



RapidHost Terms & Conditions of Service

February 2009

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Introduction

We want to make being a RapidHost customer the best experience it can be for you.

The terms of using our service are set out with this in mind. If you have any queries about our terms of service, please email enquiries@rapidhost.co.uk

RapidHost provides internet, email and application hosting and additional services. RapidHost reserves the right to suspend or cancel a customer's access to any or all services provided by RapidHost when RapidHost decides that the account has been inappropriately used or otherwise.

Note that all our services are covered by the General Terms of Service. In addition please see service specific terms of service.

Our business is continually evolving and as such we reserve the right to change our Terms of Service when necessary. It is your responsibility to ensure that you are up to date with all of our Terms of Service. We will, however, notify you of any prominent changes we feel you need to be pro-actively made aware of.

Jurisdiction

These Terms of Service shall be interpreted according to the laws of England and Wales.

Please note: By purchasing any of our services you agree to be bound by all of RapidHost's Terms of Service.

Amendments History

- February 2009 **General Terms - Server Use**
Extended to exclude the storing of illegal material.
- Acceptable Use Policy**
Changes to Web Hosting section to better specify illegal and other undesirable content.
- Reporting Email Misuse**
Reporting address changed to abuse@rapidhost.co.uk.
- November 2008 **Dedicated, Virtual Private and Co-located Servers**
100% network availability guarantee replaces previous network availability section.

General Terms of Services

Server Use

- RapidHost reserves the right to refuse service and/or access to its servers to anyone.
- RapidHost does not allow any of the following content to be stored on its servers:
 - Adult material - includes all pornography, erotic images, or otherwise lewd or obscene content.
 - Illegal material.
 - Excessive download content or non-linked content.
- Refusal of service based on content matching either of these two criteria is entirely at the discretion of RapidHost.
- RapidHost reserves the right to move your data to a different server with no previous notice.

Support

We will endeavour to provide a continuous high quality service. If you experience problems with your service, you should consult our Online Support System. Should you fail to find a resolution to your problem in our Knowledge Base then please contact us via our Online Support System

Please note we may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services. Information concerning scheduled downtime is available in the News section on our Online Support System as are details of any interruptions to our services.

Reselling of Services

All accounts other than such Reseller accounts that RapidHost may offer from time to time are to be used by the primary owner only, and do not allow the holders to resell, store or give away web-hosting services of their website to other parties.

Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

Customers may however resell all of our services with a Reseller package.

RapidHost reserves the right to suspend access to any control panel based facilities of a Reseller account if a customer's use is deemed to be affecting the platform. Access will be reinstated pending investigation and appropriate fixes to any conflicts.

Bandwidth Use Policy

Bandwidth usage: RapidHost offers a burstable bandwidth use policy by maintaining large ratios of bandwidth per customer. In rare cases, RapidHost may find a customer to be using server resources to such an extent that he or she may jeopardise server performance and resources for other customers. In such instances, RapidHost reserves the right to impose the High Resource User Policy for the consideration of all customers.

Database Usage

If you exceed the limits on our database products (MS SQL, FileMaker and MySQL) then we will automatically charge you for the additional space you use at our current prices. For example if you have a 150MB database and 200MB is in use at the time of billing then we will charge for the extra 50MB in that month.

High Resource User Policy

Resources are defined as bandwidth, processor utilisation or disk space.

RapidHost may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available RapidHost reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby RapidHost continues hosting the website for an additional fee.

Uploads Via Scripting Languages

We may limit uploads made via scripting languages - including PHP, ASP and ASP.NET. Uploads made using PHP may be limited to 20MB per file.

Payment Policies

All accounts are set up on a prepay basis. Although RapidHost reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Payment thereafter is due every 30, 90 or 365 days, following the date the account was established. Customers will automatically be invoiced again for the next prepay period unless closure notification has already been given.

In situations where the card number on file is declined and/or an invoice remains unpaid RapidHost reserves the right to suspend other services until the outstanding debt is cleared. Any non-payment of a recurring invoice is subject to a £20 plus VAT administration charge. The customer is responsible for all money owed on the account from the time it was established to the end of the notice period following the time that the customer sends a written cancellation request.

For customers who have credit/debit card accounts you are required to have a valid credit/debit card and email address registered on your account at all times, failure to do so may result in suspension of your account.

Invoices will be sent directly to customers via email or regular mail.

All payment is in UK sterling, and all prices are displayed ex VAT unless stated otherwise.

Your Personal Details

Please note that whilst your email is primarily used for billing purposes, RapidHost reserves the right to email you information about enhancements to our systems and product offerings. You can unsubscribe from marketing communications at any time.

We will not provide any of your personal information to other companies or individuals without your permission. However, we may need to provide your contact details to third parties that RapidHost may use for the purposes of delivering specific services to you (e.g. customer support).

Payment Options

In order to streamline our accounting procedures and keep costs down RapidHost currently runs a limited number of payment options.

BACS, bank transfers or standing orders into RapidHost's bank account.

- Cheque Payment: This option is available to business customers by agreement with RapidHost. A credit/debit card number will still be required if customers require the facility to purchase domains and other services on-line. RapidHost cannot guarantee that a service will be provided until after any received cheques have been cleared.

- Credit/Debit Cards: RapidHost accepts MasterCard, Visa, Visa electron, Switch/Maestro or Solo.

