



Terms of Service **“Web Hosting” Services**

By placing an order with Virgo Networks, you (the client) are agreeing to be bound by these Terms of Service.

This document was last updated on 27th November 2010.

Virgo Networks encourage anyone with queries regarding the content of this document to contact us prior to registering for an account, or requesting services from us.

This document is strictly concerned with the provision of “web hosting services”. The Terms of Service for other Virgo Networks products can be found on our website.

1. Scope of this Document & General Information

- a. Upon placing an order with Virgo Networks, the client is immediately bound by the terms and conditions contained within the most recent version of this document.
- b. It is the sole responsibility of the client to read and understand the contents of this document. The client must not request any of the services that this document concerns in the event of any uncertainty or disagreement, until a resolution has been met.
- c. Virgo Networks agrees that any revision to this document is only applicable once published within the “Legal” section of the Virgo Networks website.

2. Provider Obligations & Liability

- a. Virgo Networks agree to provide services as stated within a client’s invoice, with reasonable care and skill, in accordance with industry best practise.
- b. Virgo Networks shall not be held liable in any circumstances or event, for loss or damages of any kind that arise from our inability to provide a service for any reason.
- c. Retaining backups and copies of data is the sole responsibility of the client, and under no circumstances shall Virgo Networks be held accountable for the loss of any client data held within our systems.

3. Client Obligations & Liability

- a. Clients are required to ensure that their account and all invoices are paid in full, and that no debt is allowed to remain outstanding on any account.
- b. Clients are required to ensure that their personal information is present and accurate at all times within their account.
- c. Clients are fully liable for all content held within their account. This includes (but is not limited to) content uploaded by the client, their subordinates or employees, and users of their website. It is the sole duty of the client to ensure that any content hosted within their account and services;
 - i. Does not contravene any article mentioned in section 4 of this document,
 - ii. Does not contravene any law or legislation of the United Kingdom or France,
 - iii. Is backed up in a separate location at all times, should the content be considered of importance to the client.
- d. The client agrees that they will without reservation or limitation defend Virgo Networks against any third-party claim or action of any kind, filed due to the content within their account. The client will indemnify Virgo Networks against all losses, damages and liabilities in addition to reasonable expenses and costs that are incurred as the result of such a claim.
- e. Clients accept total and unreserved responsibility for any loss or damage that may occur due to lack of service or loss of data by Virgo Networks in any situation or circumstance, without exception.

4. Prohibited Content & Activity

- a. Clients are under no circumstances allowed to store any of the following content on any systems owned or operated by Virgo Networks:
 - i. Material or work that is the copyright of another person or party, where the client does not have written permission to store and distribute said content.
 - ii. Material that promotes hate, violence, racism and other forms of discrimination.
 - iii. Material that depicts, documents or refers to acts of terrorism, the sale, design or use of weapons.
 - iv. Material that depicts, documents or refers to the use of illegal/controlled drugs or narcotics.
 - v. Pornographic material that either; depicts persons under the age of 18 years, or violates the laws of the United Kingdom of Great Britain and Northern Ireland, and France.
 - vi. Material that is deemed in the eyes of Virgo Networks employees or contractors to be obscene or offensive.
- b. Clients are under no circumstances allowed to make use of systems owned or operated by Virgo Networks to engage in any of the following activities:
 - i. Sending of unsolicited E-Mail (SPAM).
 - ii. Operation of any IRC services.
 - iii. Providing free hosting or mail services to members of the general public.
 - iv. Any other activity that, in the professional opinion of Virgo Networks, is seen to have a detrimental effect on the performance of our systems and the services that other customers receive.
- c. Virgo Networks reserve the right to;
 - i. Terminate any account found to be in breach of the above conditions without warning or notice,
 - ii. Inform law enforcement agencies of any un-lawful content.

5. Peer-to-Peer Applications

- a. Peer-to-peer file sharing applications are not permitted on our shared hosting products, with the exception stated in term 5-b.
- b. Customers on the "Large" shared hosting plan may operate a Bit-Torrent tracker, provided that the following conditions are met:
 - i. The tracker must not distribute content for which the account holder does not hold the copyright.
 - ii. The tracker must not place an excessive or un-due load on the server. In such an event, Virgo Networks will contact users to discuss any issues of this nature, before action is taken.

6. Payment & Refunds

- a. Clients are required to remit payment in full, in advance of the services they receive. It is the sole responsibility of the client to ensure that their account is in good standing, and has no outstanding balance.
- b. Virgo Networks reserve the unconditional right to terminate any account on which a payment is overdue.
- c. Virgo Networks reserve the right to refuse a refund in circumstances where a client has their service terminated due to breach of terms and conditions.
- d. Clients are responsible for the management of their account balance.
- e. The client must work with Virgo Networks to ensure that all payments reach their account when required.
- f. The client accepts that once a payment has been made, they surrender any right to a refund.
 - i. Any refunds are at the discretion of Virgo Networks. Should a client have their account suspended, they will not receive any refund in the vast majority of cases.

7. Provision of Support

- a. Virgo Networks agree to provide all clients with a reasonable level of support for the services they receive.
- b. Virgo Networks will aim to respond to all queries within 10 hours or less. However, we do not operate any formal response time or Service Level Agreement (SLA) unless otherwise specifically stated for the services you receive.
- c. Customers will receive assistance with all incidents relating to an issue or fault with any system or service operated by Virgo Networks. Virgo Networks guarantee to respond to all correspondence highlighting issues of this nature.
- d. Virgo Networks will always endeavour to provide support for other issues (for example integration of third party scripts and software), but do not provide any guarantee or assurance relating to the provision or quality of this support. For issues of this nature no warranty or SLA is given or implied.
- e. During busy periods, Virgo Networks reserve the right to prioritise any enquiries raised by clients, in any order deemed appropriate in our professional opinion.

8. Termination of Services

- a. Virgo Networks reserve the right to terminate the services of any client at any time, without obligation to provide valid reason.
- b. Virgo Networks do not guarantee to provide advance notice regarding the termination of any account.
- c. Accounts terminated where 5 or more days notice has been provided may be removed immediately, along with all related data and content.
- d. Accounts terminated where less than 5 whole days notice has been provided, shall be retained along with all relevant data for at least 6 days, to permit the client to obtain copies of their data. In certain circumstances direct access to data may not be permitted, and data will be provided on appropriate media at the clients expense (i.e. CD-ROM or DVD).
- e. Accounts terminated due to reasons involving un-lawful content or action by law enforcement agencies will be retained along with their associated data. In these circumstances, the client will not be permitted to access their data.
- f. When an account is terminated due to misuse, any refund will be handed in accordance with term 5-f.

9. Cooperation with Law Enforcement

- a. Virgo Networks will comply with the investigation of law enforcement agencies to the maximum extent possible.
- b. Virgo Networks reserves the right to disclose client details and data to any law enforcement agency, to assist with an on-going investigation.
- c. In instances where data is provided to law enforcement agencies, Virgo Networks may not be permitted to notify the client of the request for and exchange of data.