

Terms of Service and Acceptable Usage Policy, forming the “Agreement”

The Terms of Service, together with the Acceptable Usage Policy below, form the “Agreement” between the Supplier and the Subscriber for the provision of the Service.

Agreed Terms

“Company”, “Supplier”	Means ServerForce Ltd
“Company's Website”	Means ServerForce Ltd's website at www.serverforce.net
“Subscriber”	Means the customer to which this Agreement relates
“Agreement”	Means the Terms of Service and the Acceptable Usage Policy combined, which forms the contract upon which business is conducted between the Company and the Subscriber
“UBE”	Means “Unsolicited Bulk E-mail”, i.e. E-mail that the recipient has not solicited and is sent in bulk by the Subscriber.
“Service”	Means any and all service(s) that the Subscriber is being supplied by the Company.
“IP Address”	Means an Internet Protocol address.
“Shared Hosting”	Means any Service which is shared with other Subscribers of the Company. This includes, but is not limited to: Web Hosting, Reseller Web Hosting, Virtual Private Servers. For the avoidance of doubt, any Service supplied by the Company shall be classified as “Shared Hosting” unless the Service title begins with the word “Dedicated”, for example, “Dedicated Server”.
“Clause”	Means a numbered item within this Agreement.
“Person”	Includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
“SLA”	Means Service Level Agreement, a document which offers a certain level of performance for a specific task from the Company, and offers payment, in the form of Service credits, if the documented performance is not met.
“Terms of Service”	The terms and conditions by which business is conducted between the Subscriber and the Company.
“Acceptable Usage Policy”	The acceptable usage of the Service by the Subscriber and other third parties, as detailed in the Agreement.

ServerForce Limited (“The Company”) agrees to furnish the applicable service(s) (“Service”) to the Subscriber, subject to the following TOS (“Terms of Service”) and AUP (“Acceptable Usage Policy”), which form the Agreement.

Placing an order, establishment of the Service, use of the Service and making payment all constitute acceptance of the Agreement.

Terms of Service

- 1. Service:** The Subscriber will communicate the Service(s) which they desire the Company to supply, either by placing an order via the Company's Website, or via a sales discussion. Once the Subscriber and the Company has agreed the Service(s) to be supplied along with pricing (this will be automatic if the Subscriber places an order for a Service offered on the Company's Website, subject to Clause 10 of the Agreement), the Subscriber's Service will be added to the Company's billing system. The terms of supply for all Service(s) supplied by the Company to the Subscriber shall be set out in the Agreement. Any amendments or additions to the Subscriber's Service(s) shall be communicated to the Company in accordance with the Agreement, and any such amendments, additions or cancellations will also be bound by the Agreement.
- 2. Disclosure to Law Enforcement:** The Agreement specifically prohibits the use of the Company's Service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all Subscriber information including contact details, assigned IP addresses, Service history, Service usage, etc. to any law enforcement agent who supplies a valid Court order obliging the Company to supply such data, without further consent or notification to the Subscriber.
- 3. Service Rates:** The Subscriber acknowledges that the nature of the Service furnished and the initial rates and charges have been communicated to the Subscriber. The Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time.
- 4. Payment:** Establishment of the Service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the invoice due date.
- 5. Refund and Disputes:** Refunds are at the sole discretion of the Company. This includes any one-time set-up fees and subsequent charges regardless of usage. Any overcharges or billing disputes must be reported to the Company within 60 days of the time that the disputed issue occurred. If Subscriber disputes a charge to their credit card issuer or bank that, in the Company's sole discretion is a valid charge under the provisions of the Agreement, Subscriber agrees to pay the Company an "Administrative Fee" of not less than £50 nor more than £150.
- 6. Failure to Pay:** The Company may temporarily deny the Service or terminate the Service upon the failure of Subscriber to make payments when due. Such termination or denial will not relieve the Subscriber of responsibility for the payment of all accrued charges and any charges which would have become due within the remaining service period, plus reasonable interest and any collection fees. Service interrupted for non-payment may be subject to a £50 reconnect charge. Accounts not paid by their due date will be subject to a 10% late fee (calculated from the total invoice amount excluding VAT if applicable). Accounts that are not collectable by the Company may be turned over to an outside collection agency for collection, and/or a small claims court action may be pursued to recover the debt. If the Company pursues either of these options, Subscriber agrees to reimburse the Company for any costs incurred, in addition to payment of the original debt.
- 7. Distance selling Regulations Act:** Cancellation under the Distance Selling Regulations Act is not possible once the Subscriber begins using the Service. The Distance Selling Regulations only apply to private customers within the UK.
- 8. Abuse Reports:** The Company may receive complaints from members of the public about the conduct or activity of the Subscriber in relation to their Service. While investigating such complaints, the Company may forward the details of the complaint to the Subscriber in order to clarify whether a violation of the Agreement has occurred. The Subscriber agrees to fully cooperate with the Company in its investigation of a complaint. Subscriber agrees that non-cooperation is, in itself, a violation of the Agreement.
- 9. Service Cancellation:** Cancellation requests must be made in writing no later than 10 days before the next service renewal, but not more than 60 days. Cancellation requests must be submitted via ticket at <https://www.serverforce.net/support/>.

