



## Terms of Service

### Web Hosting

- i) All forms of mass advertising, be it via email, by redirection, by fraud -- literally in any unauthorized and intrusive way -- will be dealt with severely. This does not include putting advertising banners on your page or popping up consoles, although pop-ups are strongly discouraged. At the very least, if you're caught spamming, your account will be terminated and a charge of £50 per unauthorized message will be added to the monthly billing statement. Spam is a parasitic infestation and it makes the Internet a much more irritating place than it needs to be. The decision to treat a message as spam lies at the sole discretion of the management.
- ii) No sites that involve racism, hate-groups, spamming, hacking, illegal pornographic material or warez will be accepted and attempting to hide such things from us is useless. A human operator checks all sites periodically, and scripts to ensure that nothing suspicious is going on constantly monitor all sites. If a site is deemed to be unsuitable (again at the sole discretion of the management) it will be terminated or suspended pending investigation and discussion.
- iii) No user may resell or give away, in whole or in part, his or her bandwidth or space, without specific prior permission from the management. If you wish to resell webspace, contact the management and organize to become a Reseller and earn a percentage of all the accounts you sell.
- iv) Excess bandwidth will be charged at £0.05 per megabyte, rounded upwards to the nearest gigabyte.

### Payment Policies

- i) All accounts are set up on a pre-pay basis.
- ii) Set-up fees are chargeable on new accounts and major account changes, and are entirely non-refundable.
- iii) All pricing is guaranteed for the term of pre-payment.
- iv) We reserve the right to modify the pricing structure in anyway, at any time without any warning or consultation.
- v) All account payments more than five days late, unless specified, are charged a late fee of £25, and the account in question will be suspended. If you're going to have a problem with payments, CONTACT US and we'll talk about it.
- vi) The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies us to request termination of services, and all account fees may be rounded upwards to the nearest month at the sole discretion of the management.
- vii) All prices are in **POUNDS STERLING**, and any service fees for exchange currencies are to be paid by the customer. For accurate and up-to-the-minute exchange rates, use the currency converter at <http://www.xe.com/ucc/>
- viii) Attempting to pay for an account with a fraudulent credit-card number or paypal email is illegal. Any attempt to do so, and you will be prosecuted to the fullest extent of the law and be forced to pay any costs we incur in solving the problems you've cause. We log anything and everything and we will do our level best to track you down and prosecute you to the fullest extent of the law.
- ix) All accounts must be verified before being activated, so it's imperative that you include your real personal details when signing up. These details will NEVER be shared with any third party (unless required by law or to confirm a credit card or paypal transaction) and you will NEVER receive any unsolicited mail as a result of giving us your personal details. Anyone who is unable to supply confirmable information will be denied the privilege of an account on our server(s).

### Billing Procedures

- i) All credit card payments are processed off-site by PayPal. Your details are not stored on our server unless you specifically ask them to be (for automated payments.)
- ii) Payments are to be made monthly unless otherwise specified, such as, for instance, with a six- or twelve-month pre-payment scheme.
- iii) Invoices will be generated and payments must be made for each month you are given service, and this will stop ONLY when we receive a notice of termination of your account. If you just stop using it and expect us to figure it out, then you'll still be billed until you contact us and ask for your account to be terminated.

w2 associates

Sales email: [sales@w2a.co.uk](mailto:sales@w2a.co.uk)

Technical Email: [support@w2a.co.uk](mailto:support@w2a.co.uk)

Design email: [design@w2a.co.uk](mailto:design@w2a.co.uk)

All prices are correct at time of print (16<sup>th</sup> November 2002), and are subject to change without notice. Please refer to our Terms of Services for details.



## w2a - Terms of Service

### Other Issues

#### **i) Cancellation**

We reserve the right to cancel, suspend, or terminate any account with no prior notice or warning at our sole discretion. If the cancellation is due to a breach of this AUP/TOS then there will be NO refund made.

#### **ii) The Right to Refuse Service**

We reserve the right to refuse service to anyone for whatever reason we see fit. Customers are advised that owning an account on one of our servers is not a right, it is a privilege, and as such they are to treat the privilege with the common respect it deserves.

#### **iii) Content**

Customers are to use their accounts within the boundaries of the laws applicable in their country and within America also. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. Now the Internet expressly forbids the propagation, distribution, housing, processing, storing, or otherwise handling in any way any material that we deem to be unsuitable.

#### **iv) Indemnification**

The customer agrees that he or she shall defend, indemnify, save and hold w2a harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against w2a, 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 w2a harmless against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with our servers; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from our servers.

#### **v) Privacy**

We respect the privacy of every individual who visits our site. We will not collect any personal information about you (such as your name, address, e-mail address) unless you provide it to us voluntarily. If you do not want your personal information collected, please do not submit it to us. We will never sell or give away personal information to any third party. If you're getting any unsolicited material at your home address, it was not from any information provided by us.

### Disclaimer

w2a will not be held responsible for any damages your business may suffer. w2a, although it wishes to provide the best service and reliability it can, makes no warranties of any kind, expressed or implied, for services we provide. w2a disclaims any warranty or 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 w2a and its employees.

w2a reserves the right to revise its policies at any time, without any warning, and without any consultation, and all policies are immediately effective and totally retrospective.

All users of any w2a services are subject to the Acceptable Use Policy / Terms of Service .

All w2a logos, designs, and contents are © copyrighted - w2 Associates.

w2 associates

Sales email: [sales@w2a.co.uk](mailto:sales@w2a.co.uk)

Technical Email: [support@w2a.co.uk](mailto:support@w2a.co.uk)

Design email: [design@w2a.co.uk](mailto:design@w2a.co.uk)

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