

# ByteHouse Terms and Conditions

## General terms of services

### Interpretation

#### In these Terms and Conditions

“ByteHouse” and “we” mean a division of Tristar Web Solutions Ltd, Trevelyan House, 7 Church Road, Welwyn Garden City, Hertfordshire, AL8 6NT

“Customer” and “you” mean the party named in the order form

References to the masculine or feminine gender shall include the neuter and vice versa

This contract supersedes all other ByteHouse hosting agreements verbal or written

### 1 Server use

1.1 ByteHouse reserves the right to refuse service and/or access to its servers to anyone.

1.2 ByteHouse does not allow any of the following content to be stored on its servers:

1.2.1 Adult material - includes all pornography, erotic images, or otherwise lewd or obscene content.

1.2.2 Excessive download content or non-linked content.

1.3 Refusal of service based on content matching either of these two criteria is entirely at the discretion of ByteHouse.

1.4 ByteHouse reserves the right to move your data to a different server without notice.

### 2 Support

2.1 We will endeavour to provide a continuous high quality service. If you experience problems with your service, you should consult our [support website](#). Should you fail to find a resolution to your problem in our Knowledge Base then please contact us via our online support system at [support.ByteHouse.co.uk](mailto:support.ByteHouse.co.uk)

2.2 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 at [support.ByteHouse.co.uk](mailto:support.ByteHouse.co.uk), as are details of any interruptions to our services.

### 3 Reselling of Services

3.1 All accounts other than such Reseller accounts that ByteHouse 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.

3.2 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.

3.3 Customers may however resell all of our services through our Reseller packages.

3.4 ByteHouse 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.

## **4 Bandwidth use policy**

4.1 Bandwidth usage: ByteHouse offers a burstable bandwidth use policy by maintaining large ratios of bandwidth per customer. In rare cases, ByteHouse 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, ByteHouse reserves the right to impose the High Resource User Policy for the consideration of all customers.

## **5 Database Usage**

5.1 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 automatically upgrade you to the next service level.

## **6 High Resource User Policy**

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

6.2 ByteHouse may implement the following policy at its sole discretion:

6.2.1 When a website is found to be monopolising the resources available ByteHouse 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 ByteHouse continues hosting the website for an additional fee.

## **7 Uploads via scripting languages**

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

## **8 Payment policies**

8.1 All accounts are set up on a prepay basis. Although ByteHouse 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 monthly, quarterly or annually, in advance 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.

8.2 Invoices will be prorated to coincide with the calendar month.

8.3 In situations where the card number on file is declined and/or an invoice remains unpaid ByteHouse 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.

8.3.1 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.

8.3.2 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 unless otherwise requested.

All payment is in pounds sterling of the United Kingdom, and all prices are displayed ex VAT unless stated otherwise.

## **9 Your personal details**

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

9.2 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 ByteHouse may use for the purposes of delivering specific services to you (e.g. customer support).

## **10 Payment options**

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

10.1.1 Payment may be made by BACS, bank transfers or standing orders into ByteHouse's bank account.

10.1.2 Payment may not be made by cheque other than by business customers and with the prior agreement of ByteHouse. Payment by a credit/debit card number will still be required if customers require the facility to purchase domains and other services on-line. ByteHouse cannot guarantee that a service will be provided until after any received cheque has been cleared.

10.1.3 Credit / Debit Cards: ByteHouse only accepts MasterCard, Visa, Visa electron, Switch/Maestro or Solo.

## **11 Cancellation and refunds**

11.1 ByteHouse 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 ByteHouse's terms of service, a refund will not be issued in the event of a cancellation.

11.2 Customers may cancel their account at any time by giving 30 days notice of cancellation once their minimal contract period has expired.

11.3 Subject to 11.1, fees charged on a prepay basis are non-refundable. In addition some accounts incur set-up fees, these charges are also non-refundable.

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

## **12 Chargebacks**

12.1 Customers shall not withdraw payments via bank or credit card (a "chargeback") without the prior written consent of ByteHouse and shall undertake to observe the conditions on which such consent is granted and to pay a fee of £50 + VAT to ByteHouse in respect thereof. Failure to obtain consent or to observe the conditions on which such consent is given in relation to any chargeback shall constitute a breach of this contract by the Customer. ByteHouse reserves its right to dispute such chargebacks and to recover the original monies from the card issuer.

