provide for CLIENT will be subject to the following:

Payment Terms:

Payment on receipt of invoice

Website Updates:

Minor site updates will be commenced within 24 hours of receipt of email instruction. On evenings, weekends, bank holidays, holidays and other agreed times the 24 hours period starts from 9am on the next working day. Excluding holidays, dates nominated by the developer and other agreed times. Update requests are accepted by email only.

Website and MultiMedia Development:

Development will be booked in advance with delivery date agreed by both the developer and client. All materials required will be delivered to developer two weeks (or other pre-agreed timescale) in advance of delivery date to allow time for development.

Production Schedules:

Production schedules will be established and adhered to by both developer and the client. Where production schedules are not adhered to by the Client, final delivery date or dates will be adjusted accordingly.

Bookings, Notice And Cancellations:

Agreed production schedule deadlines constitute a booking for that day/s. Cancellation fee of one days fee shall apply for each day concerned should client change delivery date at short notice i.e. on day booked.

Working Hours:

Working hours are 9am to 5pm Monday to Friday excluding holidays and other agreed or published days.

Priority Requests:

Priority scheduling and development requests, where agreed, requiring evening (6 pm onwards) and weekend overtime work, will incur a markup of 100% on the standard rate.

Support:

Support is by email only. E-levation.net does not provide telephone support and accepts calls in emergencies only. Telephone support can be purchased as an additional service.

Materials Supply:

Copy should be supplied in a spell checked, word processed document. Images should be supplied as email attachments. Audio files to be supplied via ftp or other online service.

Nature Of Copy:

Client agrees to exercise due diligence in its direction to developer regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, servicemark, copyright, logo usage and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare. Developer accepts no responsibility when acting on the instructions of a customer for any infringement whatsoever of copyright or registered design.

Errors And Omissions:

It is the CLIENT'S responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations prior to release for publication or other implementation. Developer is not liable for errors or omissions. Transmission of files by any means to the Developer by you or your authorised representative constitutes the release of an authorised proof.

Domain Names:

Whilst Developer shall expeditiously seek domain registration, Developer shall not be liable in the event of the domain having been registered by some other person by the time the Developer seeks registration, in which event a full refund will be paid to the client without any other liability on the part of the Developer for loss by the client.

Force Majeure:

Developer accepts no responsibility for delay, loss or damage caused by circumstances beyond their control including website and email availability.

Indemnity:

Client will indemnify and hold Developer harmless for any loss or expense (including legal fees), and agree to defend Developer in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against CLIENT and any of its products and services arising from the publication of materials that we prepare and you approve before publication.

Term and Termination:

The term of this agreement will continue for work in progress until terminated by either of us upon thirty (30) days written notice. If you should direct us at any time to cancel, terminate or "put on hold" any previously authorized purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result. Upon termination of this agreement, Developer will transfer to Client all your property and materials in our control and for which you have paid.

Email and Web Services:

In accordance with Email and Web Services Terms and Conditions (Pages 1-4 above).