



## **PressPoint Media Ltd Website Hosting Terms & Conditions**

The following terms and conditions apply to all website hosting services provided by PressPoint Media Ltd to the Client.

### **1. Acceptance**

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote and/or makes any payment for services, then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

### **2. Charges**

Charges for services to be provided by PressPoint Media Ltd are defined in the project quotation that the Client receives via e-mail, verbally during an initial meeting, or via pro-forma invoice. Quotations are valid for a period of 30 days. PressPoint Media Ltd reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all hosting services are to be paid yearly, or six monthly in advance commencing on the site being made live.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to PressPoint Media Ltd and sent to PressPoint Media Ltd, The Old Dairy, Watton Road, Hingham, Norfolk NR9 4NN. Bank details are: Account Name: PressPoint Media Limited, Sort Code: 30-92-88. Account number 01677428. Payment via card is also accepted; a card payment link is attached to the invoice email.

Please read these terms of use carefully before you start to use our hosting services. By using our services, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our services.

### **3. Accessing our hosting services**

Access to our hosting services is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide without notice. We will not be liable if for any reason our hosting is unavailable at any time or for any period.

### *3.1 Our liability*

We do not accept any liability for any direct, indirect or consequential loss or damage incurred by any client in connection with our hosting services or in connection with the use, inability to use, or results of the use of our hosting services, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue
- loss of business
- loss of profits or contracts
- loss of anticipated savings
- loss of data
- loss of goodwill
- wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The entire liability of PressPoint Media Ltd to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

### *3.2 Viruses, hacking and other offences*

You must not misuse our hosting services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our hosting services, the server on which your site is stored or any server, computer or database connected to our hosting services or used to provide our services. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by any denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our hosting services or to your downloading of any material posted on it, or on any website linked to it.

## **4. Default**

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on PressPoint Media Ltd's Web Hosting, PressPoint Media Ltd will, at its discretion, remove all such material from its web space. PressPoint Media Ltd is not responsible for any loss of data incurred due to the removal of

the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay PressPoint Media Ltd reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by PressPoint Media Ltd in enforcing these Terms and Conditions.

## **5. Renewal & Termination**

Termination of services by the Client must be requested by a written notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. Cancellation of hosting may not be made within the first 12 months of commencement of service. In the absence of a cancellation request from you, your hosting service will be renewed for a successive term, at the regular renewal rate, upon expiry. After the expiry of the initial 12-month period you may cancel your hosting service by giving us 90 days notice prior to the next renewal date. Should you wish to transfer a site built by us, you may do so. A transfer fee will be payable depending upon the site's size and complexity. We are happy to provide a quotation upon request.

## **6. Indemnity**

All PressPoint Media Ltd services may be used for lawful purposes only. You agree to indemnify and hold PressPoint Media Ltd harmless from any claims resulting from your use of our service that damages you or any other party.

## **7. General**

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

## **8. Governing Law**

This Agreement shall be governed by English Law.

## **9. Severability**

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid provision.

