

eMeeting Ltd. / Website Hosting License Agreement

This License Agreement ("LA") is a legal agreement between you (an individual or a legal entity) and eMeeting Ltd. ("Dating Scripts").

By purchasing any hosting packages from Dating Scripts you agree to be bound by the terms of this License Agreement.

General Terms & Conditions: The following terms and conditions apply to all services ordered from Dating Scripts and do not affect your statutory rights. By ordering services from Dating Scripts you are agreeing to these terms and conditions.

Dating Scripts reserves the right to suspend or cancel a customer's access to any or all services provided by Dating Scripts when Dating Scripts decides that the account has been inappropriately used or otherwise.

When you purchase your hosting package from Dating Scripts, the account is for the domain you signed up with and that domain alone, unless otherwise stated via an arrangement prior to signup. If you wish to host small sub sites then you must contact Dating Scripts before doing so. If the small subsites consume more bandwidth than is allocated, the owner will be asked to upgrade the account accordingly.

Dating Scripts is not responsible for any claims resulting from the use of our service and does not allow storage of: including, but not limited to the following:

Illegal / Banned Material - This includes copyrighted works, commercial audio, video, graphic, or music files and any material in violation of any local, British or country law.

WareZ - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

Offensive Material - Any material which, at the discretion of Dating Scripts, may cause reasonable offence or upset to others.

Grey Matter Scripts - Due to the security holes and the detrimental affects these scripts can have on server resources the use of Grey Matter scripts are prohibited.

Copyright and Infringements

The customer is liable to the fullest for all actions of any copyright or infringements conducted on their sites and contents. The customer acknowledges the 1988 Copyright Designs and Patents Act and agrees that it shall defend, save and hold Dating Scripts harmless from any and all demands, liabilities, losses, costs and claims, including reasonable lawyer's fees asserted against Dating Scripts, its agents, its customers, officers and employees.

Content Submitted to Dating Scripts

You acknowledge that Dating Scripts does not pre-screen content, but that Dating Scripts and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Dating Scripts and its designees shall have the right to remove any content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

Bulk E-mail, Commercial E-mail (Spamming):

The use of our network to send commercial bulk e-mail whether opt-in or otherwise to promote a site either maintained by Dating Scripts or another party is strictly forbidden, and could result in your account being deactivated without a refund. Under no circumstances does Dating Scripts tolerate the sending of spam and will suspend an account for which the owner is believed to be sending out the unsolicited mail.

Mailing Lists may be operated as long as individuals choose to subscribe to receive mailings, if a complaint is received that this is not being carried out, Dating Scripts reserves the right to suspend any customer account.

We do not allow any domains on our network who have previously acquired a spam record whilst being hosted elsewhere as this can lead to our network being black listed.

Payment Policies

Dating Scripts reserves the right to change prices at any time, but all prices are guaranteed for the term of payment.

Payment is due within 14 days from Invoice issuance (i.e. to the Due Date) unless otherwise stated. If payment is not received within these 14 days, the account will be suspended until such payment is received.

Invoices for those customers who pay by check will be sent via e-mail. The customer is responsible for all money owed on the account from the time it was setup to the time that the customer notifies Dating Scripts in writing and/or e-mail for a request of termination of services.

A Ticket should be raised if you wish to terminate your account. This is the only acceptable cancellation method, and is logged on file.

Cancellation / Refunds

Dating Scripts reserves the right to cancel service at any time at its discretion if the Terms of Service are broken.

Cancellation can be made via e-mail to billing@datingscripts.co.uk. A period of 30 days notice is required when cancelling a service. Although there is no cancellation fee, all fees paid for service are non-refundable and fees are due to the date of cancellation.

Domain names will not be released until payment has been made for our services in full. No refunds can be made once the domain name registration has been submitted.

