

Terms and Conditions

1. Definitions

1.1 In this Contract:

"Services" means domain name registration, web site hosting, email and any other service or facility provided by us to you.

"Server" means the computer server equipment operated by us in connection with the provision of the Services.

"the customer" means the customer with whom Lazery Attack makes this contract including a person reasonably appearing to Lazery Attack to act with that customer's authority

"WWW" means World Wide Web service available on the Internet;

"Domain names" means Internet addresses which have been registered with the central registration authorities on the Internet on behalf of the customer;

"Upload" means transfer computer files to the Lazery Attack computer system for publication on the Internet, WWW;

"Commencement date" means the date of Lazery Attack acceptance of the customer's order specified by the order date on the customer invoice

"This contract" means the contract between the customer and Lazery Attack incorporating these terms and conditions;

"Web site" means the area on Lazery Attack computer system allocated to the customer for the purpose of this order;

"Hosting" means the making available of the customers' domain name to the Internet community;

"Renewal Date" means the date of renewal of this contract between the customer and Ardesco Solutions Ltd, as defined on the customer application form;

"Megabyte" (MB) means 1,048,576 bytes or characters of information;

"Gigabyte" (GB) means 1,073,741,824 bytes or characters of information;

"Gigabit" (Gb) means 1,000,000,000 bits of character information;

"Megabit" (Mb) means 1,048,576 bits of character information;

"Illegal" means any act or acts which are capable of breaching the criminal law of the UK.

1.2 Any words in the singular include the plural and vice versa. All definitions, notes, terms and conditions referred to in this contract form part of the contract as if they were expressly set out in it.

2. Provision of Services

2.1 This contract covers the provision of service by Lazery Attack to the customer. It supersedes and takes precedence over any previous written or oral representations given or made by Lazery Attack or any representatives of Ardesco Solutions Ltd. In agreeing to the provision of the services, the customer is deemed to have read and understood these terms and conditions.

2.2 Any date proposed either by the customer or Lazery Attack for the provision of services to be treated as an estimate only and Lazery Attack accepts no liability for any failure to meet it.

2.3 Unless Lazery Attack receive a notice in writing from the customer terminating this contract at any time prior to the renewal date, the customer will be deemed to renew the contract for the period covered by the issued renewal notice and be subject to the terms and conditions referred to herein.

2.4 Lazery Attack reserves the right to alter or amend its terms and conditions by giving seven days' prior notice to the customer. Notice will be deemed to have been given by Lazery Attack by displaying the notice on the web site of Lazery Attack that can be found at www.ardescosolutions.com.

2.5 Notwithstanding the above, the customer will grant Lazery Attack permission to deduct any funds due at the date of renewal from previously supplied payment information.

2.6 SERVER USE: Personal accounts are to be used by the primary owner only. Personal 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 ads, and personal ads. You must not divulge your username or password to any other person, and you should take reasonable precautions to ensure that other people do not discover it. Customers may however resell our Reseller packages. Lazery Attack reserves the right to refuse service and/or access to its servers to anyone.

3. Customer Responsibilities

3.1 It is the customer's obligation to ensure that they do not upload any viruses or malicious software to the web space provided by Ardesco Solutions Ltd. The customer must not, knowingly or otherwise, allow viruses or malicious software to propagate across the internet from their web space which is on an Lazery Attack Server.

3.2 It is the customer's obligation to ensure that any material being uploaded is not in breach of copyright. Lazery Attack accepts no responsibility for the customer's actions in either uploading material to the WWW or in the customer's transferral of any material to other Web sites.

3.3 The customer agrees not to upload any material which would be considered to be in breach of the criminal laws of the UK. Lazery Attack reserve the right to randomly inspect Web sites and in the event that any unauthorised material has been uploaded to that Web site, Lazery Attack reserve the right to inform the authorities and to terminate this contract forthwith.

3.4 The customer agrees that it shall not cause or permit or in any way assist in any unauthorised publication, any dissemination of any defamatory material or any material which could be considered to be in breach of the criminal laws of the UK.