Cancellation And Refunds

RapidHost reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes RapidHost' terms of service a refund will not be issued in the event of a cancellation.

Customers may cancel their account at any time by giving 30 days notice of cancellation.

Fees charged on a prepay basis are non-refundable. In addition some accounts incur set-up fees, these charges are also non-refundable.

Domain credits cannot be refunded as they allow the purchase of domains at discounted prices, based on an upfront commitment.

Chargebacks

Any customer withdrawing payments via bank or credit card (a "chargeback") may be subject to a punitive fee of £50 + VAT, should the company deem this chargeback to be unfair. The company also reserves its right to defend such chargebacks and recover the original monies from the card issuer.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold RapidHost harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against RapidHost, 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 customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless RapidHost against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with RapidHost's servers; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement; (4) any defective products sold to customer from RapidHost's servers and (5) any content on customer's websites.

Disclaimer

RapidHost will not be responsible for any damages your business may suffer. RapidHost makes no warranties of any kind, expressed or implied for services we provide. RapidHost may, as a part of the services that we offer you, back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, RapidHost cannot guarantee to be able to replace lost data. RapidHost disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by RapidHost and its employees. RapidHost reserves the right to revise its policies at any time.

Entire Terms of Service

Unless otherwise by means of a written document signed by both you and an authorised representative of RapidHost these Terms of Service constitute the entire Terms of Service between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to here in.

Amendment in Writing

These Terms of Service may not be amended or modified by you except by means of a written document signed by both you and an authorised representative of RapidHost.

Further Assurances

The parties shall execute such further and other documents and instruments and take such further and other actions as may be necessary to carry out and give full effect to the transactions contemplated by these Terms of Service.

Relationship of the Parties

Nothing in these Terms of Service shall be construed as creating an agency relationship, partnership or joint venture between the parties.

Joint and Several Obligations

If any party consists of more than one entity, their obligations here under are joint and several.

No Third Party Beneficiaries

these Terms of Service does not provide and shall not be constructed to provide any third parties, with any remedy, claim, cause of action or privilege.

Severability

In the event that any provision of these Terms of Service shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms of Service unenforceable or invalid as a whole. RapidHost will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of RapidHost as reflected in the original provision.

Email

The following terms and conditions apply to RapidHost email services.

Size of Mailbox

Each mailbox has a storage quota. This is in place to protect your account and others from potentially large volumes of email sent to a single address that could materially affect the email system server. Additional storage can be purchased from RapidHost. It is the mailbox owner's responsibility to ensure that his/her mailbox does not reach its allocated level. RapidHost cannot be responsible for email lost due to full mailboxes.

Passwords

It is the mailbox owner's responsibility to keep his/her password confidential, and to change the password on a regular basis. RapidHost is not responsible for any data losses or security issues due to stolen passwords. RapidHost recommends that you use passwords that contain numbers and symbols in order to prevent unauthorised users from guessing commonly-used choices (i.e. "12345", "password", etc.).

Technical Support

Please see our Online Support System - with knowledge articles, how to articles and FAQ's.

Control Panels and Server Management

RapidHost provides web-based account and email server management via a control panel. This is designed to give you control over your account and the email server features. You can use your control panel to perform most of the routine account and server management tasks. Online help is available from RapidHost's support website.

Service Availability

RapidHost monitors the server as a whole but does not monitor individual mailboxes. The mail server uses SMTP, a "store-and-forward" email protocol, to deliver outbound messages. This protocol does not guarantee immediate delivery of email messages. By default, the mail server continues to attempt delivery. If there is no successful delivery attempt within eight hours, a delay notification will be emailed to the sender. If there is no successful delivery attempt within four days, the message will be returned to the sender.

Scheduled Maintenance

To guarantee optimal performance on the servers, it is necessary for RapidHost to perform routine maintenance. Such maintenance may require taking RapidHost mail servers off-line, typically performed during off-peak hours. RapidHost will give you advance notice of maintenance requiring the servers to be taken off-line whenever possible.

Security

RapidHost makes every reasonable effort to ensure mailbox security at all times. We do this through a combination of various network security policies, load balancing and redundant systems. We make every reasonable effort to ensure the integrity of data on our systems. On the rare occasions where there may be a problem with specific mailbox data, it is the mailbox owner's responsibility notify to us. We cannot guarantee to restore data and we accept no liability for the loss of any such data.

Mailbox and Public Folder Storage Capacity

Each mailbox also has its own storage limit. When the storage capacity is reached on an individual mailbox or folder, the mail servers shall stop sending or receiving messages. RapidHost is not responsible for service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity. To prevent such occurrences, you can manage your mailbox within our web based email system.

Anti-Virus Checking

RapidHost installs anti-virus software on its mail servers. This software is configured to check all messages coming in to and leaving the mail server. Messages sent between mailboxes on the server are not scanned. If a virus is detected, the message is deleted. No notification is sent to either recipient or sender of the message.

Anti-Spam Message Filtering

RapidHost runs anti-spam software on its mail servers. You can subscribe to this additional service.

Ownership of Data

All data created or stored by you within RapidHost's applications and servers are your property. RapidHost shall allow access to such data by only authorised RapidHost personnel. RapidHost makes no claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space or within applications on RapidHost' servers.

