

Media Vision Website Hosting Terms & Conditions

1. Definitions

"We" and "Us" includes Media Vision (Design) Ltd. or any party acting on the implicit instruction of Media Vision (Design) Ltd.. "You" includes the person purchasing the services or any party acting on the customer's instructions. "Services" means domain name registration, Website hosting, email and any other service or facility provided by us to you. "Server" or "Network" means the equipment utilised, leased, rented or owned by Media Vision (Design) Ltd. necessary to facilitate the provision of the Services. "Website" means the physical space allocated to you for use as a site on the internet.

2. Website Hosting And Email

2.1. 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.

2.2. We recommend that you effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.

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

2.3.1 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.

2.3.2 you will not post, link to or transmit:

- (a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, 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.

2.4 You shall keep secure any identification, password and other confidential information relating to your account 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.

2.5 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.

2.6 You shall procure to transmit all data to, from, or within our networks and equipment in accordance with applicable legislation, our Terms And Conditions, our Acceptable Use Policy, and in a secure manner.

2.7 You accept our right to modify the conditions of this agreement at any time and without notice.

2.8 Any access to other networks connected in any way to the services offered by Media Vision (Design) Ltd. must comply with the rules appropriate for those other networks.

2.9 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 and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.

2.10 We reserve the right to take any measure required to stop harmful or negligent activity, comply with legal instruction and/or inform our customer of such activity. These measures may include, but are not limited to, removal, duplication, screening or blocking access to data and denying access to, or termination of, services and agreements.

3. Service Availability

3.1 We shall use every reasonable endeavour 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. All cases will be assessed on an individual basis and recompense for any failure of the server or associated networks and equipment may be granted at our discretion.

3.2 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 6 hours we will endeavour to notify you of the reason.

4. Payment

4.1 All payments are to be made in Pounds Sterling, unless otherwise stated and agreed by both parties.

4.2 All charges payable by you for the Services shall be in accordance with the scale of charges and rates published by us on our Website and shall be due and payable in advance of our service provision.

4.3 Charges shall be debited automatically from your PayPal account or the nominated credit card and/or invoiced for payment subsequent to the specified due date, the anniversary date, or placement of an order.

4.4 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid within 7 days of the due date, we shall be entitled forthwith to suspend the provision of Services to you. The service shall be deemed to be active during this period of suspension and any fees incurred during this period shall be charged accordingly.

5. Intellectual Property Rights

5.1 You shall obtain any and all necessary consents and clearances to enable you lawfully to make use of all and any intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of your proposed domain name.

5.2 This Agreement does not transfer from Media Vision (Design) Ltd. to You any Intellectual property belonging to Media Vision (Design) Ltd., and all rights, titles and interest in and to such property will remain solely with Media Vision (Design) Ltd..

5.3 This Agreement does not transfer from You to Media Vision (Design) Ltd. any Intellectual property belonging to You, and all rights, titles and interest in and to such property will remain solely with You.

6. Communications

Your acceptance of these Terms and Conditions implies consent to receive communications from Media Vision (Design) Ltd. , or any party acting on the implicit instruction of Media Vision (Design) Ltd., relating to the service(s) provisioned for you or ordered by yourself.

7. Indemnity

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.

8. Termination

8.1 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.

8.1.1 Should we attempt to recover said due sums by means of a debt collection agency, you will be liable for any and all collection costs arising from such action.

8.2 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 terminate this Agreement forthwith without notice to you.

8.3 If you breach any of these terms and conditions or those contained within our Acceptable Use Policy, we may terminate this Agreement forthwith and without notice.

8.3.1 Should your activity be, in the opinion of Media Vision (Design) Ltd., detrimental to the performance of the network, or be detrimental in any way to other users of internet services, we may terminate this agreement forthwith and without notice.

8.4 Completion and settlement of account termination and/or refund proceedings should be expected no sooner than a minimum of 7 working days from initiation, however we may expedite this process when deemed necessary.

8.5 On termination of this Agreement or suspension of the Services we shall be entitled immediately to block, remove, or modify any data you have stored on, or are transmitting through our network. We may, at our discretion, hold such data for such period as we may decide, to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us.

8.6.1 Furthermore, upon termination of this agreement, no refund or credit shall be deemed payable to you without mutual agreement and all outstanding sums shall remain payable to Media Vision (Design) Ltd., irrespective of the period to which they apply.

9. Limitation Of Liability

9.1 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.

9.2 Nothing in these terms and conditions shall exclude our liability for death or personal injury directly resulting from our negligence.

9.3 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim.

9.4 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.

9.5 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

10. Notices

Any notice to be given by either party to the other must be sent by email 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 shall unless the contrary is proved be deemed to be received on the day it was sent.

11. Law

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

12. Headings

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

13. 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 explanation or 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.

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Registered Company no: 4614961

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