3.5 The customer agrees to keep secure the login name and password (or any subsequent passwords used) specified on the application form and not to pass that information to any unauthorised person. In the event of the customer's login name and password being used by any unauthorised person, Lazery Attack accepts no responsibility and the customer will be liable for additional charges arising therefrom.

3.6 The customer is only entitled in this contract to transfer the amount of data set out in the purchase order. Any transfer in excess of this figure will be denied.

3.7 The customer agrees that they will not perform any action that will result in the reduced performance of Lazery Attack servers to the detriment of other users.

3.8 The customer agrees that they will not commit any act whereby access is gained by the customer to any information or resources of any body corporate or person, individual, partnership, government agency, national institution, charity or recognised organisation without first having obtained authority from those persons or institutions.

3.9 The customer agrees not to use Lazery Attack servers to send unsolicited or spam e-mail to other Internet users. Failure to meet this obligation would result in the termination of this contract without refund.

3.10 The customer agrees not to use our systems either directly or indirectly in a way that would have a detrimental effect on network performance.

3.11 The customer agrees that they will not do any act or omission, the result of which would have the effect of bringing Lazery Attack into disrepute.

3.12 NEWSGROUPS: You may not send unsolicited posts to newsgroups to advertise your web site or services except where such posts are expressly permitted.

3.13 MISUSE OF RESOURCES: Including but not limited to employing applications which consume excessive CPU time, memory or storage space. Web proxy and mailing list scripts are not allowed on our network under any circumstances. CGI based message forums which use flat file databases are often found to use excessive system resources, to avoid disappointment please use a PHP/ASP message forum. Any applications which maintain a constant FTP connection are forbidden.

3.14 BACK-UPS: Lazery Attack will not back-up your website data on a regular basis; it is recommended that you keep an independent backup of all data stored on your virtual server as we are unable to restore individual files on request.

4. Service Availability

4.1 We shall use our reasonable endeavours to make available to you at all times the Servers and the Services you have ordered but we shall not, in any event, be liable for interruptions of Service or down-time of the Server that fall within our guaranteed availability of 99.5% uptime.

4.2 We shall have the right to suspend the Services at any time and for any reason, you will be given notification and you will be notified of the reason prior to suspension of Services.

4.3 The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you. No more than five log-in sessions under any one account may be used at any time by you. If you have multiple accounts, you are limited to one login session per system account at any time; user programs may be run only during log-in sessions. If your account is found to have been transferred to another party, or shows other activity in breach of this sub clause, we shall have the right to cancel the account and terminate the Services and/or this Agreement immediately.

5. Contract Period

Payment

5.1.1 All Accounts (individual named accounts of customers) are set up on a Prepay Period "Commencement Fee" basis. No work will be carried out until payment has been received and cleared in the Lazery Attack account. Lazery Attack accepts no liability for delayed completion or delivery of the site arising as a result of late payment.

5.1.2 If any cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.

5.1.3 All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site and shall be due and payable in advance of our service provision.

5.1.4 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you.

5.1.5 Payment is due each anniversary year or month following the date the account was established.

5.1.6 Although Lazery Attack reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of your contract.

5.1.7 In the event that payment for hosting is late or declined Lazery Attack reserves the right to remove the Customer's site from the web servers until payment has been received and cleared into the Ardesco Solutions Account. Lazery Attack accepts no liability for any loss or trade revenue in such eventualities.

5.1.8 In the event that payment for hosting is not received within 14 days of the due date Lazery Attack reserves the right to sell all unpaid for elements of the website (including bespoke systems) to any interested third party.

5.1.9 All invoices will be sent directly to the Customer via email (unless otherwise agreed by Lazery Attack and the Customer).

5.1.10 All payment is in UK sterling.

5.1.11 Lazery Attack accepts no responsibility for any financial loss due to the fraudulent use of credit cards by third parties and recommends the Customer obtains its own insurance against such financial loss.