Customers are responsible for backing up their email before upgrading or removing mailboxes.

Use of Email Account

If RapidHost identifies a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

For details of what is not allowed by RapidHost and our spam/ illicit material policies please see the acceptable use policy section of our terms & conditions.

Email Retrieval and Timescale

RapidHost's policy on maintaining stable data-transfer levels includes a deletion process for email that has not been downloaded locally within 90 days of receipt.

It is the mailbox owner's responsibility to ensure his/her received email is retrieved and saved locally where necessary to ensure that important correspondence is not lost.

RapidHost cannot be held responsible for lost items that have exceeded this 90 day limit.

Dedicated, Virtual Private and Co-located Servers

The following terms and conditions apply to the Dedicated, Virtual Private and Co-located Server services:

Payment

If charges relating to bandwidth are outstanding for a period greater than 5 working days, your service may be suspended and furthermore, RapidHost may refer the account to a debt collection agency and inform credit reference agencies. This may seriously affect your ability to obtain credit in the future.

Contract Period

The hosting shall be for a minimum agreed period. You will be liable to a penalty of the outstanding period's payments in case you opt for termination of this contract before the expiry of the agreed period. For clarity if the period is 12 months payable monthly and you opt to terminate after making 10 monthly payments then you will still be liable for 2 monthly payments.

100% Network Availability

At RapidHost we aim to deliver the highest possible levels of network up-time, and we offer a 100% availability guarantee as follows.

If our internet connectivity to your server(s) fails to meet 100% availability within the previous 30 days (excluding scheduled maintenance time), then you'll be eligible to claim a refund equivalent to one day's service fee for every hour of network down-time, up to a maximum of 15 days of service fee.

For the purpose of this guarantee, our network is defined as the central communications infrastructure excluding your server hardware and the software and services running on your server. The duration of network unavailability is calculated from when you formally notify us of a network failure (using our standard support procedures) to the time when network connectivity is restored, in that it responds correctly to an external ping.

Notification of network connectivity failure must take place at the time of the problem and not in retrospect.

This guarantee excludes network unavailability as the result of: i) scheduled maintenance ii) circumstances that are beyond RapidHost's reasonable control, such as malicious denial of service attacks, other types of network attack, civil disturbance, terrorist activity, government actions and iii) breaking our Terms Of Service or Acceptable Use Policy.

Server Ownership

Servers remain the property of RapidHost at all times, unless the server is a co-located server in which case it remains the customer's property.

Remote Backup

Provision of Rapid Backup service

The Service provides remote backup software and systems to enable the Customer to backup data. The remote backup system (Rapid Backup Centre) is located inside a secure data centre where all standard data centre facilities, including redundancy and backup power supply, 24-hour professional monitoring & surveillance and controlled access to the premises, are provided. RapidHost uses a primary backup server to provide online backup services to the Customer, that is further backed up by an additional backup system.

To use the service, the backup software, Rapid Backup Manager (RBM), must be installed on the Customer's computer. RapidHost, will assist the Customer to install RBM onto all computers that contain data to be backed up and the Customer will set up RBM to backup the required data to the remote backup centre. The Customer can use the scheduling feature of RBM to schedule backup to run unattended. After RBM has been setup correctly, if the scheduling feature is enabled, RBM will backup the Customer's data to the Rapid Backup Centre automatically.

Rapid Backup Activity Reporting

For each completed backup, the Rapid Backup Centre will send a backup report, with a detailed listing of all files that have been backed up, to the Customer's designated email address. This report will show any unexpected errors encountered during the backup operation. The Customer will be able to take corrective action. If a scheduled backup has not been run as scheduled, a missed backup report will be sent to the Customer's email address.

Availability of the Services

The minimum acceptable level of uptime for the Service in any given month shall be 95% as determined by the following formula:

$$\text{Uptime Ratio} = (\text{Total Time} - \text{Lost Time}) / \text{Total Time} \times 100\%$$

where

Total Time = total number of hours within a month
Lost Time = total number of hours any equipment inside the Rapid Backup Centre is unavailable for service during a month.

If the uptime falls below 95%, and at the Customer request, the Customer's account will be credited on a pro rata basis for one day of the monthly fee for the service for each complete hour of Lost Time over and above that included in the acceptable level of uptime calculation. This is limited to the total amount paid by the customer in any month.

Scheduled Maintenance

Scheduled Maintenance shall mean any planned maintenance performed within the Rapid Backup Centre. Where possible, Customers will be given 7 days notice of Scheduled Maintenance.. Notice of Scheduled Maintenance will be provided to the Customer's designated point of contact by email. Unavailability caused by Scheduled Maintenance does not count towards to the "Lost Time" calculation for Service Availability.

Termination

The Customer may terminate this agreement without penalty by giving one month's notice in writing to RapidHost.

Cost and Charges

The Service costs involve an initial set up charge for each user and a recurring monthly charge which depends on the amount of data backed up onto the system.

Liability

RapidHost shall under no circumstances be liable to the Customer for any loss (whether direct or indirect) of revenue, loss of profits or any consequential loss whatsoever from the provision of this service.

Domain Names

The following terms and conditions apply to the **domain registration** service:

Governing Bodies

RapidHost can provide Internet domain registration services for second-level domain names within the .com, .org, .net, .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains.

