

## **Smart Site Solutions Terms and Conditions.**

### **Overview**

We want to make being a SmartSite Solutions customer the best experience it can be. The terms of using our service are set out with this in mind and our Code of Conduct has been fully approved by Ofcom. If you have any queries about our terms of use, please email [enquiries@SmartSite Solutions.co.uk](mailto:enquiries@SmartSiteSolutions.co.uk)

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

SmartSite Solutions is a trading title of SMART B2B Services Limited.

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

By signing up for and/ or otherwise accessing any of the services or products offered by SmartSite Solutions Internet Limited you agree to be bound by all the Terms and Conditions listed here. These Terms and Conditions supersede all earlier versions. To the extent that You are deemed to be a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1999 (UTCCR), these conditions will not affect Your rights and will only apply to the extent that applicable law allows.

### **Privacy Policy**

Your right to privacy is very important. SmartSite Solutions 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 do we collect?

When making a purchase with SmartSite Solutions, we will collect your contact information, which includes name, address, email address and phone number, as well as payment information. When you become a SmartSite Solutions customer you automatically subscribe to electronic newsletter and special offer promotions. You can adjust your email preferences and/or unsubscribe from certain communications via your SmartSite Solutions Control Panel.

[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 SmartSite Solutions 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.

SmartSite Solutions 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

SmartSite Solutions uses cookies for various reasons, for example, cookies enable us to track information during the domain name registration and package sign-up process. These cookies do not track individual information. Cookies from SmartSite Solutions can only be read by SmartSite Solutions. If you choose to disable cookies in your browser, you will not be able to carry out a transaction with SmartSite Solutions.

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 SmartSite Solutions 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 SmartSite Solutions maintain the accuracy of your information by notifying SmartSite Solutions of any changes to your address, title, phone number or e-mail address. You can do this by updating your personal details from within your SmartSite Solutions Control Panel.

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.

#### Information Disclosure Policy

##### Personal and account information

SmartSite Solutions will not otherwise disclose its customers' personal and account information unless SmartSite Solutions has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of SmartSite Solutions, SmartSite Solutions' customers, or others, or where SmartSite Solutions has a good faith belief that the law requires such disclosure

##### Electronic communications

SmartSite Solutions also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail or other electronic communications that SmartSite Solutions stores or transmits for its customers. The circumstances under which SmartSite Solutions will disclose such electronic customer communications are when:

- it is necessary in order to provide service to the customer;
- it is necessary to protect the legitimate interests of SmartSite Solutions and its customers;
- it is required to cooperate with dispute policies, court orders, warrants, or other legal processes that SmartSite Solutions determines in its sole discretion to be valid and enforceable
- it is necessary to provide to a law enforcement agency when the contents are inadvertently obtained by SmartSite Solutions and appear to pertain to the commission of a crime.

SmartSite Solutions disclaims any intention to censor, edit or engage in ongoing review or surveillance of communications stored on or transmitted through its facilities by customers or others. SmartSite Solutions will, however, review, delete or block access to communications that may harm SmartSite Solutions, its customers or third parties or otherwise infringe the rights of third parties. The grounds on which SmartSite Solutions may take such action include, but are not limited to, actual or potential violations of SmartSite Solutions' Acceptable Use Policy

#### **Domain Name Registration**

##### Governing Bodies

SmartSite Solutions has been granted the right to provide Internet domain registration services for second-level domain names within the .com, .org, .net, .co.uk, .mobi, .eu, .org.uk, .ltd.uk and .plc.uk top-level domains.

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

Upon SmartSite Solutions' receipt of domain name registration information from you, SmartSite Solutions 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, .mobi, .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. EURID acts as the registry administrator for the .eu top-level domain.

#### Selection of the domain name.

You represent that, to the best of the 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.

If you are registering your name during the finite period of time when owners of trademarks and service marks issued prior to October 2, 2000 and having national effect will have the exclusive opportunity to register identical domain names ("Sunrise Period"). You acknowledge and agree that registrations for domain names during the Sunrise Period will only be accepted for a minimum registration term of five (5) years.