## **13 Indemnification**

13.1 Customer agrees that it shall indemnify, save and hold ByteHouse harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against ByteHouse, 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 ByteHouse against liabilities arising out of;

13.1.1 any injury to person or property caused by any products sold or otherwise distributed in connection with ByteHouse's servers;

13.1.2 any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;

13.1.3 copyright infringement;

13.1.4 any defective products sold to customer from ByteHouse's servers and

13.1.5 any content on customer's websites.

## **14 Disclaimer**

14.1 ByteHouse will not be responsible for any damages your business may suffer.

14.2 ByteHouse gives no warranties of any kind, express or implied, statutory or otherwise, for services we provide.

14.3 ByteHouse may, as a part of the services that we offer you, back up your data/website and, in the unlikely event of any corruption or hardware failure, ByteHouse will seek to replace lost data but it gives no guarantee that it will be able to do so.

14.4 ByteHouse disclaims any warranty of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by ByteHouse and its employees. ByteHouse reserves the right to revise its policies at any time.

## **15 Entire Terms of Service**

15.1 Unless amended or modified by means of a written document signed by both you and an authorised representative of ByteHouse, these Terms of Service, together with those contained in any document expressly incorporated by reference in these Terms of Service, constitute the entire Terms of Service between the parties and supersede and extinguish any prior agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to the transactions contemplated by the parties under these Terms of Service .

## **16 Amendment in Writing**

16.1 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 ByteHouse.

## **17 Further Assurances**

17.1 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 the parties under these Terms of Service.

## **18 Relationship of the Parties**

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

## **19 Joint and Several Obligations**

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

## **20 No Third Party Beneficiaries**

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

## **21 Severability**

21.1 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. ByteHouse 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 ByteHouse as reflected in the original provision.

## **Email**

The following terms and conditions apply to ByteHouse email services.

## **22 Size of mailbox**

22.1 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 ByteHouse. It is the mailbox owner's responsibility to ensure that his/her mailbox does not reach its allocated level. ByteHouse cannot be responsible for email lost due to full mailboxes.

## **23 Passwords**

23.1 It is the mailbox owner's responsibility to keep his/her password confidential, and to change the password on a regular basis. ByteHouse is not responsible for any data losses or security issues due to stolen passwords. ByteHouse 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.).

## **24 Technical support**

Please see our [online support site](#) - with knowledge articles, how to articles and FAQ's.

## **25 Control panels and server management**

25.1 ByteHouse 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 ByteHouse's [support website](#).

## **26 Service availability**

26.1 ByteHouse 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.

## **27 Scheduled maintenance**

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

## **28 Security**

28.1 ByteHouse 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 to notify us. We cannot guarantee to restore data and we accept no liability for the loss of any such data.

## **29 Mailbox and Public Folder storage capacity**

29.1 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. ByteHouse 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](#).

## **30 Anti-virus checking**

30.1 ByteHouse 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.

## **31 Anti-Spam message filtering**

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

## **32 Ownership of data**

32.1 All data created or stored by you within ByteHouse's applications and servers are your property. ByteHouse shall allow access to such data only by authorised ByteHouse personnel. ByteHouse 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 ByteHouse' servers.

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

### 33 Use of email account

33.1 If ByteHouse 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.

33.2 For details of what is not allowed by ByteHouse and our spam/ illicit material policies please see the [acceptable use policy](#) section of our terms & conditions.

### 34 Email retrieval and timescale

34.1 ByteHouse'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.

34.2 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.

34.3 ByteHouse 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:

### 35 Payment

35.1 If charges relating to bandwidth are outstanding for a period greater than 5 working days, your service may be suspended and furthermore, ByteHouse 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.

### 36 Contract Period

36.1 The hosting on these servers shall be for a minimum agreed period and termination of the contract before the expiry of the minimum agreed period shall render the customer liable immediately to pay all charges which would have arisen during the remainder of the minimum agreed period but for such termination. The obligation of the Customer hereunder shall survive the termination of the contract. For clarity, if the minimum agreed period is 12 months, charges are payable monthly and you opt to terminate after making 10 monthly payments then you will still be liable for 2 monthly payments.

### 37 Service level agreement

37.1 At ByteHouse we aim to deliver, but are unable to guarantee, the highest possible levels of up-time. If our internet connectivity fails to meet the 99.9% network up-time guarantee for the previous 30 days for your server, then you'll be eligible to claim a refund of one day's service fee for every hour that your server is unavailable. Availability is defined as the server responding to a ping request. Contact us via the [support website](#) should you require any additional information.