ICANN oversees the .com, .org and .net top-level domains. Nominet oversees the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains.

Upon RapidHost's receipt of domain name registration information from you, RapidHost shall submit the information to the registry administrator for the appropriate top-level domain for approval and processing. The registry administrator then puts into effect the domain name registration. Network Solutions, Inc. currently acts as the registry administrator for the .com, .org, and .net top-level domains. Nominet UK acts as the registry administrator for the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains.

Selection of a Domain Name

You represent that, to the best of your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

Name Restrictions

Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

Fees

As consideration for RapidHost providing domain name registration services to you, you agree to pay RapidHost, prior to the approval of the desired domain name registration, the amounts set forth in RapidHost's price list, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.

Your application will not be registered until RapidHost receives actual payment of the registration fee. If RapidHost does register a domain name prior to payment of the registration fee, RapidHost reserves the right to cancel

that registration or restrict use of the domain name until payment has been received.

All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.

In the event of a charge back by a credit card company or other payment provider authorised by RapidHost, the domain name registration shall be transferred to RapidHost as the paying entity for the registration. RapidHost may reinstate your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its then current reinstatement fee. The reinstatement fee is currently UK £100 + VAT.

Payment must be made by credit card or other methods we indicate in registration application or renewal form. We will renew your name for you provided your credit card or other billing information is available and up to date. If your billing information is not accurate and you wish to renew your domain name registration, we will contact you to update this information and charge accordingly.

We reserve the right to make an administration charge of £10 plus VAT per domain where customers have attempted to register a domain name with multiple registrars.

Term

these Terms of Service shall remain in full force during the length of the term of your domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should you choose to renew or otherwise lengthen the term of your domain name registration, then the term of this Registration Agreement shall be extended accordingly. Should the domain name be transferred to another Registrar, the terms and conditions of this contract shall cease.

To ensure your domains are not lost you will be notified in advance that your domain is about to expire and asked to confirm renewal. We make our best efforts to contact you prior to expiry. It is your responsibility to ensure valid contact and payment details are on your account at all times - failure can lead to suspension.

If RapidHost do not receive confirmation to renew we will not renew your domain name. However, it is your responsibility to check that your renewal has been successful within one month of the renewal date. For .uk domains you can do this using Nominet's 'Whols' search, and for all other domains we recommend using the Tucows website domain lookup facility.

Domain registration and renewal fees are not refundable.

Dispute Policy

You agree to be bound by the RapidHost Domain Name Dispute Policy (the "Dispute Policy"), as amended from time to time, which is hereby incorporated

and made a part of these Terms of Service by reference. The Dispute Policy can be found at the end of this document.

The Dispute Policy governs any dispute between you and any party other than us over the registration and use of the domain name. The specific disputes which are subject to the Dispute Policy are contained in the Dispute Policy. You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time the domain name registration is disputed by a third party.

You also agree that in the event a domain name dispute arises with any third party, you shall indemnify and hold RapidHost harmless pursuant to the terms and conditions contained in the Dispute Policy.

Changes and Registration Agreement and Dispute Policy

You acknowledge and recognise that the domain name system and the practice of registering and administering domain names are continuously evolving, and acknowledge and agree that RapidHost may modify these Terms of Service and the Dispute Policy as necessary from time to time to comply with any agreements by which RapidHost is or will be bound, and to adjust to changing business circumstances.

Your continued use of the registered domain name constitutes acceptance of these Terms of Service and amendments. If at any time, you do not agree to such changes, you agree that your sole remedy is to request that your domain name registration be cancelled or transferred to a different domain name registrar.

Contact with RapidHost

You acknowledge and recognise that all contact with RapidHost in the first instance should be made via our support website
<http://support.rapidhost.co.uk/>

You agree that RapidHost is not obliged to offer telephone support specifically for your Domain Name.

Domain Name Registration Information and its use

As part of the registration process, you are required to submit to RapidHost and keep updated the following information in connection with your application for domain name registration:

- (a) the domain name to be registered;
- (b) the domain name holder's name and mailing address;
- (c) the name, mailing address, email address, telephone number, and fax number of the administrative contact for the domain name; and
- (d) the name, mailing address, email address, telephone number and fax number of the billing contact for the domain name.

You shall provide and maintain updated information at all times with RapidHost. RapidHost at its option may refuse to renew any registrations unless you maintain current and updated information at all times.

RapidHost may from time to time request additional information from you. While not obligated to provide the additional information, you should provide the additional requested information to ensure that you will obtain all the products and services which RapidHost makes available to domain name registrants.

Additional Information Maintained About your Registration

In Addition to the information you provide, we may maintain additional information relating to your domain name registration, including:

- (a) the original creation date of the registration;
- (b) the date and time the registration application was submitted to us and the appropriate registry;
- (c) communications constituting registration orders, modifications, or terminations and related correspondence;
- (d) records of account for your domain name registration, including dates and amounts of all payments and refunds;
- (e) the IP names and address of the primary name servers and any secondary name servers;
- (f) the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;
- (g) the name, mailing address, email address, telephone number, and fax number of the zone contact for the domain name;
- (h) the expiration date of the registration; and (i) other information regarding all other activity regarding your domain name registration and related services.

Obligations Relating to Data Provided by You

If in registering a domain name you provide information about a third party, you hereby represent that you have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in these Terms of Service.

