

Kinetic Internet Limited

Company No: 4470080

ADDENDUM - Hosting Terms and Conditions

KINETIC INTERNET is an International Communications company that provides Hosting services. The customer wishes to obtain those services from KINETIC INTERNET in accordance with its related terms and conditions within this addendum and in conjunction with the main Terms and Conditions further defined.

This Addendum relates only to our Shared Linux and Online Backup products. They do not relate to any other product or service supplied by KINETIC INTERNET unless specified herein.

ADH 1. DEFINITIONS:

All previous definitions in this agreement are utilised in conjunction with this Addendum in relation to the Hosting service, defined herein, unless the context otherwise requires:

- 1.1 "Agreement" means The Customers Agreement in full referenced above, inclusive of all addendums, attachments and relevant Terms, conditions and applicable application form;
- 1.2 "Access Line" means the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Premises as notified by the Customer to KINETIC INTERNET;
- 1.3 "Commencement Date" means the date when the Customer first receives the live Service.
- 1.5 "Customer Apparatus" means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment;
- 1.6 "Equipment" means any apparatus or equipment provided by KINETIC INTERNET or any third party to the Customer at the Premises to enable provision of the Service;
- 1.7 "Minimum Period" means
 - (a) thirty (30) days unless otherwise stated within this addendum.
- 1.8 "KINETIC INTERNET System" means the Hosting system which KINETIC INTERNET runs and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by KINETIC INTERNET , from a third party
- 1.9 "Person" means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;
- 1.10 "Services" hereafter and related to this addendum means those manual and automatic Hosting and all related services as described on the date hereof and within the Company's website www.kinetic-internet.co.uk together with any increased or improved services of such a nature that may be provided by the Company.

ADH 2. GENERAL:

2.1

References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2

The headings within this Addendum are for convenience only and shall not affect its interpretation.

ADH 3. PROVISION OF SERVICE:

3.1

KINETIC INTERNET will provide the Service to the Customer in accordance with the Conditions of this Agreement and addendums and within the Term and Conditions found on the KINETIC INTERNET website in relation to the customer.

3.2

We shall use our reasonable endeavours to make available to the Customer at all times the Server and the Services determined within this addendum.

3.3

Except as otherwise expressly permitted in these Conditions, and in addition to other restrictions herein, the Customer may not:

3.3.1 Transfer rights to the use of the Service to any third party, whether in whole or in part;

3.3.2 Disclose Service features, errors or viruses to any third party without the prior written consent of KINETIC INTERNET;

3.3.3 Use the Service except in conjunction with KINETIC INTERNET recommended operating environment, notified by KINETIC INTERNET or modifies the Service without KINETIC INTERNET prior written consent.

3.3.4 KINETIC INTERNET reserves the right to change the Customer's password at any time at its sole discretion.

3.4

We shall reserve the right to suspend the Services at any time and for any reason, if deemed necessary, without notice. If such suspension occurs and lasts or is to last for more than 7 days you will be notified of the reason.

3.5

KINETIC INTERNET may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. KINETIC INTERNET will give the Customer as much notice as possible of any planned interruption of the Customer's Service. KINETIC INTERNET shall not, in any event, be liable for interruptions of Service or down-time of the Server incurred by us or third parties. In these circumstances the Customer shall have no claim against KINETIC INTERNET for any such interruption.

ADH 4. DOMAIN NAME REGISTRATION and TRANSFERS:

4.1.

We make no representation that the domain name the customer wishes to register, is capable of being registered by or for you or that it will be registered in the name the Customer designates. 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.

4.2.

The registration and use of the domain name is subject to the terms and conditions of use applied by the relevant Registry; you shall, by signing this agreement and addendum, confirm you are aware of those terms and conditions and able to comply with them.

4.3.

The Customer shall have no right to bring any claim against us in respect of refusal to register a domain name.

4.4.

Any administration charge paid by the Customer to us shall be non-refundable notwithstanding refusal by the Registry to register your desired name.

4.5.

We shall have no liability in respect of the use by you of any domain name; any dispute between the Customer 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 explanation, to withhold, suspend or cancel the domain name. KINETIC INTERNET will be entitled to make representations to the relevant Registry but reserve the right to take part in any such dispute.

4.6.

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

4.7.

By registering a .uk domain name, you enter into a contract of registration with Nominet UK on the terms and conditions supplied on their website <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration> This is a separate contract to any arrangement you may have with KINETIC INTERNET for the provision of internet services. It is the responsibility of the Customer, by

signing this agreement and addendum, to confirm you are aware of those terms and conditions and able to comply with them prior to proceeding with your order.

4.8.

Domains transferred or purchased through KINETIC INTERNET that are part of an order or hosting plan do not have an outgoing transfer fee, providing any outstanding fees are paid as mentioned in ADH 4.6

4.9.

The Customer must be aware of the supplementary terms and conditions for any domain with endings other than .uk set down by the registrar at time of registration. <http://www.enom.com/terms/>

4.10.

