



AJM AUTOMATION LIMITED TERMS AND CONDITIONS OF HOSTING AND INTERNET SERVICE

1. INTERPRETATION

- 1.1 In these Terms and Conditions, the following words and phrases shall have the following meanings:
 - 1.1.1 "we", "our", "us" and "AJM Automation Limited" refer to AJM Automation Limited.
 - 1.1.2 "you", "your", "client" and "clients" refer to the person or persons in whose name(s) a service is maintained by AJM Automation Limited.
 - 1.1.3 "service" and "services", refer to any service offered by AJM Automation Limited.
 - 1.1.4 "server" refers to any computer equipment operated or provided by AJM Automation Limited in connection with the provision of services.
- 1.2 The headings in this document are for convenience only and shall not affect the interpretation of these terms and conditions.

2. ACCEPTANCE OF TERMS

- 2.1 By using services offered by AJM Automation Limited, you agree to be bound by the terms and conditions set out herein.

3. MODIFICATION

- 3.1 AJM Automation Limited reserve the right to change any part of this agreement with notice provided via our website. Your continued use of AJM Automation Limited services will be deemed as acceptance of this agreement.
- 3.2 AJM Automation Limited have complete discretion to modify or remove any service without warning or liability arising from such action.

4. LIMITATION OF LIABILITY

AJM Automation Limited 138 Main Street, Repton, Derbyshire, DE65 6FB

T. +44 (0) 845 2600 228 **F.** +44 (0) 845 2600 229 **E.** sales@ajmautomation.com **W.** www.ajmautomation.com

Registered in England number 4113330. **VAT No.** 716 5971 17. E&OE.

- 4.1 You acknowledge and agree that AJM Automation Limited are unable to exercise control over the content of the information transmitted via our service and that we do not examine the use to which clients put the service or the nature of the information and/or software they are sending or receiving, hence, we hereby exclude all liability of any kind for the transmission or reception of infringing information of whatever nature.
- 4.2 AJM Automation Limited will not be liable to you, whether in contract, tort or otherwise:
 - 4.2.1 for indirect, special or consequential damages including loss of business, revenue, profits or data in relation to your use of services; or
 - 4.2.2 for the acts or omissions of other providers of telecommunication services or for faults in or failures of their apparatus.
- 4.3 In any event our liability to you in respect of an event or a series of connected events arising out of or in connection with this agreement, whether in contract, tort or otherwise, shall be limited to the amount of the fee for the services.

5. COPYRIGHT

- 5.1 All intellectual property of AJM Automation Limited such as trademarks, trade names, patents and registered designs remains the property of AJM Automation Limited.
- 5.2 By using any AJM Automation Limited service you agree to respect the intellectual property rights of AJM Automation Limited and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material provided by AJM Automation Limited.

6. PAYMENT

- 6.1 In consideration for the payment of the fees calculated in accordance with the pricing current at the time of order, AJM Automation Limited agrees to provide the services.
- 6.2 Payment will be expected by the due date shown on the invoice, unless otherwise agreed with AJM Automation Limited in writing in advance.

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- 6.3 If no payment has been received for any invoice which is due and payable under this agreement, AJM Automation Limited shall be entitled to charge interest on a daily basis on the overdue amount and on outstanding interest from the date of such failure until payment, both before and after judgement, at an annual rate of 9% above the base rate of Lloyds TSB bank for the time being in force.
- 6.4 If payment has not been received within 21 days of the date of invoice, AJM Automation Limited reserve the right to terminate this agreement and block access to all services until payment has been made in accordance to this agreement, without further obligation to the client.
- 6.5 Non-delivery and non-performance of services by any third party shall not give the client any right to delay any payment to AJM Automation Limited or to make any claim whatsoever against AJM Automation Limited.

7. CANCELLATION

- 7.1 AJM Automation Limited may terminate this agreement by notice in writing to the client having immediate effect if:
 - 7.1.1 the client is in breach of any of its obligations under this agreement; or
 - 7.1.2 the client is a company and a resolution is passed for its winding up or a petition for its liquidation is presented; or
 - 7.1.3 the client is an individual and a petition for bankruptcy is presented against it; or
 - 7.1.4 the client submits to AJM Automation Limited any false, inaccurate or misleading information for the purposes of obtaining services.
- 7.2 In the event that any of the circumstances identified in clause 7.1 arise, AJM Automation Limited will have the option to terminate this agreement as regards all services provided or to be provided or only as regards that service or those services in respect of which breach is considered by AJM Automation Limited to have been committed.
- 7.3 In the event that any of the circumstances identified in clause 7.1 arises, AJM Automation Limited shall be entitled to retain any sums paid to it by the client hereunder and recover any sums due to it pursuant hereto whether invoiced or not at the date of termination.

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- 7.4 Either party may terminate this agreement by not less than 30 days prior written notice, expiring on or after the end of the minimum period specified at time of order.