Disclosure and Use of Registration Information

You agree to authorise RapidHost to provide any information to ICANN, the registry administrators and to other third parties as ICANN and applicable laws may require or permit. You acknowledge and agree RapidHost may make publicly available, some or all of the domain registration information provided by you, for purposes of inspection such as through domain registries' WHOIS service, for targeted marketing, or for any other purpose as required or permitted by ICANN and applicable laws.

In addition, you acknowledge that ICANN may establish guidelines, limits and requirements that relate to the amount and type of information that RapidHost

may or must make available to the public or to private entities, and the manner in which such information is made available.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of information and updated from time to time provide in connection with registration of a domain name, whether during or after term of the registration of the domain name. You hereby irrevocably waive any and claims and causes of action you may have arising from such disclosure or use of the domain name registration information.

We will not process any data about any identification natural person that we obtain from you in a way incompatible with the purpose and limitations described in these Terms of Service. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorised access or disclosure, alteration or destruction of that information.

Ownership of Data

You agree and acknowledge that RapidHost owns the following:

- (a) all database, compilation, collective and similar right, title and interests worldwide in the domain name database;
- (b) all information and derivative works generated from the domain name database; and
- (c) information for the registrations for which RapidHost acts as the registrar including:
 - (i) the original creation date of the registration;
 - (ii) the expiration date of the registration;
 - (iii) the name, mailing address, email address, telephone number, and fax number of the technical contact, administrative contact, zone contact, and billing contact for the domain name;
 - (iv) remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and
 - (v) other information generated or obtained in connection with the provision of domain name registration services, other the domain name being registered, and the IP names and addresses of the primary nameserver and any secondary nameservers.

RapidHost does not have any ownership interest in your specific personal registration information outside of your right in our domain name database.

Transfer of Ownership

The person named as administrative contact at the time the user name and password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the Transferee") you shall require the Transferee to agree in writing to be bound by all the terms and conditions of these Terms of Service. Your domain name will not be transferred until we receive such written assurances or other

reasonable assurance that the Transferee has been bound by the contractual terms of these Terms of Service (such reasonable assurance as determined by us in our sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in these Terms of Service, any such transfer will be null and void.

Agents and licenses

You agree that in the event you register a domain name for another entity, you represent that you have the authority to bind that entity as a principal to all terms and conditions contained in these Terms of Service.

You acknowledge and agree that if you license the use of your registered domain name to a third party, you remain the domain name holder of record and remain responsible for all obligations under these Terms of Service, including payment obligations, and providing and updating your full contact information, and accurate technical, administrative, billing, and zone contact information adequate to facilitate timely Resolution of any problems that arise in connection with domain name and domain registration.

Limitation of Liability

You agree that RapidHost shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with these Terms of Service, even if RapidHost has been advised of the possibility of such damages, and in particular RapidHost will not be liable for the following:

- (a) suspension or loss of your domain registration;
- (b) use of your domain name registration;
- (c) interruption of your business;
- (d) access delays or interruptions to any web sites accessed by your registered domain name;
- (e) non-delivery, mis-delivery, corruption, destruction, or modification of data;
- (f) events beyond the reasonable control of RapidHost;
- (g) processing of an application for domain name registration; or
- (h) application of the Dispute Policy.

RapidHost shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to your application, receipt of, or failure to receive a domain name registration.

RapidHost's maximum aggregate liability shall not exceed the greater of:

- (a) the total amount paid by you for registration of the domain name; and
- (b) £50.00 (UK Pounds).

Indemnification of RapidHost

You agree to defend, indemnify and hold harmless RapidHost and the registry administrator, including our and its employees, directors, officers, representatives, agents and affiliates, from and against any claim, action, suit, demand, loss, damages, costs (including reasonable legal fees, expert witness fees and expenses), or other proceeding related to or arising out of the registration or use of the domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

Representations and Warranties

You represent and warrant that:

- (a) all information provided in connection with your domain name registration is accurate; and
- (b) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.

You acknowledge and agree that all domain name registration services provided to you by RapidHost are provided on an "as is" basis.

RapidHost makes no representations or warranties of any kind, express or implied, in connection with these Terms of Service or its domain name registrations services, including but not limited to warranties of merchantability or fitness for a particular purpose. RapidHost makes no representation or warranties of any kind that registrations or use of domain name under these Terms of Service will immunize you from challenges to the domain name registration or from suspension, cancellation, or transfer of the domain name to you.

Breach and Revocation

RapidHost reserves the right to suspend, cancel, transfer or modify your domain name registration in the event that:

- (a) you materially breach these Terms of Service;
- (b) you use your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;
- (c) you use your domain name in connection with unlawful activity;
- (d) grounds arise for such suspension, cancellation, transfer or other modification as provided in these Terms of Service; or
- (e) you use your domain name in connection with material that is slanderous to RapidHost or other associated companies.

You further acknowledge and agree that your domain name registration is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including RapidHost) or registry administrator procedures approved by an ICANN-adopted policy, or by any other country code top-level domain registry administering procedures to correct mistakes by RapidHost, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

You also agree that RapidHost shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as RapidHost receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

You acknowledge and agree that:

- (a) providing inaccurate information;
 - (b) failing to update information promptly; or
 - (c) failing to respond to RapidHost's inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request;
- shall constitute a material breach of these Terms of Service and will be sufficient basis for cancellation of your domain name registration.