By registering or renewing a .uk top-level domain and agreeing to these terms & conditions, you agree that you have read and agree to the terms & conditions of Nominet, If you are registering the domain for a third party, you agree that they have read and agree to the Nominet T&Cs as well.

#### **Domain Dispute**

Dispute Policy for domains ending in .com, .net, .mobi 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:

- \* subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- \* our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- \* 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 organization) 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

defenses 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.

#### **Project and Payment Schedule**

After the initial design stage we will forward you our design of the home page and ask you to list any changes or improvements you require and these will be completed as

quickly and forwarded to you for sign off. At this sign off of the design stage we require a payment to take the balance up to 40% of the agreed budget.

We will then mock-up a maximum of 4 sample internal pages for example a product page, contact us page, shopping cart etc. Once these have been signed off we will process another payment, taken the project balance to 60%.

We will then move onto the initial development phase. This is where we actually put your designs into reality. Our development team have a minimum of five year experience of developing ecommerce systems, so your site will be in safe hands. This phase normally takes between two and four weeks depending on the complexity and features in your site. On completion of this phase the final balance will be due.

The final phase is the snagging and sign off phase. At this point you will have seven to ten days to review the initial site produced and compare the actual design to the various mock-ups and beta test the site for bugs. We ask you to construct a list of any problems and e-mail them across to your project manager. These will then be completed for you and that as they say is that. You have a complete website and hopefully the start of a successful online business.

The client understands that the sites are designed to be hosted on SmartSite Solutions own server, and as such any alteration required to make the site function correctly on the clients server will either be the clients individual responsibility or billable at SmartSite Solutions hourly rate, these will be solely be at SmartSite Solutions discretion.

### Cancellation Charges

The client may cancel this agreement at any time. In the event of cancellation the client agrees to pay SmartSite Solutions either, whichever is greatest.

- 30% of the remaining budget as a cancellation fee.
- 60% of the total budget.
- Balance already paid to SmartSite Solutions
- Calculation of work carried out to date (in hours) with respect of the Smart Site Solutions standard billable rate.

### Chargebacks

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

### **Client Responsibility**

The client agrees to make available as soon as is reasonably possible to SmartSite Solutions all materials needed to complete the site to the agreed standard and within the set deadline. The client agrees that should the initial brief and copy not be supplied to Smart Site Solutions within 21 days of commencement of the project then

the client agrees that Smart Site Solutions can take the balance paid to Smart Site Solutions to 50% of the agreed budget. If material is not supplied to Smart Site Solutions within 60 days, Smart Site Solutions reserve the right to cancel the project and the 50% paid to Smart Site Solutions become the client's contribution to cancellation fee.

The client also agrees:

- Smartsite Solutions will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines. The following terms apply:
- The client agrees they will keep secure the login name and password specified on their online customer order form and not to pass that information to any unauthorized person(s).
- In the event of the client's login name and password being used by any unauthorized person(s), Smartsite Solutions will not be responsible and the client will be liable for additional charges arising there from:
- It is the client's sole responsibility to make regular back-ups of their data and files used in connection with the Services. Even though Smartsite Solutions may make their own periodic back-ups for server maintenance purposes Smartsite Solutions are not responsible whatsoever for the client's data or files.

The client agrees they will not:

- Perform any action that will reduce performance of Smartsite Solution's servers to the detriment of other users;
- Upload any virus to the Web Site which could infect Smartsite Solution's server or other equipment.
- Allow a virus to enter the Internet by allowing Internet users to download files containing viruses or (knowingly or otherwise) from the client's web space which is on Smartsite Solution's server.
- Upload any material which infringes the intellectual property rights of any other party. Smartsite Solutions will not be held responsible for the clients actions in either uploading material to the Internet or in the client transferring any material to other Web Sites (or vice versa);
- Upload any material which may be considered to be contrary to public decency and morality including (but not limited to) pornographic, barbaric and overtly tasteless material. Smartsite Solutions reserves the right to randomly inspect the Web Site and in the event that any unauthorized material has been uploaded to that Web Site, Smartsite Solutions reserve the right to inform the relevant authorities and to terminate this Contact forthwith.
- Cause or permit or in any way assist in any unauthorized publication or any dissemination of defamatory material or any material which could be considered to be in breach of the civil or criminal laws of England and Wales.
- Commit any act whereby access is gained by the client to any information or resources of any person, body corporate individual, partnership, government agency, national institution, charity or recognized organization without first having obtained authority from those persons or institutions.