Bandwidth and Webspace Allocations

If the bandwidth and/or webspace allocation opposed on your account is reached, it is the customer's responsibility to contact Dating Scripts and discuss what shall be done next. If the customer does not wish to purchase extra, the account can be suspended until the end of the month. A customer may at any time upgrade their account or pay for more bandwidth allocation at the current rates on the Dating Scripts site. No account is automatically shut off due to exceeding their bandwidth limits. The account will be billed overage at the current rate on the Dating Scripts website at the beginning of the next calendar month.

Server Abuse

Any attempts to undermine or cause harm to the Dating Scripts servers or a customer of Dating Scripts is strictly prohibited. Dating Scripts holds no responsibility for the use of our client's accounts. Any account that abuses resources and actions are not taken to desist, calls for immediate deactivation without any refund of payments made so far. Any site using what Dating Scripts deems to be using excessive CPU cycles or any resources that cause strain to other sites may also be offered new terms. Chat/IRC, web proxy and unsolicited mailing list scripts are not allowed on our network under any circumstances. Customer acknowledges that Dating Scripts may suspend any account deemed to be abusing service to maintain the smooth running of the server.

IP Addresses

Dating Scripts maintains control of all IP Addresses that may be assigned to a customer site and reserves the right to change or remove any and all IP addresses.

Domain Name Registration

Domain name registration is subject to the terms and conditions of Dating Scripts. Dating Scripts does not guarantee that domain names can be registered. Dating Scripts reserves the right to refuse to register domain names. No action should be taken in respect of domain names until registration has been fully completed as indicated by official registrar's WHOIS search. Domain names are the property of the registrant once the payment fee has been paid to Dating Scripts. Upon payment in full for the domain, Dating Scripts will change, at request, the WHOIS information on the domain name. This can be requested by raising a Ticket. UK & US domains are registered with Nominet and ICANN registration authorities respectively. The registrant is responsible for informing Dating Scripts of any change of address or contact details. Although Dating Scripts will endeavour to contact the registrant when the domain is due for renewal, the registrant is responsible for ensuring that domain renewal takes place when due.

Note: Failure to renew a domain before the renew date will result in loss of use of the domain and/or loss of domain ownership.

Modification of Domains

Dating Scripts does not charge for transferring IPStag / modifying nameservers on domain names (provided full payment has been received for such domain names).

The registrant is responsible for any charges

Indemnification

Customer agrees that it shall defend, save and hold Dating Scripts harmless from any and all demands, liabilities, losses, costs and claims, including reasonable lawyer's fees asserted against Dating Scripts, 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 its customers, its agents, employees or assigns. The customer agrees to defend, indemnify and hold harmless Dating Scripts against liabilities arising out of, but not limited to the following:

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Dating Scripts's server;
- (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
- (3) copyright infringement and
- (4) any defective products sold to customer from Dating Scripts's server.

Server Up Time

Whilst every effort is made to ensure that the servers on which all of Dating Scripts's accounts are stored on are up, there is always some server down time. Dating Scripts shall not be held responsible for any loss of business due to server down time in the provision of its services or otherwise..

Address Details and Privacy

Details are held by Dating Scripts solely for the purpose of contacting the account/domain owners with regards to their business with Dating Scripts. By trading with Dating Scripts, the customer accepts that personal details, including address and contact details will be recorded by domain registrars/registering companies for the purposes of securing domain name(s) only if the customer requests these details to be published. The customer also accepts that contact details may be available to the general public by means of WHOIS searches with the relevant domain registrars if they choose to have their details published instead of Dating Scripts's.

The customer agrees to give Dating Scripts it's latest address and contact information at all times, so that it can be contacted at any time.

Disclaimer

Dating Scripts will not be responsible for any damages your business may suffer. Dating Scripts makes no warranties of any kind, expressed or implied for services we provide. Dating Scripts disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non- deliveries, wrong delivery, registration failure, lapse of domain registration and any and all service interruptions caused by Dating Scripts and its employees. Dating Scripts reserves the right to revise its policies at any time.

This License Agreement is effective upon the earlier of (1) your signature, or (2) your use of the "Software Product" you agree that we need not sign this License Agreement in order for it to take effect.