The Customer is responsible to read the full details on the ICANN domain dispute policy document - www.icann.org/dndr/udrp/policy.htm

ADH 5. WEB SITE HOSTING AND EMAIL

5.1.

KINETIC INTERNET 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.

5.2.

The Customer agrees to 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.

5.2.1.

you will not upload, post, link to or transmit:

5.2.2.

any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane, racist or otherwise objectionable in any way.

5.2.3.

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.

5.2.4.

any material which is forbidden by our acceptable use policy published in our web site.

5.3.

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.

5.4.

You will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.

5.5.

Any file that that is uploaded to your web disk space is for the operation and management of your web site and web application.

5.6.

We reserve the right to remove any material which we deem inappropriate from your Web Site without notice to you.

5.7.

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.

5.8.

You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

5.9.

In the case of an individual Customer and or Sole Trader, you warrant that you are at least 18 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 18 years.

5.10.

Any access to other networks connected to KINETIC INTERNET must comply with the rules appropriate for those other networks.

5.11.

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 non-receipt or misrouting of email or for any other failure of email.

5.12.

No more than one log-in session 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.

ADH 6. BANDWIDTH/DATA TRANSFER CONSUMPTION

6.1.

If you exceed the bandwidth limit on your hosting plan, then you will be billed automatically at the price set out within the KINETIC INTERNET website for Customer hosting per additional gigabyte you consume per month. You may upgrade your account to the next available hosting plan that will have additional data transfer allowance where predetermined on KINETIC INTERNET website.

6.2.

The Incoming emails are restricted to 25MB in size on Customer and shared hosting per email to prevent abuse of the mail system. There is no restriction on the size of the mailbox, but we reserve the right to close down mailboxes that consume excessive system resources.

6.3.

We reserve the right to remove scripts that consume excessive system resources.

6.4.

We reserve the right to alter the price of disk space, hosting plans, Data transfer and any of our products at any time without notice.

ADH 7. RISKS

7.1.

The Customer acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The Customer agrees to accept full responsibility arising from such risks and the consequences of the Customers usage of KINETIC INTERNET Hosting and related services herein and contravening clause 5 within the agreement.

ADH 8. CUSTOMERS LIABILITY:

8.1.

The Customer agrees to abide to all laws and regulations applicable to the services provided by him. The Customer shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

8.2.

The Customer acknowledges and warrants that the Service shall be used in the way intended and defined within this agreement and related addendums. Therefore the Customer shall comply with all relevant rules and regulations as defined herein.

8.3.

It is the Customers full responsibility if they break any appropriate regulatory bodies rules, regulations or guidelines.

8.4.

The Customer hereby agrees to indemnify and hold KINETIC INTERNET , and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of the Customers services and or practices, use of the services, connection to the Services, breach of this Agreement and or the Customers violation of any rights of any other Person or Persons.

ADH 9. PRICING AND PAYMENT:

9.1.

KINETIC INTERNET shall provide the Customer with the Service for the fees as defined in writing and or the availability through the control panel or KINETIC INTERNET website. These fees are payable in advance from the start of the Minimum Period of service. Payment will be due on the date specified on the invoice.

9.2.

Subject to our discretion we will invoice you with credit terms of 28 days net, on an Annual basis only. KINETIC INTERNET may charge interest on all outstanding amounts on a daily basis at the rate of 3% per annum above the base lending rate, from the date of the invoice until the date of actual payment or judgement has been enforced.

9.3.

We reserve the right to change the rates at any time. Pricing is guaranteed for the period of pre payment, any changes made during will be made after the prepaid period. Any installation fee as specified to you in writing, website or through your control panel, is payable in advance by credit card.

9.4.

In the event that the KINETIC INTERNET increases its fees, you will receive prior notice as determined within the agreement.

9.5.

Payment is due each anniversary month, quarter or year following the date the Services were established until closure notice is given in accordance with ADH 12. If you choose to pay by credit or debit card you authorise KINETIC INTERNET to debit your account renewal fees and excessive charges from your card;

9.5.1. All payments must be in UK Pounds Sterling.

9.5.2. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge liable at the time.

9.5.3. 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.

ADH 10. HOSTING:

10.1.

The Customer confirms and warrants that he has done sufficient due diligence as in accordance and determined by, Ofcom's "Code of Practice" and "Terms and Conditions" and any other relevant authorities in this area, that said Customer has full title and ownership the domain name(s).

10.2.

The Customer acknowledges that KINETIC INTERNET cannot guarantee that any domain name the Customer requests will be available or approved for use.

10.3.

KINETIC INTERNET has the right to require the Customer to select a replacement domain name and may suspend the relevant service associated with the domain name if, there are reasonable grounds to believe the Customer's current choice of domain name is, or is likely to be, in breach of the provisions of this Agreement and law.

10.4.