37.1.1 **Please note:** 99.9% network uptime guarantee does not include scheduled maintenance - normally conducted outside of working hours.

37.1.2 If we can't fulfil this service level agreement, ByteHouse shall not be liable for, nor will it refund, more than your monthly equivalent service fee.

### 38 Server Ownership

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

## 39 Availability of the Services

39.1 The minimum acceptable level of uptime for the Service in any given month shall be 99.9% ((excluding scheduled maintenance) as determined by the following formula:

39.1.1 Uptime Ratio (excluding scheduled maintenance) = (Total Time - Lost Time) / Total Time x 100%  
where

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

39.1.3 If the uptime falls below 99.9%, 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.

## 40 Scheduled Maintenance

40.1 Scheduled Maintenance shall mean any planned maintenance performed within the ByteHouse 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.

## 41 Termination

41.1 The Customer may terminate this agreement without penalty by giving one month's notice in writing to ByteHouse past the minimal rental period.

## 42 Cost and Charges

42.1 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.

## 43 Liability

43.1 ByteHouse 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.

## 44.0 General

**44.1 No Waiver of Default.** No waiver will be effective unless documented in a writing signed by an authorized representative of the party against which enforcement of the waiver is sought. The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement, or the exercise of any option, right, or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right, or remedy, and such term, provision, option, right, or remedy shall continue and remain in full force and effect.

**44.2 Non-Solicitation.** During the term of this Contract and for a period of one (1) year after the termination of this **Contract**, the Customer shall not, by his officers, employees or agents, directly or indirectly solicit, discuss employment with, offer employment to, nor otherwise use, hire, or utilize the services of any employee of ByteHouse or any person who has been employed by ByteHouse within one (1) year prior to the date of solicitation, hiring, or other such activity.

**44.3 Statute of Limitations.** Any action arising out of, resulting from, or in any way connected with this Contract shall be barred unless brought within one (1) year after the injured party first had or should reasonably have had knowledge of the facts giving rise to the cause of action.

**44.4. Effect of Termination.** On termination of this Contract however caused, and without prejudice to the provisions of Clause 12.2, ByteHouse's obligation to retain any Data ceases, and ByteHouse shall be permitted to delete any Data held on its servers.

**44.5 References to Legislation.** Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this Contract the same shall not have effected a substantive change to that provision.

**44.6 Singular and Plural and Gender.** The singular includes the plural and vice versa and any gender includes any other gender.

**44.7 Headings.** The headings of this Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

#### **44.8. Cumulative Remedies**

44.8.1 The provisions of this Contract, and the rights and remedies of the parties under it are cumulative and are without prejudice and in addition to any rights or remedies a party may have at law or in equity.

44.8.2 No exercise by a party of any one right or remedy under this Contract, or at law or in equity, shall (save to the extent, if any, provided expressly in this Contract, or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.

### **Domain names**

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

#### **45 Governing Bodies**

45.1 ByteHouse 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.

45.2 **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.

45.3 Upon ByteHouse's receipt of domain name registration information from you, ByteHouse 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.

#### **46 Selection of a Domain Name**

46.1 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.

#### **47 Name Restrictions**

47.1 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.

#### **48 Fees**

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

48.2 Your application will not be registered until ByteHouse receives actual payment of the registration fee. If ByteHouse does register a domain name prior to payment of the registration fee, ByteHouse reserves the right to cancel that registration or restrict use of the domain name until payment has been received.

48.3 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.

48.4 In the event of a charge back by a credit card company or other payment provider authorised by ByteHouse, the domain name registration shall be transferred to ByteHouse as the paying entity for the registration. ByteHouse 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.

48.5 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.

48.6 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.

## **49 Term**

49.1 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.

49.2 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.

49.3 If ByteHouse 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 Whois search, and for all other domains we recommend using the Tucows website domain lookup facility.

49.4 Domain registration and renewal fees are not refundable.

## **50 Dispute Policy**

50.1 You agree to be bound by the ByteHouse 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.

50.2 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.

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

## **51 Changes and Registration Agreement and Dispute Policy**

51.1 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 ByteHouse may modify these Terms of Service and the Dispute Policy as necessary from time to time to comply with any agreements by which ByteHouse is or will be bound, and to adjust to changing business circumstances.