- Use Smartsite Solution's servers or network to send unsolicited or spam e-mail to other Internet users regardless of whether Smartsite Solutions are referred to or not either directly or indirectly in such postings. Failure to meet this obligation would result in the termination of this Contract without refund.
- Not to use Smartsite Solution's servers or network either directly or indirectly in a way that would have a detrimental effect on network performance;
- ▪ Do any act or omission the result of which would have the effect of bringing Smartsite Solutions into disrepute.

## **Acceptable Use Policy**

### Guidelines

This policy is subject to change, so please check regularly for updates. This policy is in addition to SmartSite Solutions Terms and Conditions.

#### 1) Web hosting

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

1.2) SmartSite Solutions 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. SmartSite Solutions offers 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. Scripts that are designed to provide proxy services, anonymous or otherwise, are not allowed.

1.4) SmartSite Solutions 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 SmartSite Solutions-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 SmartSite Solutions 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 SmartSite Solutions.

1.4.5) Sites must not use excessive amounts of server resources. These include bandwidth, processor utilization 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.

1.5) The bundled SiteBuilder service within a hosting package is licenced free of charge to the customer on the understanding that the service is used on an ongoing basis by the customer. As such, any bundled SiteBuilder service that has not been used by the customer in the last 12 months, as evidenced by a log-in record, will be classified as a Dormant SiteBuilder licence. All such Dormant SiteBuilder licences will immediately be cancelled by the company, as soon as such Dormant status is reached, and the customer will no longer be able to use the editing rights that are associated with the licence. Regardless of the customer's permission to utilise editing rights, the actual website that had previously been created will continue to be hosted by the company and will remain fully operational in that particular respect. To prevent the loss of editing rights, customers should log into their SiteBuilder control panel at least once every 12 months.

As long as the hosting package remains open, the customer will still be entitled to a bundled SiteBuilder licence. Customers therefore logging-in after a Dormant SiteBuilder licence has been cancelled will be allocated a new licence, but will not have access to edit the existing website content.

1.6) The bundled Starter Blog service within a hosting package is licenced free of charge to the customer on the understanding that the service is used on an ongoing basis by the customer. As such, any bundled Starter Blog service that has not been used by the customer in the last 6 months, as evidenced by a log-in record or a new blog post, will be classified as a Dormant Starter Blog licence. All such Dormant Starter Blog licences will immediately be cancelled by the company, as soon as such Dormant status is reached, and the Starter Blog website and editing rights will be removed. Therefore if any bundled Starter Blog service is inactive for 6 months, all associated content will be deleted. To prevent the loss of the bundled Starter Blog, customers should log into their Blog control panel, or submit a new post to the Blog, at least once every 6 months.

As long as the hosting package remains open, the customer will still be entitled to a bundled Starter Blog licence. Customers therefore logging-in after a Dormant Starter Blog licence has been cancelled will be allocated a new licence, enabling them to start a new blog.

## 2) Email

2.1) If SmartSite Solutions 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 SmartSite Solutions 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 SmartSite Solutions hosted domain.

2.5) To prevent SmartSite Solutions' IP Addresses being blocked by IP Address blocking, a domain held on SmartSite Solutions 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 SmartSite Solutions server.

### 3) Web Design

3.1) The client understands the term unlimited reversion differs from that of unlimited designs or unlimited changes. The term unlimited revisions is described for the purposes of the agreement as the following, following receipt of the original design the client may list the alteration need to sign the design off. This list should be detailed and unambiguous and can be unlimited in length. The client may ask for the design to do unlimited revisions if the changes are not correct, but may not change the scope of the list or add items to the list. If the client chooses to change the scope of the list or add additional items these will charged prior to the commencement of this work at an agreed rate.