

Terms & Conditions of Service

By using Bighorse Design Ltd web services you agree to be bound by the terms and conditions below:

Web Site Hosting And Email

You must guarantee to us that you will use the Web Site allocated to you only for lawful purposes. In particular:

- you will not use the Server 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 person to do so.
- you will not post, link to or transmit: (a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way. (b) any material containing a virus or other hostile computer program. (c) any material which constitutes, or encourages the commission of, a criminal offense 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.
- you will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.
- we reserve the right to remove any material which we deem inappropriate from your web site without notice. We do not host WareZ or illegal MP3 content (i.e. you may only upload MP3's if you own the copyright).
- all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.
- users that abuse the network, such as mass unsolicited email (spam), illegal content, fraud, payment invasion, will have their name, website address, details of the abuse and ip number posted on our "name and shame" forum to aid other hosts and our resellers in refusing you future accounts. Under all circumstances we will inform your ISP of your actions and if necessary legal and police departments. We will not tolerate any abuse of our network and abuse will be punished to the fullest extent allowable under law.
- if you abuse the network or we receive a complaint about your account we will investigate this and we have the right to suspend the account. In extreme cases we may terminate your account immediately. In such circumstances a refund will not be paid.

Web Site Hosting Service Availability

We shall use our reasonable endeavors to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.

Uptime guarantees do not include downtime required to upgrade / service hardware or problems caused by your equipment or 3rd parties, for example but not limited to, your ISP (internet service provider).

Managed/Unmanaged sites

The hosting packages we provide are all managed. We control all the control panels, set up emails, passwords etc. Provide monthly checks on the site ie bandwidth used. Packages sold as unmanaged will have a minimum control level to stop abuse of our systems.

Third party sales

The server space we provide is for individual sites. We do not provide server space for resale in any form.

Ecommerce

We can supply database driven E-commerce sites. We try to provide the most secure system we can. All our ecommerce sites connect to Paypal. Their secure servers take over the shopping basket and payments. The payments are then controlled by Paypal and you will only relieve an order from them on their receipt of a successful payment.

We do not allow the sale on any site of anything illegal or dangerous. We will not be liable for any sales made through your website. Any site found to be acting unlawfully or fraudulently will have their account suspended.

Statistics

Statistics of hits and visitors can be provided (dependent on hosting package or as an extra). These will be provided in email form monthly or yearly.

Technical Support

We do provide technical support, to assist in any problems you may have with your site or emails set up by us. If you experience any problems you should contact studio.

Site Submissions and Directory listings

We make no guarantee that sites submitted to search engines and directories will generate more business. Any site we submit must be complete and working. A list of search engines and directories will be provided to you on request.

Renewals

Domains and hosting are renewed on an annual basis. You will be sent a renewal invoice, if you wish to cancel or move your hosting you must contact studio **before the due date**. Payments must be completed on renewal invoices before the due date to avoid any disruption to your services. Hosting, domains and blogs will not be renewed without your approval. Failure to respond to studio on the renewal request may lead to your service being terminated and domains being lost. Clients who wish to pay annually by standing order receive a discount on their services. Proof must be supplied of standing order set up. No reminder will be sent prior to renewal but a confirmation invoice will be sent after payment is completed.

Terminations of service

In the event of you terminating your service agreement, written confirmation must be provided. Refunds will only be paid on whole quarters remaining on the total annual package. Any out standing amounts for domains registered part way through the hosting package will be deducted from the refund amount. On termination your account will be removed from our servers after 5 working days. This will include email addresses and email forwards. If you wish to transfer a domain registered by Bighorse Design Ltd to another agent, a small charge may apply.

Domain Registrations

To keep in line with current legislation, any domain names you request will be registered in your company name, Bighorse Design Ltd will be named as the billing contact and administrator. You will be charged an agreed renewal for the domain name on an annual basis. This does not affect domains owned by you, transferred to our network.

Spam Policy.

The sending of unsolicited email, aka spam / spamming from our network is not tolerated. Every spam complaint will be investigated and any unjustified complaint(s) will not be held against you. Justified complains may result in your account being withdrawn.