51.2 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.

## **52 Contact with ByteHouse**

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

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

## **53 Domain Name Registration Information and its use**

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

53.1.1 the domain name to be registered;

53.1.2 the domain name holder's name and mailing address;

53.1.3 the name, mailing address, email address, telephone number, and fax number of the administrative contact for the domain name; and

53.1.4 the name, mailing address, email address, telephone number and fax number of the billing contact for the domain name.

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

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

## **54 Additional Information Maintained About your Registration**

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

54.1.1 the original creation date of the registration;

54.1.2 the date and time the registration application was submitted to us and the appropriate registry;

54.1.3 communications constituting registration orders, modifications, or terminations and related correspondence;

54.1.4 records of account for your domain name registration, including dates and amounts of all payments and refunds;

54.1.5 the IP names and address of the primary name servers and any secondary name servers;

54.1.6 the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;

54.1.7 the name, mailing address, email address, telephone number, and fax number of the zone contact for the domain name;

54.1.8 the expiration date of the registration; and

54.1.9 other information regarding all other activity regarding your domain name registration and related services.

## **55 Obligations Relating to Data Provided by You**

55.1 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.

## **56 Disclosure and Use of Registration Information**

56.1 You agree that ByteHouse is hereby authorised 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 ByteHouse 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.

56.2 In addition, you acknowledge that ICANN may establish guidelines, limits and requirements that relate to the amount and type of information that ByteHouse may or must make available to the public or to private entities, and the manner in which such information is made available.

56.3 You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information updated from time to time provided in connection with registration of a domain name, whether during or after 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.

56.4 We will not process any data about any identification of any 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.

## **57 Ownership of Data**

57.1 You agree and acknowledge that ByteHouse owns the following:

57.1.1 all database, compilation, collective and similar right, title and interests worldwide in the domain name database;

57.1.2 all information and derivative works generated from the domain name database; and

57.1.3 information for the registrations for which ByteHouse acts as the registrar including:

57.1.3.1 the original creation date of the registration;

57.1.3.2 the expiration date of the registration;

57.1.3.3 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;

57.1.3.4 remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and

57.1.3.5 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.

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

## **58 Transfer of Ownership**

58.1 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 determined by us in our sole discretion) to the terms and conditions in these Terms of Service, any such transfer will be null and void.

## **59 Agents and licenses**

59.1 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.

59.2 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.

## **60 Limitation of Liability**

60.1 You agree that ByteHouse 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 ByteHouse has been advised of the possibility of such damages, and in particular ByteHouse will not be liable for the following:

60.1.1 suspension or loss of your domain registration;

60.1.2 use of your domain name registration;

60.1.3 interruption of your business;

60.1.4 access delays or interruptions to any web sites accessed by your registered domain name;

60.1.5 non-delivery, mis-delivery, corruption, destruction, or modification of data;

60.1.6 events beyond the reasonable control of ByteHouse;

60.1.7 processing of an application for domain name registration; or

60.1.8 application of the Dispute Policy.

60.2 ByteHouse 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.

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

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

## **61 Indemnification of ByteHouse**

61.1 You agree to defend, indemnify and hold harmless ByteHouse 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.

## **62 Representations and Warranties**

62.1 You represent and warrant that:

62.1.1 all information provided in connection with your domain name registration is accurate; and

62.1.2 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.

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

62.1.4 ByteHouse 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. ByteHouse makes no representation or warranties of any kind that registrations or use of domain name under these Terms of Service will prevent challenges to the domain name registration or suspension, cancellation, or transfer of the domain name to you.

## 63 Breach and Revocation

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

63.1.1 you materially breach these Terms of Service;

63.1.2 you use your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;

63.1.3 you use your domain name in connection with unlawful activity;

63.1.4 grounds arise for such suspension, cancellation, transfer or other modification as provided in these Terms of Service; or

63.1.5 you use your domain name in connection with material that is defamatory to the reputation of ByteHouse or other associated companies.

63.2 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 ByteHouse) 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 ByteHouse, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

63.3 You also agree that ByteHouse 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 ByteHouse 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.

63.4 You acknowledge and agree that:

63.4.1 providing inaccurate information;

63.4.2 failing to update information promptly; or

63.4.3 failing to respond to ByteHouse's inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request;

63.4.4 shall constitute a material breach of these Terms of Service and will be sufficient basis for cancellation of your domain name registration.

