

STANDARD TERMS & CONDITIONS

1. WHAT FORMS THE AGREEMENT

By applying for our AKIS Web Hosting Services, you the client, agree that these Terms shall apply to those Services. These Terms shall come into force if and when we, Anthony Keenan Internet Services (Studio 126, 196 Rose Street, Edinburgh, EH2 4AT, UK), email you to confirm acceptance of your application (order) via Welcome Email. These Terms set out all the terms agreed between us about the subject matter of this Agreement.

2. DEFINITIONS

Agreement	These Standard Terms & Conditions, together any specific additional terms agreed in writing in an AKIS quotation
We / AKIS Services	Anthony Keenan Internet Services
Order	The services provided by AKIS to you under these Terms
Server	An application for services from AKIS by the client
Charges	Any server computer that we allow you to access or in which we allocate you resources
Start Date	Are the charges payable by you the client for the provision of AKIS services, details of which can be found on www.akis-webhosting.com and may vary from time to time.
Terms	The date on which we email you to confirm acceptance of your application/order
	These Standard Terms & Conditions

3. LAW

This agreement is governed by Scots law and the Scottish courts shall have exclusive jurisdiction to settle any claim or dispute which may arise out of or in connection with this agreement.

4. ORDER ACCEPTANCE

We have not accepted a client order until we have setup the account and you receive the AKIS 'Welcome Email' including all details specific to your account. Until this time, we reserve the right to refuse, cancel or reject any order made by the client. In such cases, a full refund will be made using the same method as payment was originally made.

5. PAYMENTS & INVOICING

- You shall pay the fees for the Services. All the prices and charges we quote are exclusive of VAT which will not be charged since we are not VAT registered (and are not required to be at this time).
- We operate an online electronic invoicing system which issues invoices via email with PDF invoice attachments (which can be printed by you). Payment must be made via an accepted method as listed on the invoice.
- You will pay all of our invoices in cleared funds by the due date set out on the invoice. Non-payment of services shall result in a 5 day notice of suspension. Non-payment after 30 days will result in account termination.
- We shall not be liable for any losses to you caused by our suspension of services due to your late payment or non payment. We are entitled to charge you a reasonable fee for reactivation of suspended Services.
- We shall be entitled to increase our fees for any or all Services once in each year. However, we shall limit any such increase to less than 10%.
- Clause 5e above does not apply to varying a Service (clause 6 below).

6. HOW WE VARY THIS AGREEMENT OR SERVICE

- We, but not you, may vary this Agreement or a Service by notifying you of the change by email - giving reasonable period of notice of the variation.
- If we vary a Service, we may increase the fees for that Service.
- If we notify you of variation of a Service, you may cancel that Service for any reason by giving not less than 14 days notice from the date on which you receive notice of the variation from us. We shall refund you a proportion of the fees representing the number of paid-for days of Service that you will not be receiving due to termination.

7. YOUR OBLIGATIONS

You warrant that you have the full authority to enter into this Agreement. Whilst this agreement is in force, you shall Comply with our reasonable instructions and guidelines about the use of the Services, and not sell, deal, transfer, or otherwise make available the Services to any third party for any purposes unless we have previously agreed with you by email. You may not assign or transfer any part of this Agreement without our consent.

8. DOMAIN NAMES

If you buy domain name Services from us, you acknowledge and agree that once you have paid for the domain name, we will register that domain name (as spelled) and you will be marked as the registrant on the domain records. We cannot amend that domain name following purchase. Note that your late payment of invoices may result in loss of your domain name.

9. NOTICES

Any notice under this Agreement shall be given to the other party's email address given for the Service (ours being system@anthonykeenan.com).

10. MISUSE OF THE SERVICES

- The use of the Service for the sending of spam/unsolicited email through our Server promoting any website or through third party servers promoting a website on our Server can result in the suspension or termination of the Service without refund. Mailing lists may be operated as long as individuals choose to subscribe to receive mailings via clear 'opt in' methods and a strict removal procedure is published in all mailings. 'Safelists' and other advertising mailing lists may not be used.
- Our Servers must not be used for the hosting of, communication of, reference to or linking to: nudity, pornography, anything obscene in nature; violations of any copyright or other third party rights; threatening, abusive, harassing, defamatory statements; promotion of illegal activities; information or software containing any kind of virus; hate speech or propaganda; the collection of personal information for illegal purposes; or any other content deemed by us at our sole discretion to be harmful to us.
- You agree not consume excessive system resources - as defined by us at http://www.akis-webhosting.com/policy_resource_usage.htm.
- We reserve the right to remove any files / material which we deem inappropriate from your web site hosted on our Server without notice.

11. BANNED SCRIPTS

The installation, hosting or use of specifically listed scripts on our Server is strictly prohibited for server stability and security reasons. Due to the nature of scripts and applications available on the internet it's likely that the list of banned scripts will be updated from time to time. Thus this list of banned scripts is located at and will be kept maintained at the URL: http://www.akis-webhosting.com/policy_banned_scripts.htm. You must visit this URL and acquaint yourself with the list of banned scripts and shall not use any of those listed on the Server. Any such scripts found on the Server may be removed by us without notice and repeated violations may result in account suspension or termination.

12. EXCEEDING USAGE LIMITS

If you exceed the prescribed usage limits for data transfer per month, we reserve the right to suspend the Service until the beginning of the next month. We may also email you, at the end of the month, and give you the option of upgrading to a Service that is more appropriate for your usage levels. If you notify us that you wish to upgrade, you will pay the fees for the upgraded Service from the day on which we upgrade your Service.

13. REFUNDS & CANCELLATIONS

Clients are entitled to a full refund for the Services within 30 days of the Start Date per our SLA. This will be issued in the same method as originally used by the client. Offline methods of payment will be refunded via cheque. This money back guarantee does not apply to domain name registrations. NB: No refunds will be issued for any account cancellations requested after the initial 30 day period from the Start Date.

14. TERMINATION

This Agreement takes effect on the Start Date. Subject to clause 13 it shall continue until terminated in accordance with this clause 14. Either you or us may terminate this Agreement and/or any Service at any time and for any reason by giving a minimum of 10 days notice - unless termination is for your breach of these Terms in which case termination may be carried out immediately. If we terminate this Agreement and you are not in breach of these Terms, we shall issue you a pro-rata refund of fees representing the unused portion of the Service you will not receive.

15. INDEMNITIES

You agree to fully indemnify and keep us fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by us and arising from your misuse of the Service, breach of this agreement, your negligence or other act or omission.

16. LIMITS ON LIABILITY

We shall not be liable for any type of loss, whether direct, indirect or consequential which may result from the Service or Server being unavailable for any reason, or from the corruption or deletion of your data held on the Server, or for any other reason including, but not limited to our action or inaction - even if we were notified that you would incur any of these losses. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim. The implied warranty of satisfactory quality and fitness for a particular purpose is hereby excluded.