8. ACCEPTABLE USE POLICY

- 8.1 You represent, undertake and warrant to us that you will use the service for lawful purposes only.
- 8.2 You represent, undertake and warrant to us that you will not use the service 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 party to do so.
- 8.3 You represent, undertake and warrant to us in relation to all material, that you will not post, link to or transmit:
- 8.3.1 any inappropriate material, including warez and illegal mp3 content; or
 - 8.3.2 any material containing harmful computer code, including but not limited to viruses, Trojans, worms, malicious scripts or any other hostile computer program; or
 - 8.3.3 any material which constitutes, or encourages the commission of, a criminal offence.
- 8.4 AJM Automation Limited reserves the right to remove any material which is deemed to be inappropriate, or to suspend services related to such material, without notice.
- 8.5 You represent, undertake and warrant to us that you will not make use of services to an extent or in a manner which in AJM Automation Limited's reasonable opinion is excessive, wasteful or otherwise to the detriment of AJM Automation Limited, any of AJM Automation Limited's customers or any other third party, including but not limited to:
- 8.5.1 the transmission of bulk e-mail ("spamming"); or
 - 8.5.2 referring to AJM Automation Limited services, web sites hosted by AJM Automation Limited, or email addresses in bulk e-mail ("spamming") sent via other servers; or
 - 8.5.3 the transmission of deliberately hostile messages ("flaming").
- 8.5 You represent, undertake and warrant to us that you will not employ programs which consume excessive system resources,

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including but not limited to processor cycles, memory and bandwidth, unless otherwise agreed in writing with AJM Automation Limited at least seven days in advance.

9. CLIENT RESPONSIBILITY

- 9.1 You must provide AJM Automation Limited with accurate details of you e-mail address, physical address and telephone number(s) and promptly notify AJM Automation Limited in writing of any alterations thereto from time to time.
- 9.2 You must obtain the consent of individuals whose personal data are to be held on a domain name register or are otherwise provided to AJM Automation Limited.
- 9.3 You confirm and warrant that you are the owner of, or that you have been and are duly authorised by the owner to use, any trade mark or name requested or allocated as your name.
- 9.4 You confirm that you have sole ownership of all intellectual property rights for all material appearing on your web site hosted by AJM Automation Limited in each jurisdiction from which the web site may be accessed, or have obtained full and effective licence(s) from all relevant third parties allowing you or a third party acting on your behalf to use such material and to permit its dissemination worldwide.
- 9.5 You acknowledge and agree that you bear sole responsibility, legal and otherwise, for the content of all material appearing on your web site hosted by AJM Automation Limited. For the avoidance of doubt, this clause shall apply to all material, whether posted on to the website by or on behalf of the customer, whether by AJM Automation Limited or a third party.
- 9.6 You shall effect and maintain adequate insurance cover in respect of any loss or damage to any data resulting from the use of any AJM Automation Limited service.
- 9.7 You will not assign, re-sell, sub-lease or in any other way transfer the service, or any element thereof, or any of your rights or obligations under the terms of this agreement. Contravention of this restriction in any way, whether successful or not, will entitle us to terminate the service and/or the agreement immediately.
- 9.8 You acknowledge and agree that you are responsible for keeping safe usernames, passwords and other sensitive data, hence, we will not be liable to you for any loss or damage that you suffer as a result of disclosure of such usernames, passwords and/or sensitive data to any third party.

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- 9.9 You acknowledge and agree that it is your responsibility to adopt appropriate security measures for the protection of computer systems and, hence, we will not be liable to you for any loss or damage that you suffer as a result of any virus or other hostile computer program being introduced into your computers or computer systems as a result of your use of the service.
- 9.10 You recognise that using AJM Automation Limited web hosting services requires a level of knowledge on your or your web development agency's part, without limitation, and that it is your responsibility or the responsibility of your web development agency to upload the content of your website and to check that such content functions satisfactorily.
- 9.11 You warrant that you have the necessary knowledge referred to in clause 9.10 above and acknowledge that whilst AJM Automation Limited may endeavour to assist you on a "good-will" basis, it is not the responsibility of AJM Automation Limited to provide such knowledge or to provide you with support and assistance in relation to your web site, unless otherwise agreed in writing with AJM Automation Limited.
- 9.12 You acknowledge and agree that AJM Automation Limited is not responsible for the security of the contents of any e-mail sent or received using the service.

10. DATA PROTECTION

- 10.1 You agree that AJM Automation Limited may put your name and other information obtained about you by any means into a computerised directory for internal use only, unless we receive written instructions from you.
- 10.2 Both the client and AJM Automation Limited may disclose confidential information received from the other to its reasonable employees, consultants, sub-contractors or suppliers who need to receive the information in the course of performance of this agreement.
- 10.3 Both the client and AJM Automation Limited agree not to:
- 10.3.1 disclose any confidential information received from the other party;
 - 10.3.2 make any use of any such confidential information other than for the purposes of performance of this agreement.

11. BACKUPS

- 11.1 You agree that AJM Automation Limited bears no responsibility for the safe keeping or integrity of any data, including email, website content and other personal data, stored on the server or sent/received using the service.
- 11.2 You agree that AJM Automation Limited may store in any format, any data, including email, website content and other personal data, stored on the server or sent/received using the service.
- 11.3 You agree that AJM Automation Limited bears no responsibility for the backup or restoration of any data, including email, website content and other personal data, stored on the server or sent/received using the service.
- 11.4 You acknowledge and agree that you are responsible for keeping backup copies of your data, by using provided backup facilities, or other means.

12. SEVERANCE

- 12.1 If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

13. GOVERNING LAW AND JURISDICTION

- 13.1 This agreement will be governed by and construed in accordance with English law and you hereby agree to be bound exclusively by the jurisdiction of English courts without reference to rules governing choice of laws.