

Web Hosting Services: Terms of Service

Fat Media Limited (Fat Media) issues this document. Use of Fat Media Services constitutes acceptance and agreement to our TOS (Terms of Service). All service provisions are subject to the TOS of Fat Media. The TOS may be changed from time to time at the discretion of Fat Media. The customer understands that any change to the TOS by Fat Media shall not be grounds for non-payment. Customers are allowed to use Fat Media Web Hosting Services for personal and/or business/commercial websites or content. All definitions are as listed in the associated Service Level Agreement (SLA).

Content

All services provided by Fat Media may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United Kingdom (or any other country) law is prohibited. This includes, but is not limited to: copyrighted material, material that is threatening or obscene, material that promotes terrorist activity, material that promotes illegal activity, material that is "adult only" content, or material protected by trade secrets and other statute. The subscriber agrees to indemnify and hold harmless Fat Media from any claims resulting from the use of the service which damages the subscriber or any other party. Fat Media does not allow adult "xxx" related websites, pornography and sex-related content on its servers. Nor do we allow adult subscription or membership based "pay sites". This includes sexual content, or links to adult content hosted elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited. Educational adult websites and adult e-commerce stores are allowed but due to the nature of these sites we recommend checking with Fat Media before hosting such websites.

Some Examples of Unacceptable Content (this is a non-exhaustive list):

- Promotion of Terrorism
- Promotion of Illegal activities
- Adult / Pornographic
- Hacking programs or Hacking Archives or Hacking Information
- Torrent Sites
- Warez Sites

- Spam or Spamming Software

Fat Media will be the sole arbiter as to what constitutes a violation of this provision.

Intellectual Property Rights

Material accessible to you through Fat Media's Services may be subject to protection under United Kingdom (or any other country) copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the Fat Media Service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Fat Media Network. If you use a domain name in connection with the Fat Media Service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

SPAM and Unsolicited Email

Fat Media takes a zero tolerance approach to the sending of Unsolicited Email (SPAM) or bulk mail. Very simply this means that customers of Fat Media may not use or permit others to use our service for sending SPAM Emails. Customers of Fat Media may not host, or permit hosting of, sites or information that is advertised by SPAM from other services. Violations of this policy carry severe penalties, including termination of service. If a customer is found to be in violation of our SPAM policy, Fat Media may, at its sole discretion, restrict, suspend or terminate a customer's account. In addition, Fat Media may impose a monetary penalty (not exceeding 100GBP) for each spam policy violation. Fat Media solely reserves the right to refuse or cancel service to known spammers. Lastly, Fat Media reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

"Catch All" Email Accounts

Fat Media does not support the use of "catch all" email accounts. This is the practise of anything@yourdomain.com directing all mail to a single mailbox. This practice causes extreme surges of spam, both for you and for our spam filtering servers.

Scripting, Applications and Background-running Programs

We do not allow background-running programs. This includes any IRC related software such as bouncers and bots. We provide a hosting service not a shell service. You are not allowed to compile and run software on our hosting servers.

You are free to use any scripts (such as php, cgi or perl) you wish provided they do not affect the normal operations of the server and they are not mentioned specifically below. Scripts that are commonly known for causing server disruption include large cgi-based message forums, auctions, galleries, and banner exchanges. In the event a script affects normal server and/or administrative operations, Fat Media reserves the right to disable the account pending customer cooperation and resolution.

Scripts we do not allow include:

- Chat servers/scripts of any kind are strictly prohibited.
- Formmail scripts using the filename "formmail" are prohibited.

Network Security

Customers may not use the Fat Media Network to attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. Fat Media will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

Physical Security

For security reasons Fat Media utilises 'closed' data centre facilities. Physical access to any servers or related equipment at any Fat Media locations is not permitted.

Data Centres

We have partnered with Telecity Group (TCG) to locate our equipment at their Joule House Tier 3 Data Centre, taking full advantage of this secure, redundant and connected location. Joule House boasts 24/7 onsite staff for 365 days of the year and is accredited to every appropriate international standard for operational excellence, business continuity, environmental strategy and quality.