A cancellation request is not valid until it is confirmed as received by the Company in writing. Any outstanding account balance must be cleared before the Company can cancel the Subscriber's Service. The Subscriber must have all Service information to cancel.
- 10. Errors and Omissions:** The Company does not accept liability for any error or omission on its Website or via personal discussion between the Company and the Subscriber, which leads to inaccurate pricing, Service specifications or other information being wrongly communicated to the Subscriber or applied to the Subscriber's

Service. The Company shall have the right to amend any inaccurate information without penalty or liability. In the case of invoice(s) charging an amount lower than that agreed by the Subscriber and the Company, the Subscriber agrees to pay the difference without delay.

- 11. Service interruptions:** Subscriber acknowledges that the Service provided is of such a nature that the Service can be interrupted for many reasons other than the negligence of the Company and that damages resulting from any interruption of the Service are difficult to ascertain. Therefore, the Subscriber agrees that the Company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the Company, and in any case any payment offered by the Company shall not be greater than the Subscriber's Service fees during the month in which the interruption occurred, or beyond the amount of credit due from any applicable Service Level Agreements pertaining to such a service interruption, whichever is the smaller. Subscriber further acknowledges that the Company's liability for its own negligence may not in any event exceed an amount equivalent to the fees payable by the Subscriber for the relevant Service during the month any alleged damages occurred. In no event shall the Company be liable for any special or consequential damages or loss.
- 12. Service Level Agreement:** The Company operates certain Service Level Agreements, which set out the Company's intended performance in relation to the subject which the SLA covers, and offers payment in the form of Service credits if the intended performance is not met by the Company. Not every SLA is applicable to every Service supplied by the Company. Therefore, an SLA shall only be deemed active over a particular Service if clearly stated on the Company's Website, or confirmed in writing by an authorised Company representative to the Subscriber. Any terms and conditions relating to the operation of an SLA shall be fully binding. In the event of a contradiction between the terms and conditions of an SLA and the Agreement, the terms of the Agreement shall prevail. SLA details can be obtained from the Company's Website.
- 13. Agreement Validity:** The Agreement shall be construed in all respects in accordance with the laws of the United Kingdom, applicable to contracts enforceable in that Country. If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14. Network

- 1. Internet Blacklisting:** Should any IP space assigned to the Subscriber become listed on any Internet blacklists, relating to spam or otherwise, the Subscriber acknowledges that action may be taken in accordance with Clause 15 of the Agreement to protect the interests of the Company and their other operations. The Company will liaise with the Subscriber to ascertain the cause of the blacklisting. Subscriber agrees to allow access to the Service by the Company in order to investigate the cause(s) of the blacklisting. Should it be deemed that Subscriber has been blacklisted as a result of a violation of the Agreement, the violation will be dealt with in accordance with Clause 15 of the Agreement. Subscriber agrees that any costs incurred by the Company for removal of the offending IP space from the relevant blacklist will be paid for by the Subscriber.
 - 2. IP Address Assignment:** If the Company assigns the Subscriber an Internet Protocol address for Subscriber's use, the right to use that Internet Protocol address shall belong only to the Company, and the Customer shall have no right to use that Internet Protocol address except as permitted by the Company in its sole discretion in connection with the Service, during the term of the Agreement. The Company shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to the Subscriber by the Company, and the Company reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Allocation of IP addresses is guided by RIPE's policies. The Company will periodically review IP address usage and may reduce Subscriber's IP address allocation if it deems that Subscriber is not using their allocation fully.
 - 3. Data transfer:** Customer agrees that data transfer shall not exceed the agreed usage. The Company will monitor the Subscriber's data transfer usage. The Company shall have the right to take corrective action if the Subscriber's data transfer usage exceeds the agreed usage of the Service. Such corrective action may include the assessment of additional charges, or if the Company believes that the excess data transfer usage may adversely affect the Company's other clients or operations, Subscriber's service may be temporarily suspended in accordance with Clause 15 of the Agreement.
- 15. Violations of this Agreement:** The Company is under no duty to look at the Subscriber's activities to determine if a violation of the Agreement has occurred, nor does the Company assume any responsibility through the Agreement to monitor or police Subscriber's activities. If the Company deems, at its sole discretion, that a breach of the Agreement has taken place, the following actions may be taken:

- 1. First violation:** If the Company determines the Subscriber has violated any Clause of the Agreement, the Subscriber may have their Service restricted, suspended or, in cases where the company deems the violation suitably serious, terminated, if the Company determines it to be necessary. An e-mail informing Subscriber of the violation and the intended action will be sent to the Subscriber, however prior notice of intended action is not guaranteed. The Service may be subject, at the Company's discretion, to a temporary suspension pending Subscriber's agreement in writing to refrain from any further violations.
- 2. Second Violation:** If the Company determines that the Subscriber has committed a second violation of any Clause of this Agreement, the Subscriber's Service shall be subject to immediate restriction, suspension or termination.