Termination / Cancellations

5.2.1 The Client shall be permitted to cancel an order of Services without reason within 7 days of the date of the order. Lazery Attack shall refund all sums paid made by the Client in full within 30 days of the notice of cancellation. The client accepts that cancellation of services including renewals and such after 7 days of the date of order cannot be refunded.

Refunds

5.3.1 On receipt of a valid cancellation notice, Lazery Attack will, at its sole discretion, refund unused time paid, and then only full calendar months of time.

5.3.2 A cancellation notice must be received within seven days of a renewal period in order for a cancellation to be processed prior to a renewal payment being taken.

5.3.3 Should a cancellation notice be received within seven days of a renewal period then an administration charge may be applied to any refund issued with the sole exception of refunds issued in line with our thirty day money back guarantee, in which case no fees are payable.

Service Credit

5.4.1 If Lazery Attack should fail to supply the service(s) detailed in your contract, Lazery Attack will give the customer a rebate of 10% of the monthly subscription. For every additional 4 hours that services are unavailable, you will receive an additional 5% rebate up to a maximum total of 100% of your subscription charge..

6. Complaint Procedure

Complaint handling is intended to be fair, confidential and effective. If you have a complaint about our service, simply call us on 0870 766 9599 or email complaints@ardescosolutions.com and we will respond within 5 working days. We will always keep you informed of any issues with your website - this is one of the ways in which we improve our service.

7. Limitation of Liability

The Customer shall agree that Lazery Attack (which shall include any financially associated company) shall not be liable for any special, indirect, incidental, exemplary, punitive or consequential damages or any damages

resulting from loss of profits, arising out of or in connection with this Agreement, even if Lazery Attack had been advised of the possibility of such damages, and in particular Lazery Attack shall not be liable for:

7.1 loss or suspension of the Customers domain name.

7.2 use of the Customer domain name registration.

7.3 any fiscal loss or otherwise of the customer project as a profit making project.

7.4 interruption of your business.

7.5 non-delivery, mis-delivery, corruption, destruction, or modification of data.

7.6 processing of an application for domain name registration.

7.7 any breach of the Data Protection Acts by the Customer.

7.8 events beyond the reasonable control of Ardesco Solutions Ltd.

8. Notices

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.

9. Use of your Information

As part of the registration process, you may be required to provide certain information and to update this information to keep it current, complete and accurate. This information includes:-

- Your full name
- Postal address
- E-mail address
- Telephone number

Lazery Attack will only collect personally identifiable information to the extent deemed reasonably necessary to serve our legitimate business purposes, and Lazery Attack will maintain appropriate safeguards to ensure the security, integrity and privacy of the information you have provided. In addition, Lazery Attack will take reasonable steps to assure that third parties to whom Lazery Attack transfer any data will provide sufficient protection of that personal information.

You acknowledge that providing inaccurate information or failing to update information promptly will constitute a material breach of these Terms & Conditions.

We respect your privacy. Lazery Attack will not sell, rent, or disclose your personal information to other companies. Lazery Attack will not use your e-mail address to send you spam. Lazery Attack may use a mailing list to send you service updates in the future, however, you will be offered the chance to opt out of these communications.

Lazery Attack reserves the right to publish any statistics connected to their Services. The information published may be derived from server logs or any other means necessary. However, this will not contain any private information

from our databases.

10. 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.

11. Force Majeure

Lazery Attack is not liable for any breach of this contract if the breach was caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of terrorism, acts or omissions of government, highway authority or other competent authority, Lazery Attack compliance with any statutory obligation, industrial disputes of any kind (whether or not involving Lazery Attack employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omission of persons whom Lazery Attack is not responsible (including in particular other telecommunication service providers), or any other cause whether similar or dissimilar outside Lazery Attack reasonable control.

12. Entire Agreement

These terms and conditions together with your contract 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.

The customer agrees to these terms & conditions upon subscription to Lazery Attack services. This does not affect your statutory rights as a consumer.

Lazery Attack is a registered trading name of Ardesco Solutions Ltd

+