The data centre facilities are regularly updated. In order for you to benefit from this, you agree that we may relocate your servers within the data centres, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. We may also make changes to DNS records and zones on Fat Media operated or managed DNS servers as we deem necessary for the operation of the shared network infrastructure. In each case, we will give you a minimum of 5 business days advance notice and use all reasonable endeavours to minimise the effect that such change will have on your use of the Services.

Support Boundaries

Fat Media provides technical support to its Customers. Fat Media limits technical support to its area of expertise, this is providing web hosting services and related features. Fat Media hosting services alone do not offer support for application specific issues such as PHP programming, CGI programming, html, website design and development or any other such issue (exceptions to this are when we provide a specific agreement to the contrary). Fat Media does not provide technical support for your Customers. Any additional work you may require from Fat Media staff that does not fall within usual support boundaries will be charged at Fat Media standard support hourly rates. All charges will be discussed before work commences on a per incident basis. Examples of work beyond the boundaries of normal support include: site scripting problems, script installation, website design and development.

Renewal

Upon the end of the term of the Contractual Agreement, a rolling monthly agreement shall automatically form based on the same conditions and terms as the original Agreement. Normal cancellation procedures apply to both parties.

Refunds and Disputes

All payments to Fat Media are non-refundable. This includes any setup fee and subsequent charges regardless of usage. If you dispute a charge to your credit card issuer that, in Fat Media's sole discretion is a valid charge under the provisions of this TOS, you agree to pay Fat Media an Administrative Fee of not less than 25GBP and not more than 100GBP. Fat Media does not offer any kind of "money back guarantee" or "trial period". All domain registration fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your term.

Product Pricing

Fat Media reserves the right to change the pricing of products and/or services at any time.

Invoicing

Fat Media does not always provide paper or hard-copy invoices. Electronic invoices may be sent via email.

Domain Name Expiry and Redemption Fees

Fat Media is not liable for expiry or loss of your domain name. Before a domain expires you will be reminded to renew your domain by email to the address we hold on file for you. We strongly recommend keeping an eye on your renewal dates. On the date a domain expires it will be deactivated by the registry, and no longer display your website. Once a domain is deactivated and expired you will have between 5 and 30 days to contact us to renew the domain name at our regular renewal rates.

Redemption Period - After between 5 and 30 days have passed since the expiry date of your domain, the domain is placed in its "redemption period" and to renew the domain at this stage will be charged. This is a cost charged by the registry and passed on to you by us. Redemption periods last between 30 and 60 days, and then the domain is released to the public, so anyone can re-register your domain and you will lose it.

Domain Transfers

Any domain name registered by Fat Media (as your registrar) is yours to keep. You can transfer your domain name to a different registrar at any time once the domain is 90 days old - Newly registered domains do have a 90 day waiting period where they cannot be transferred from Fat Media to a different registrar. The same 90 day 'no transfer' window applies when an expired domain is renewed or restored after being in the registry redemption period. Once 90 days have passed from renewing such domains they are then free to be transferred again.

Domain Offers

Occasionally we run a promotion and supply a free domain name when hosting is purchased. We will register the domain name for a specified period on your behalf. All we ask is that you stay hosting with us for a minimum of 3 months. If you decide to leave before 3 months and you want to take the domain with you, we will only release it once you have paid our normal domain registration fee. If you stay for 3 months or longer and then decide to leave you are free to take the domain at no charge.

Dedicated Hosting & Shared Hosting

Our dedicated and shared hosting solutions include server management in the monthly fee. Fat Media defines server management as general maintenance, updates and security hardening of core packages to ensure the server performs as expected. Additional management work incurs a service fee. This fee will be determined, and a new specification will be agreed prior to any work being carried out. Dedicated server specifications may vary over time as technology changes, as such the hardware stated on the Specification may not be the actual supplied hardware. All hardware provided by Fat Media to the customer will be of comparable specification and performance to those shown in the Specification. Fat Media will make all reasonable efforts to satisfy the customer's requests for technical and/or administrative changes to the customer's dedicated servers. Certain tasks, such as repairing software/system faults caused by the customer, or installing certain additional software packages, may, at the sole discretion of Fat Media, incur a service fee based upon the time spent on the non-Fat Media faults. Customers are responsible for and subject to all software vendor licensing terms, conditions, restrictions, and limitations. It is the customer's responsibility to ensure conformance to and abide by the specific terms and conditions

of each application's licensing agreements. Fat Media does NOT guarantee the daily backups of your server. We take backups as a precaution but cannot guarantee their availability, usability, or integrity. Fat Media can accept no responsibility for any loss of data or consequences arising from this.