The Company reserves the right to notify law enforcement officials if the violation is believed to be a criminal offence.

The Company reserves the right to invoice the Subscriber for any costs associated with the investigation of a substantiated Agreement violation.

Further to the above, the Company reserves the right to drop any relevant IP address(es) involved in breaches of this Agreement if it is clear that the offending activity is causing significant harm to parties on the Internet. In certain circumstances, the Company may have to do this before attempting to contact the Subscriber. If the Company does this, the Subscriber will be contacted as soon as is feasible.

- 16. Network Emergencies:** Should the Subscriber's Service cause network degradation to the Company's wider operations as a result of, including but not limited to, receiving Denial of Service attacks, the Company reserves the right to temporarily suspend the Subscriber's Service until such a time as the event has stopped, or has fallen back to a level which does not degrade the Company's other operations.
- 17. Shared Hosting Emergencies:** In such circumstances as the Subscriber's Service is Shared Hosting, and the Subscriber causes degradation to other users of the Company's Shared Hosting environment, including, but not limited to using excessive CPU, RAM, Hard Disk throughput or other resources, the Company shall have the right to suspend the Subscriber's Service to protect its other operations until such a time as the Subscriber can remedy the situation.
- 18. Agreement Amendments:** The Company reserves the right to amend its policies from time to time. Subscriber agrees that amendments to the Agreement by the Company shall not be grounds for non-payment or cancellation outside of the scope of the cancellation policy detailed in Clause 9 of the Agreement.
- 19. Third party access and liability:** The Subscriber will be held liable under this Agreement for the actions of any third parties, including but not limited to: customers, staff or members or the public.
- 20. Indemnification:** Subscriber indemnifies the Company for any violation of the Agreement that results in loss to the Company or the bringing of any claim against the Company by any third party as a result of a violation of the Agreement by the Subscriber. Subscriber further agrees that any costs incurred by the Company by such action will be paid for by the Subscriber.
- 21. Subscriber contact details:** Subscriber must provide the Company with, and keep current, correct contact information for the Subscriber.
- 22. Company waiver:** A waiver by the Company of any breach of any Clause of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other Clause thereof.
- 23. Agreement Transfer:** Subscriber shall not transfer or assign the Agreement without the prior written consent of the Company. The Company may assign this Agreement at any time, by providing no less than 30 days' notice to the Subscriber.
- 24. Damages:** The Company is not responsible for any damages Subscriber's business may suffer. For the removal of doubt, "Business" refers to commercial, non-commercial and private activities. The Company does not make implied or written warranties for the Service beyond any relevant Service Level Agreement. The Company denies any warranty or merchantability for a specific purpose. This includes, but is not limited to, loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by the Company.

- 25. Responsibility for data:** The Subscriber is solely responsible for any data stored on and served by the Subscriber's Service. It is the Subscriber's sole responsibility to take precautions against data loss. If the Company offers a backup service, it is stored at the same physical location as the primary Service unless otherwise stated. Any backup service offered is on a best-efforts basis only, and no guarantees nor warranties, either expressed or implied, regarding the safety, longevity or availability of the data stored on this server are offered. Any data uploaded to, and/or stored on, the backup service is done entirely at Subscriber's own risk.
- 26. Denial of Service:** We reserve the right to decline to enter into a business relationship with an applying individual or business at any time and for any reason.
- 27. Service support:** Unless explicitly stated otherwise in writing, all services sold by the Company are unmanaged. This means that the Company is only responsible for the initial set-up of the service and maintenance of any relevant hardware which the Subscriber's Service depends upon; it is the responsibility of the Subscriber to operate and maintain their Service. This includes, but is not limited to, software configuration and upgrades.
- 28. Third Party Involvement:** The Subscriber acknowledges that the Company is not responsible for the actions of any third party which the Subscriber permits access to the Service and agrees to hold harmless and indemnify the Company for any such access.
- 29. No Partnership or Agency:** Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

Acceptable Usage Policy

- 30. Unsolicited Bulk Email ("UBE"):** The Company takes a zero tolerance approach to the sending of Unsolicited Bulk Email ("UBE") from the Subscriber's Service. The Subscriber may not use or permit others to use the Company's network to transact in UBE. The Subscriber may not host, or permit hosting of, sites or information that is advertised by UBE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies which in turn make a SMTP (TCP port 25) connection to the destination mail servers. This technique may result in account action being taken in accordance with Clause 15 of the Agreement. In order to prevent unnecessary blacklisting due to spam, the Company reserves the right to occasionally sample bulk email being sent from servers.