No Guarantee. You acknowledge that registration or reservation of your chosen domain name, does not confer immunity from objection to either the registration, reservation, or use of the domain name.

Domain Name Dispute Policy

Dispute Policy for domains ending in .com, .net or .org Approved by ICANN

1. Purpose.

This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/udrp/udrp-rules-24oct99.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations.

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes.

We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorised agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.) We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at <http://www.icann.org/udrp/approved-providers.htm> (each, a "Provider").

a. **Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and (ii) you have no rights or legitimate interests in respect of the domain name; and (iii) your domain name has been registered and is being used in bad faith. In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. **Evidence of Registration and Use in Bad Faith.** For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith: (i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or (iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other online location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. **How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint.** When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii): (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or (ii) you (as an individual, business, or other organisation) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or (iii) you are making a legitimate noncommercial or fair

use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a

complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation.

All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes.

We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo.

We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications.

We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy here at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

Dispute Policy for domains ending in .uk

Disputes involving UK domain names are handled by Nominet UK.

Contacting us

If you need to contact us regarding a domain name dispute please visit our support site.

Note to solicitors: If you wrongfully threaten legal action against RapidHost on behalf of your clients your correspondence will be passed onto our solicitors who will invoice you for the time spent dealing with your case.

Acceptable Use Policy

Guidelines

This policy is subject to change, so please check regularly for updates. This policy is in addition to RapidHost Terms of Service.

1) Web hosting

1.1) RapidHost reserves the right to suspend or cancel a customer's access to any or all services provided by RapidHost, where RapidHost decides that the account has been inappropriately used. RapidHost reserves the right to refuse service and/or access to its servers to anyone.

1.2) RapidHost may offer unlimited web space and bandwidth with some account types. By this, we mean unlimited space for legitimate web site content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any backups, downloads, or other non-web based content. We will treat all password protected archive (e.g. zip and rar) files as unacceptable. Multimedia content such as audio and video is acceptable provided it is streamed to the user; links to HTTP download of this content is not acceptable. RapidHost can offer a streaming media service for this type of content.

1.3) Scripts on the site must be designed to produce web-based content, and not to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server.. Sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed.

1.4) RapidHost will disable any domain that fails to adhere to the following criteria as soon as we are made aware, in line with current working practices:

1.4.1) The primary purpose of any site must be to provide web-based content to viewers. Files on the site must be linked to the web site.

1.4.2) The primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and filtered and must be sent to or from a RapidHost-hosted domain.

1.4.3) Sites must not contain Warez, copyright or other illegal material. The onus is on the customer to prove that they own the rights to publish material, not for RapidHost to prove that they do not.

1.4.4) Sites must not contain adult material, pornographic or other lewd material. Adult Material includes all pornography, erotic images, or otherwise

lewd or obscene content. The designation of "adult material" is left entirely to the discretion of RapidHost.

1.4.5) Sites must not use excessive amounts of server resources. These include bandwidth, processor utilisation and / or disk space. Please see the 'High Resource Use Policy' in the General Terms and Conditions.

1.4.6) Sites must not contain scripts that attempt to access privileged server resources, or other sites on the same server.

2) Email

2.1) If RapidHost identify a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

2.2) Common issues that cause problems are:

2.2.1) Where a mailbox receives large volumes of undeliverable email.

2.2.2) Where mailboxes have forwarders set to other mailboxes where mail cannot be delivered.

2.2.3) Where mailboxes have forwarders and/or auto-responders that generate circular mail loops.

2.3) You may not use RapidHost email services for any of the following:

2.3.4) To send messages or communications, which are unsolicited, offensive, abusive, indecent or obscene.

2.3.5) To send messages causing annoyance, inconvenience or anxiety to another user of the Internet.

2.3.6) To send messages for the purpose of Fraud and /or with the intention of committing a criminal offence.

2.4) To prevent the sending of bulk unsolicited mail, SMTP traffic to and from a server will be blocked in the following scenarios:

2.4.1) Where we identify a server that has an open mail relay.

2.4.2) Where a significant volume of mail is sent from a domain in a defined timescale.

2.4.3) Where we have received significant volumes of complaints concerning unsolicited mail originating from a RapidHost hosted domain.

2.5) To prevent RapidHost's IP Addresses being blocked by IP Address blocking, a domain held on RapidHost's servers may be disabled:

2.5.1) Where we have received significant volumes of complaints concerning unsolicited mail originating from or unsolicited email being sent to promote sites being hosted on a RapidHost server.

3) Dedicated servers

3.1) All dedicated server customers are responsible for the activities and security of their server. Servers will be disconnected from the network in the following scenarios:

3.1.1) Any server that attempts network scans or other possible hacking activities.

3.1.2) RapidHost believes a server has been compromised.

3.1.3) Where there is a sudden increase in a server's use of network capacity, which impacts other servers on the same network.

4) Broadband

4.1) All Broadband customers are solely responsible for the use of their connection. Services will be suspended or cancelled as appropriate where:

4.1.1) A customer uses their connection to attempt network scans or any other possible hacking activities.

4.1.2) A customer uses their connection to send bulk, unsolicited or offensive email as defined in section 2 of this policy.