The Customer acknowledges that KINETIC INTERNET cannot guarantee that any domain name the Customer requests will be available or approved for use.

10.5.

If the Service includes the registration of an Internet domain name the Customer acknowledges and agrees that: 10.5.1.

KINETIC INTERNET does not represent, warrant or guarantee that any domain name applied for by the Customer will be registered in its requested name or is capable of being registered by it or that the use of such domain name will not infringe any third party rights. Accordingly, the Customer should take no action in respect of its requested domain name(s) until it has been notified that its requested domain name has been duly registered.

10.5.2. The registration of the domain name and its ongoing use by the Customer is subject to the relevant industries protocols and or the relevant authority's terms and conditions of use. The Customer undertakes to KINETIC INTERNET that it will comply with such terms and conditions. The Customer hereby irrevocably waives any claims it may have against KINETIC INTERNET in respect of any decision of a naming authority to refuse to register a domain name and, without limitation, acknowledges and agrees that any administration or other charge paid by the Customer in respect of the registration of the domain name is non-refundable.

10.5.3. KINETIC INTERNET accepts no responsibility in respect of the use of a domain name by the Customer. Any dispute between the Customer and other individual or organisation regarding a domain name, must be resolved between the parties concerned and KINETIC INTERNET will take no part in any such dispute. KINETIC INTERNET reserves the right on becoming aware of such a dispute concerning a domain name at its sole discretion, reserve the right, to either suspend or cancel the relevant service associated with the domain name and/or to make such representations to the relevant naming authority as it deems appropriate with no further redress from the Customer.

10.6.

Any Internet Protocol address allocated by KINETIC INTERNET to the Customer shall at all times remain the sole property of KINETIC INTERNET and the Customer will have a non-transferable licence to use such address for the duration of this Agreement. If this Agreement is terminated for whatever reason, the Customer's licence to use the Internet Protocol address shall automatically terminate and thereafter it will not use such address.

ADH 11. INTELLECTUAL PROPERTY RIGHTS:

11.1.

It is agreed and acknowledged by the parties that all communication media and systems associated with the web site www.kinetic-internet.co.uk, the control panel and the underlying services remain the property of the Company, its suppliers or partners as appropriate. By using the services, the Customer shall not obtain any rights in the infrastructure, content, Intellectual Property, or software associated with the services.

11.2.

To run in conjunction with clause 4 of the Customers agreement.

ADH 12. AGREEMENT AND ADDENDUM AMENDMENTS:

12.1.

KINETIC INTERNET reserve the right to add to and/or amend the Conditions at any time. Such changes shall be notified to the Customer by posting in the Legal section of KINETIC INTERNET's Web site. Changes in this manner shall be deemed to have been accepted if the Customer continues to use the Service after a period of Fourteen (14) days from the date of posting on the Web site.

ADH 13. DURATION AND TERMINATION:

13.1.

This Addendum shall come into force on the date hereof and continue thereafter unless and until terminated by either party in reference to clause 21 of the Customers main terms and conditions including sub clauses.

13.2.

KINETIC INTERNET reserve the right to suspend the Services and/or terminate this Agreement forthwith without notice to you if you:

13.2.1.

Fail to pay any sums due to KINETIC INTERNET by due date determined by invoice or in writing.

13.2.2.

Break any of these terms and conditions.

13.2.3.

If the Customers company, Sole trader or the as an individual Customer go into insolvent liquidation and or the appointment of an administrator, administrative receiver or enter into a voluntary arrangement with your creditors.

13.3.

No refunds will be made under any circumstances for Services suspended in accordance with ADH 12. 13.4.

In the event of this agreement being suspended and or terminated, the Customer will be entitled to a pro rata refund based upon the remaining period of prepayment.

13.5.

During the first 7 days of Services, the Customer is entitled to a refund of the basic hosting plan rental fee should you decide to cancel the Services. No full refunds or pro rata refunds will be made after the first 7 days of service.

13.6.

The Customer may cancel the Services at any time in writing to include your account username and password. KINETIC INTERNET will cancel the Services within 2 working days of receipt of your request.

13.6.1.

Domain name registration fees, charges for additional data transfer and charges for optional extras added to your account are not refundable on this basis.

13.6.2.

You will not be entitled to a refund on this basis if you have previously held an account with KINETIC INTERNET.

13.7.

Where payment has been made by credit or debit card, any refund will only be issued to the same credit or debit card. 13.8.

On termination of this Agreement or suspension of the Services we shall be entitled immediately to stop access to your Web Site and to remove all data located on the Server.

ADH 14. ENTIRE AGREEMENT:

14.1.

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. We reserve the right to alter these Terms & Conditions and our Acceptable User Policy without consent or agreement from our customers.

ADH 15. SEVERABILITY:

15.1.

If any of the provisions of this Agreement and Addendums is found by any Court to be void or unenforceable such provision shall be deemed to be deleted from this Agreement and Addendums and clause 19 of said main agreement will be adhered to.