**64 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.

## 65 Specific TLD Registration Agreements

- [Terms and conditions](#) for .UK domain names
- [Terms and conditions](#) for .TV domain names
- [Terms and conditions](#) for .BIZ IP claims
- [Terms and conditions](#) for .NAME domain names
- [Terms and conditions](#) for .EU domain names

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

## Domain dispute

### 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 panellists 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 cancelled 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. You can read the terms of their dispute policy [here](#).

### **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 ByteHouse 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 ByteHouse Terms of Service.

### **1) Web hosting**

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

1.2) ByteHouse 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. ByteHouse 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) ByteHouse 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 ByteHouse-hosted domain.

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

1.4.4) Sites must not contain 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 ByteHouse.

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 ByteHouse 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 ByteHouse 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 ByteHouse hosted domain.

2.5) To prevent ByteHouse's IP Addresses being blocked by IP Address blocking, a domain held on ByteHouse'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 ByteHouse 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) ByteHouse 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 suffer or permit any illegal activity under English law

### **5) General**

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

5.2) ByteHouse 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 ByteHouse 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 ByteHouse 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 here: <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 ByteHouse 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):

- Right click on a message and choose "Options"
- From pop-up box, copy all from "Internet Headers" window
- Close pop-up box
- Right click on the message again and choose "Forward"
- Paste headers into the top of the pop-up email forward window
- Send to [abuse@ByteHouse.co.uk](mailto:abuse@ByteHouse.co.uk)

To retrieve email headers from Outlook Express for Windows:

- With the mail unopened in your inbox

- Right click on the mail
- Choose properties
- Click on the 'details' tab at the top of the 'pop-up' box
- Press "message source"
- Copy the contents of the new window and paste it into your email to [abuse@ByteHouse.co.uk](mailto:abuse@ByteHouse.co.uk)

To retrieve email headers from Outlook Express for Macintosh:

- With the mail unopened in your inbox
- Click View
- Click Source
- To select all use: command + a
- To copy use: command + c
- To paste the header use: command + v
- Paste the contents into a new email addressed to [abuse@ByteHouse.co.uk](mailto:abuse@ByteHouse.co.uk)

### 3) Reporting virus activity

If you have received or been infected by a virus, worm or Trojan please note that ByteHouse 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 ByteHouse 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 [www.ByteHouse.co.uk](http://www.ByteHouse.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.

ByteHouse actively report any illegal activities that take place on our servers to the Police. ByteHouse 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  
 ByteHouse  
 Trevelyan House  
 7 Church Road  
 Welwyn Garden City  
 AL8 6NT

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 in writing to Managing Director.

Managing Director  
ByteHouse  
Trevelyan House  
7 Church Road  
Welwyn Garden City  
AL8 6NT

You should expect to receive a response to your complaint within seven working days of our receiving your letter of complaint.

### **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 ByteHouse services. Please note that any discussions with ByteHouse 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. ByteHouse 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 ByteHouse collect?**

When making a purchase with ByteHouse, ByteHouse will collect your contact information, which includes name, address, email address and phone number, as well as payment information. When you become a ByteHouse customer you automatically subscribe to electronic newsletter and special offer promotions. Please contact ByteHouse 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 ByteHouse 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.

ByteHouse 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**

ByteHouse 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 ByteHouse can only be read by ByteHouse. If you choose to disable cookies in your browser, you will not be able to carry out some transactions with ByteHouse.

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. 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 ByteHouse 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 ByteHouse maintain the accuracy of your information by notifying ByteHouse 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 ByteHouse terms and conditions.

## **Other Terms of Service**

### **Force Majeure**

ByteHouse 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 ByteHouse to provide your performance provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by ByteHouse 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 shall be and remain enforceable notwithstanding termination of these Terms of Service for any reason. However, neither party shall be liable to 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 ByteHouse 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 transactions contemplated by these Terms of Service shall be governed by and construed in accordance with English law.

#### **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 party in whose favour judgment shall be granted 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 ByteHouse and without first obtaining the undertaking of such third party to be bound by these Terms and Conditions as if an original party thereto. However, in the event that ByteHouse consents to such an assignment, sub-licence or transfer, and the third party accepts such assignment, sub-licence or transfer then such thirdparty shall be deemed to have notice of these Terms of Service, the provisions whereof shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.