4.1.3) A customer uses their connection to commit any offence or illegal activity under UK Law.

5) General

5.1) RapidHost are committed to assisting, and cooperating with, all law enforcement and government agencies in helping to reduce Internet Crime.

5.2) RapidHost may suspend access to an account which:

5.2.1) Contains invalid or fraudulent details.

5.2.2) Initiates a payment card chargeback.

5.2.3) Is unpaid.

5.3) If RapidHost disable a site or server, we will:

5.3.1) Send an email to the account administrator, informing them of the suspension - please ensure you use an email address that will be unaffected by any suspensions, to ensure that you are immediately made aware of any changes in your account status.

5.3.2) Provide follow up correspondence during office hours from our Misuse Department, detailing the reasons for the suspension and what actions, if any, the administrator should take to rectify the situation.

5.3.3) Work with you to suggest a resolution to the issue at hand and arrange for the restoration of services in the shortest timescale possible once an agreement has been reached.

5.3.4) Not re-enable any domain or server that has a history of similar misuse.

5.3.5) Pass the account to the appropriate department to resolve any outstanding issues such as account balance or closure.

5.4) For less serious cases, such as email problems, the Misuse department will contact you during office hours and inform you of any changes made to your account and the reasons for those changes.

5.5) If an action is taken against a site or server, you should communicate directly with RapidHost within office hours. Outside of office hours our Customer Support Department will be able to discuss the matter and assist in the resolution of the majority of investigations.

5.6) Restoration of any and all services suspended during a Misuse Investigation will be considered on a case-by-case basis.

Reporting Misuse

In order to efficiently process your report we need you to send as much information as possible and your contact email address and phone number. Below are details that we will need from you when investigating internet misuse. Reports will not be investigated until the below details are received, so if any of the below is missing from your report, please re-send the information.

1) Reporting port scanning, attempted hacking and firewall activity

Where your report is based upon information obtained from a firewall, please ensure that you send the relevant unedited firewall log (or excerpt). Please ensure that the log includes the time, date and time zone.

You also need to confirm that the clock on your PC is accurate and that you are using the correct time zone for your locale. If your clock is inaccurate please indicate how many minutes and seconds wrong it is (There is an online clock website to check your PC clock: <http://www.timeticker.com/main.htm>).

Screenshots or image files will not be accepted as evidence of a system intrusion.

If you see any other misuse on your own servers originating from a RapidHost IP Address, then please send us the following information:

Your URL, your web server log, shows the IP Address, Time, Date and Time zone of the IP Address logging into your server and any details of the misuse that has taken place.

2) Reporting email / newsgroup misuse (including spam)

We require the full header and content of the Email/Newsgroup post. The header enables us to trace the journey that an Email/Newsgroup post has made from the computer it originated from to the computer it was downloaded to. Please see below for instructions on retrieving full mail headers within Microsoft Outlook. If you use another mail client, please check your provider's support documentation for this information.

To retrieve headers in Outlook (with the email not opened in your inbox):

1. Right click on a message and choose "Options"
2. From pop-up box, copy all from "Internet Headers" window
3. Close pop-up box
4. Right click on the message again and choose "Forward"
5. Paste headers into the top of the pop-up email forward window
6. Send to <mailto:abuse@rapidhost.co.uk>

To retrieve email headers from Outlook Express for Windows:

1. With the mail unopened in your inbox
2. Right click on the mail

3. Choose properties
4. Click on the 'details' tab at the top of the 'pop-up' box
5. Press "message source"
6. Copy the contents of the new window and paste it into your email to abuse@rapidhost.co.uk

To retrieve email headers from Outlook Express for Macintosh:

1. With the mail unopened in your inbox
2. Click View
3. Click Source
4. To select all use: command + a
5. To copy use: command + c
6. To paste the header use: command + v
7. Paste the contents into a new email addressed to abuse@rapidhost.co.uk

3) Reporting virus activity

If you have received or been infected by a virus, worm or Trojan please note that RapidHost are unable to offer any support in their removal. We recommend that you install Anti-Virus software and ensure that it is updated regularly. Please include the following information in your complaint.

Header of the email (if one is available) and content of the email.

The email attachment that was sent to you (if any). The attachment may need to be placed in an archived file (.zip, .rar etc) for our email software to receive it. The website contains helpful instructions to help you with this procedure. If you cannot attach the virus, then please send the email and header only.

4) Reporting web space abuse

If you become aware of any web space hosted by RapidHost that you feel is in contravention of our Terms and Conditions or Acceptable Use Policy, then please report this to us via our support system with the details.

Please send the following information:

The URL (such as <http://www.rapidhost.co.uk>), the time and date that you noticed the infringement, any details regarding how you came to view the material and a precise description of why you believe the domain to be in breach.

RapidHost actively report any illegal activities that take place on our servers to the Police. RapidHost also work with the Internet Watch Foundation to ensure that any images of child abuse are removed from our service and reported as soon as we are made aware, in line with current working practices.

Complaints Escalation Procedure

We aim to give outstanding service and value for money, however we recognise that from time to time issues can arise that need to be escalated. We are committed to resolving any such issues as quickly and efficiently as possible.. The following section gives information on how to contact us, and what to do if you have a complaint.