Exemption

Dedicated Hosting is exempt from the following sections of our normal TOS:

- Background-running Programs - You can run background processes on dedicated servers.
- Banned Scripts - We do not enforce the banning of any scripts on dedicated servers.

Any attempts to undermine, slander, libel, threaten, or cause harm to a Fat Media server, customer, employee, or the company directly is strictly prohibited and is grounds for immediate termination without refund. In addition, we will pursue all attempts to the fullest extent of the law.

Refusal of Service

Fat Media reserves the right at its sole discretion to refuse or cancel service. Violation of any part of Fat Media's TOS could result in a warning, suspension, or account termination. Accounts terminated due to policy violations will not be refunded. Domains terminated due to policy violations will not be released to the customer.

Resource Usage

We provide customers with bandwidth, disk space and other resources, the amount of which is defined in the order. In some cases, we may not establish a specific amount of bandwidth, disk space and other resources, and refer to that as "Unlimited". In all cases, the Services are intended for normal use only, and any activity that results in excessive usage (as defined exclusively by Fat Media Limited) that is inconsistent with normal usage patterns is strictly prohibited.

Fat Media reserves the right to suspend or discontinue accounts of customers whose use of disk space, bandwidth or other resources results in or presents the risk of degradation of the Services to other customers, regardless of the amount of disk space, bandwidth or other resources included in the user's plan. You hereby agree that such usage shall not exceed the amounts set by Fat Media for

the Services purchased (the "Agreed Usage") and is subject to normal usage guidelines established by Fat Media from time to time.

Our "Unlimited" packages (part of our Cloud Hosting) allow you to host unlimited domain names in a single web hosting account. This refers to sub-domains, parked domains and add-on domains. In all cases, the Services are intended for normal use only and any activity that results in excessive usage that is inconsistent with normal usage patterns is strictly prohibited. You are responsible for complying with any usage requirements or limits for bandwidth, disk space or other resources, and for monitoring such usage to ensure that your website does not violate such requirements or exceed any such limits allocated to the account(s) and otherwise complies with these Terms of Service.

While our shared Services are suitable for the majority of our customers, we reserve the right, at our sole discretion, to discontinue Services to any customer with a website or other hosted data that takes up more than 10% of the shared server resources and/or 10% of the shared server's CPU (acronym for Central Processing Unit). This means that if your website is found to be utilising more than 10% of the CPU and memory of the Services, we reserve the right to take your website offline. If this becomes necessary, you can either upgrade your hosting package (where available), or request a pro-rated refund of the amounts you have paid in advance for the Services. We will do everything reasonably feasible to provide you with a warning prior to taking your website offline, but we accept no obligation to do so.

Information Disclosure Policy

Fat Media will not otherwise disclose its customers' personal and account information unless Fat Media has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of Fat Media, Fat Media' customers, or others, or where Fat Media has a good faith belief that the law requires such disclosure. Fat Media also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail, electronic communications, or other electronic data that Fat Media stores or transmits for its customers.

The circumstances under which Fat Media will disclose such electronic customer communications or data are when:

- It is necessary in order to provide service to the customer
- It is necessary to protect the legitimate interests of Fat Media and its customers
- It is required to cooperate with dispute policies, court orders, warrants, or other legal processes that Fat Media determines in its sole discretion to be valid and enforceable
- It is necessary to provide to a law enforcement agency when the contents appear to pertain to the commission of a crime

Privacy Policy

It is the policy of Fat Media to not disclose any personal information or account data to third parties without prior consent of the individual unless instructed to do so by a court of law or other legal warrant/document. Fat Media will in the normal course of its business collect personal information from customers and prospective customers, for the purposes of billing, customer service, provision of information, as well as other legitimate business reasons. This information may be stored in a number of ways including electronic and paper formats. Any person may submit reasonable requests to obtain a copy of personal information pertaining to themselves, which shall be provided free of charge after reasonable proof of identity.