Upon notification of an alleged violation of our UBE policy, the Company will initiate an investigation. During the investigation, the Company reserves the right to restrict the Subscriber's access to their Service to prevent further violations, in accordance with Clause 15 of the Agreement. If the Subscriber is found to be in violation of the Company's UBE policy, the Company may, at its sole discretion, restrict, suspend or terminate the Subscriber's Service in accordance with Clause 15 of the Agreement.

- 31. Censorship:** The Company supports the uncensored flow of information and ideas over the Internet and does not actively monitor Subscriber activity under normal circumstances. Similarly, the Company does not exercise editorial control over the content of any web site, e-mail transmission, newsgroup message, or other material created or accessible over or through the Service. However, in accordance with the Agreement, the Company may take action, in accordance with Clause 15 of the Agreement, against any materials that, in the Company's sole discretion, may be illegal, may subject the Company to liability, or which may violate the Agreement.
- 32. Inappropriate Material:** Subscriber may not use their Service to publish material which the Company determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including, but not limited to narrative descriptions, graphics (photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.
- 33. Security:** The Subscriber is responsible for any violation of the Agreement, even if the violation was committed by a friend, family member, guest, employee or other third party. Therefore, the Subscriber must take steps to ensure that others do not gain unauthorised access to the Service.

Violations of the AUP

The following constitutes violations of the AUP:

1. **Illegal use:** Subscriber's Service may not be used for illegal purposes, or in support of illegal activities. The Company reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected violation of this Agreement, crime or civil wrongdoing.
2. **Harm to minors:** Use of the Subscriber's Service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
3. **Obtaining unauthorised service:** Taking any action in order to obtain service from the Company to which the Subscriber is not entitled.
4. **Threats:** Use of the Subscriber's Service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens, including but not limited to encouraging bodily harm, destruction of property or discrimination.
5. **Harassment:** Use of the Subscriber's Service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another person or organisation.
6. **Fraudulent activity:** Use of the Subscriber's Service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."
7. **Forgery or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead; attempting to impersonate any person by using forged headers or other identifying information. The use of anonymous remailers or nicknames does not necessarily constitute impersonation.
8. **Impeding third party access:** Malicious intent to impede another person or organisation's use of the Internet, howsoever caused.
9. **E-mail / Message Forging:** Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Subscriber's Service.
10. **Community spamming:** The posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any community, including, but not limited to, newsgroups, mailing lists and social networks. Commercial messages that are appropriate under the rules of a community that are solicited by the recipients are permitted.
11. **Unauthorised access:** Use of the Subscriber's Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, probe, scan or test the vulnerability of a system or network, security measures of the Company's or another entity's computer software or hardware, an electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
12. **Copyright or trademark infringement:** Use of the Subscriber's Service to transmit any material (by e-mail, uploading, posting, hot linking, directly linking or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorised copying of copyrighted material, the digitisation and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorised transmittal of copyrighted software.
13. **Collection of personal data:** Use of the Subscriber's Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
14. **Network disruptions and unfriendly activity:** Use of the Subscriber's Service for any activity which affects the ability of other people, organisations or systems to use the Company's services or the Internet. This includes, but is not limited to:
 1. "Denial Of Service" (DOS) attacks against another network host or individual user. This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
 2. Interference with or disruption of other network users, services or equipment. It is the Subscriber's responsibility to ensure that their Service is configured in a secure manner.

3. The Subscriber may not, through action or inaction, allow others to use their Service for illegal purposes or purposes which violate the Agreement.
4. The Subscriber may not permit the Service, through action or inaction, to be configured in such a way that gives a third party the capability to use the Service for illegal purposes or purposes which violate the Agreement.
5. Unauthorised entry and/or use of another company and/or individual's computer system.

The Company will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

15. **Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
16. **Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right:** Distribution and/or posting of copyrighted or the aforementioned infringements.
17. **Distribution of Viruses:** Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems.
18. **Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection, i.e. ping, without the receiving party's consent.
19. **IRC networks:** Hosting an IRC server that is part of or connected to another IRC network or server.
20. **Unauthorised access:** Circumventing user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for the Subscriber, logging into or making use of a server or account which the Subscriber is not expressly authorised to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools and network probing tools.