Step one: how to contact us

If you are unhappy with any of our services, or you feel that you have not received a satisfactory response from our Customer Support teams, you may send your complaint in writing to:

*Operations Manager
RapidHost Ltd
Rapid House
27 Little Marlow Road
Marlow, SL7 1HA*

You should expect to receive a response to your query within seven working days of us receiving your correspondence.

Step two: what we will do

On receipt of your complaint our Operations Manager will thoroughly investigate any issues raised and propose a course of action for resolution.

Step three: if you are not satisfied

If you are not satisfied with the action we plan to take, you should request that your complaint be referred to Managing Director.

*Managing Director
RapidHost Ltd
Rapid House
27 Little Marlow Road
Marlow, SL7 1HA*

You should expect to receive a response to your query within seven working days of us receiving your correspondence.

Step four: what we will do

On receipt of your complaint our Managing Director will thoroughly investigate any issues raised and propose a course of action for resolution.

Contact information

We are happy to answer any questions you may have regarding your RapidHost services. Please note that any discussions with RapidHost Ltd are

treated in strictest confidence, so we may need to ask you security questions to confirm that we are speaking to the right person.

Privacy Policy

Your right to privacy is very important. RapidHost recognise that when you choose to provide us with information about yourself, you trust us to act in a responsible manner. We believe this information should only be used to help us provide you with a better service. That's why we have put a policy in place to protect your personal information. Below is a summary of our policy.

By submitting personal data manually or in electronic form to this web site, or by using this site, you give your consent that all personal data you submit may be processed in the manner and for the purposes described below.

What personal information does RapidHost collect?

When making a purchase with RapidHost, RapidHost will collect your contact information, which includes name, address, email address and phone number, as well as payment information. When you become a RapidHost customer you automatically subscribe to electronic newsletter and special offer promotions. Please contact RapidHost if you no longer wish to receive such communications.

Protecting your privacy

We will take appropriate steps to protect your privacy. Whenever you provide sensitive information (for example, a credit card number to make a purchase), we will take all reasonable steps to protect it, such as encrypting your card number. We will also take reasonable security measures to protect your personal information in storage. Credit card numbers are used only for payment processing and are not retained for marketing purposes.

On occasion, we may need to provide your name and delivery address to third parties that RapidHost may use for the purposes of delivering specific services to you (e.g., customer support.). We will not provide any of your personal information to other companies or individuals for marketing purposes without your permission.

RapidHost may provide links to third party sites. Since we do not control those websites, we encourage you to review the privacy policies of these third party sites.

Use of cookies

RapidHost uses cookies for various reasons, for example, cookies enable us to track information during web based forms. These cookies do not track individual information. Cookies from RapidHost can only be read by RapidHost. If you choose to disable cookies in your browser, you will not be able to carry out some transactions with RapidHost.

If you do nothing other than read pages or download information while using this web site, we will capture and store information about your visit. This information will not identify you; it relates to:

- the Internet domain (e.g. <http://www.company.co.uk>) and IP address from which you access the web site

- the type of browser (Internet Explorer or Netscape) and operating system (Windows, UNIX) you use
- the date and time of your visit
- the pages you visit
- the address of the web site from which you linked to us (if applicable).

We use this information to make each visit more rewarding, and to provide us with information to help improve our service. We do not know (and do not want to know) the identities of people who visit us in this way.

Data storage in the U.K.

Any information that RapidHost needs to store and process will be carried out on databases located in the UK, and in full compliance of the Data Protection Act.

How can you update the personal information you have provided to us?

You can help RapidHost maintain the accuracy of your information by notifying RapidHost of any changes to your address, title, phone number or e-mail address.

The personal information we collect and maintain will be subject to the version of the Privacy Policy in effect at the time of collection. We reserve the right to change the Privacy Policy from time to time and will provide notice of these changes on the Privacy Policy pages of our web site. You should make sure you periodically review the Privacy Policy to make sure it meets your needs.

Please note: by signing up for any of our services you agree to be bound by all RapidHost terms and conditions.

Other Terms of Service

Force Majeure

RapidHost shall not be responsible for any failure to provide any service or perform any obligation because of any act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

Non-Waiver

The failure of RapidHost to provide your performance provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by RapidHost of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Survival

The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by these Terms of Service which by their performance after the termination of these Terms of Service, shall be and remain enforceable notwithstanding termination of these Terms of Service for any reason. However, neither party shall be liable to the other for damages of any sort resulting solely from terminating these Terms of Service in accordance with its terms but each party shall be liable for any damage from any breach by it of these Terms of Service.

Notice

You agree that any notice or communications required or permitted to be delivered under these Terms of Service by RapidHost to you shall be deemed to have been given if delivered by e-mail, or first class mail in accordance with the contact information you have provided.

Governing Law

Except as otherwise set forth in the Dispute Policy with respect to disputes, these Terms of Service, your rights and obligations and all contemplated by these Terms of Service shall be governed by the laws of the United Kingdom..

Legal Fees

If any legal action or proceeding, including arbitration, relating to the performance or the enforcement of any provision of these Terms of Service is brought by any party to these Terms of Service, the prevailing party shall be entitled to recover reasonable legal fees, expert witness fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

Assignment

You shall not assign, sub-license or transfer your rights or obligations under these Terms of Service to any third party without the prior written consent of RapidHost. However, in the event that RapidHost consents to such an assignment, sub-license or transfer, then these Terms of Service shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.