Any personal information held on our systems will be deleted on request and after reasonable proof of identity. We may also store information about you using cookies which we can later access when you visit our websites at a later date. If you want to delete any cookies that are already on your computer, please refer to your system administrator who will be able to help you locate and remove these cookies. If you want to stop cookies being stored on your computer in future, please refer to your browser manufacturer's instructions by clicking "Help" in your browser menu. Please note that taking either of these measures may prevent you accessing features offered from our sites. As with most websites, when you visit one of our sites, we will log your IP address and time of access which may be used later for research or fault investigation processes.

Force Majeure

Neither Fat Media or the Customer will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labour action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

Indemnification

The Customer agrees that it shall defend, indemnify, save and hold Fat Media (or it's employee's/owners) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Fat Media, 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 customer, it's agents, employees or assigns. The Customer agrees to defend, indemnify and hold harmless Fat Media against liabilities arising out of;

- any injury to person or property caused by any products sold or otherwise distributed in connection with Fat Media server; and
- any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; and
- copyright infringement. The Customer agrees to limit the liability of Fat Media to the amount paid for service.

Disclaimer

Fat Media will not be responsible for any damages your business may suffer. Fat Media makes no warranties of any kind, expressed or implied for services we provide. Fat Media 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 Fat Media and its employees. The Customer agrees that Fat Media shall not be liable for any damages as a result of loss of hosting services or hosted data.

The Customer further acknowledges that Fat Media's liability for its own negligence is zero, and Fat Media may not be held responsible. Liability or Damages in any event may not exceed an amount

equivalent to charges payable by Customer for services during the period damages occurred. In no event shall Fat Media be liable for any special or consequential damages, loss of revenue or injury. Fat Media can accept no responsibility for any loss of data or consequences arising from this. Fat Media always advises customers to back up their site data regularly for their own protection. Fat Media does not guarantee its own backups of customer data and is not liable for any loss of data, loss of backups or inability to restore service after implementing its disaster recovery plan.

Fat Media furthermore expects that its customers who provide hosting services (resellers) to others will ensure its customers fully comply with all applicable laws and this Fat Media TOS. A reseller's customer's failure to comply with those laws and our TOS will violate this policy. If a customer provides hosting services (resellers) to others and decides to cancel their reseller hosting account with Fat Media, then Fat Media will not be responsible for maintaining hosting for the resellers customers. Fat Media has no agreement or responsibility to any resold services. Resold services to others are your own responsibility. All communications (emails, verbal or written) are between Fat Media and the Customer. These communications are private and are therefore not to be shared with any other parties. This agreement is made between the Customer (as specified in the Agreement) and Fat Media.

If you are purchasing hosting on behalf of another party, please ensure you specify the account owners' details in the customer details section. Fat Media will only be able to communicate with regards to the account with the registered customer and not a third-party. Finally, Fat Media wishes to emphasise that in accepting services, customers indemnify Fat Media for the violation of any law or Fat Media policy that results in loss to Fat Media or the bringing of any claim against Fat Media. This means that if Fat Media is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against Fat Media, plus costs and reasonable legal fees.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, in no event shall Fat Media be liable to you or any other person for any indirect, incidental, consequential, special, exemplary or punitive damages, including loss of profit or goodwill, for any matter, whether such liability is asserted on the basis of

contract, tort (including negligence), breach of warranties, either express or implied, of any breach of these Terms of Service or of its incorporated agreements and policies, of your inability to use the Services, of your loss of data or files or otherwise, even if Fat Media has been advised of the possibility of such damages.

You hereby agree that in no event shall our maximum aggregate liability exceed the total amount paid by you for the Services purchased by you from us and which are the object of dispute between you and us.

If any provision in these Terms of Service is held to be invalid, unlawful or unenforceable, it shall not affect the enforceability of any of the remaining provisions of these Terms of Service.

Failure to comply with any of our Terms of Service will result in grounds for immediate account deactivation or removal.