



## Reseller Account Terms & Conditions

### 1) Reseller Account

- 1.1 Alpha Omega Computers (supplier) will supply space on our servers and a control panel for the client (user) to install and manage any websites they install.
- 1.2 Alpha Omega Computers will manage and support only the backend hardware infrastructure operating system and control panel.
- 1.3 Alpha Omega Computers will not offer user training for cPanel or any part of the Reseller Hosting Account user interface.
- 1.4 It is expected that the user (client) of the Reseller Hosting Account has sufficient technical knowledge to operate cPanel and manage their own web space.
- 1.5 Any work which the client requires technical assistance with will be charged at £65 ex VAT per hour.

### 2) Fees and payment terms

- 2.1 All fees will be subject to VAT at the appropriate rate.
- 2.2 Reseller accounts are payable monthly in advance by standing order.
- 2.3 First payment is due prior to activation.
- 2.4 Minimum of a 12 month contract applies.
- 2.5 Any invoices issued by Alpha Omega Computers shall be due for payment immediately upon receipt.

### 3) Warranties

- 3.1 The Supplier guarantees that no other party holds, or may hold, any claim to the title and ownership of The Equipment whatsoever.
- 3.2 The Client agrees to provide a copy of the service level agreement relating to any third party's intellectual property which may be (or is) stored upon The Equipment.

### 4) Limitation of Liability

- 4.1 The Client agrees to limit any and all liability or claims for damages including costs of litigation and any other expenses, against The Supplier. In no event shall The Supplier be liable for consequential damages.

### 5) Termination

- 5.1 The Client may terminate this agreement by paying to The Supplier any and all monies outstanding with regard to the account.
- 5.2 The Supplier may terminate this agreement if through non co-operation of The Client the Supplier is unable to deliver The Equipment.



- 5.3 The Supplier may terminate this agreement if the situation of none payment of outstanding invoices arises.
- 5.4 The supplier may terminate this account as per section 11 of these terms and conditions.

## 6) Acceptable Use Terms

- 6.1 These acceptable use terms set out the terms between you (the client) and us (the supplier) under which you may use the Reseller Account hosting services we provide. Your use of the Reseller Account Hosting Services means that you accept, and agree to abide by, all the policies in this acceptable use policy.
- 6.2 If you have purchased one of our reseller hosting packages, you can allow a third party to access or use the Hosting Services. If you do so, they will also be regulated by these acceptable use terms. As such, you will monitor the use of the Hosting Services by a Third Party and you will procure that they abide by these acceptable use terms. A breach of these acceptable use terms by a Third Party will be deemed to be a breach of this acceptable use terms by you.
- 6.3 Reseller Account Hosting Services are provided by Alpha Omega Computers Ltd. We are registered in England and Wales with company registration number 3867142 and VAT Number GB734421454.

## 7) Resource usage

- 7.1 The Reseller Account Hosting Services comprise the provision of web space on our servers to enable you to upload pages and files for the purpose of publishing websites.
- 7.2 The Reseller Account Hosting Services allow you disk space appropriate to the Reseller Account package your have subscribed to.
- 7.3 If you exceed the limitations of the appropriate Reseller Account Hosting Service package and these terms and conditions, you will be notified of this and the service will either cancelled or upgraded to a more suitable service offering from Alpha Omega Computers Ltd.
- 7.4 The Reseller Account Hosting Services allow you 'unlimited' bandwidth for normal routine "non-file-distribution" web usage. For websites that allow downloading of video, audio or other files we reserve the right to impose a bandwidth limit of fifteen (15) gigabytes per calendar month.
- 7.5 High bandwidth usage: Alpha Omega Computers offers an unlimited use policy by maintaining high ratios of bandwidth per customer. In rare cases, Alpha Omega Computers may find a customer to be using server resources to such an extent that he or she may jeopardize service performance and resources for other customers. In such instances, at Alpha Omega Computers discretion, Alpha Omega Computers reserves the right to impose the High Resource User Policy for the consideration of all customers.
- 7.6 When the resources utilised by a customer in using Alpha Omega Computers Reseller Account Hosting Service are abnormally high, Alpha Omega Computers reserves the right to suspend that service immediately. This policy is only



implemented in extreme circumstances and is intended to prevent the misuse of our services. Customers may be offered an option whereby Alpha Omega Computers continues supplying the service under a reduced usage criteria specified by Alpha Omega Computers. Failure to comply with such measures may result in your service being terminated.

## 8) Prohibited uses

8.1 You may use the Reseller Account Hosting Services only for lawful purposes.

You may not use the Reseller Account Hosting Services:

8.1.1 in any way that breaches any applicable local, national or international law or regulation;

8.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

8.1.3 for the purpose of harming or attempting to harm minors in any way;

8.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see section 10);

8.1.5 to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (also known as SPAM);

or

8.1.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

8.2 In your use of the Reseller Account Hosting Services (other than where you are using your own dedicated server), you may not:

8.2.1 use more than 5 % of our server's processing capacity. There are numerous activities that could cause such problems, including (but not limited to) CGI scripts and intensive FTP, PHP or HTTP operations;

8.2.2 run stand-alone, unattended server-side processes or any daemons; including (but not limited to) IRCd;

8.2.3 run any type of web spider or indexer; including (but not limited to) GoogleCash and AdSpy;

8.2.4 run any software that interfaces with an Internet Relay Chat network;

8.2.5 run any bit torrent application, tracker, or client. You may link to legal torrent files off-site, but may not host or store them on our servers;

8.2.6 participate in any file-sharing/peer-to-peer activities;



- 8.2.7 run any gaming servers; or
- 8.2.8 run cron entries or other scheduled tasks other than by configuring them through our control panel.
- 8.2.9 give away web space under a domain (including Resellers giving away free websites)
- 8.2.10 operate a proxy website or service.
  
- 8.3 You must not use the Reseller Account Hosting Services as an offsite backup facility. Therefore, all files uploaded to our servers as part of your usage of the Reseller Account Hosting Services must be visible and accessible to the outside world (web-visible) unless they are needed to operate the website of which they form part; We reserve the right to delete files or directories that are not web-visible without giving notice to you.
  
- 8.4 All pages of a website stored on our servers as part of the Reseller Account Hosting Services will be available to search engines unless you take action to prevent this. If you wish to optimize your web pages for search engines you agree to use coding and techniques which comply fully with the guidelines issued by Google, MSN, Yahoo and other large search engines.

## **9) Interactive services**

- 9.1 Where you use, or allow the use of, the Reseller Account Hosting Services to host a website on which interactive services (for example, chat rooms or bulletin boards) are provided ("interactive services"), you must ensure the use of best practice to operate those interactive services.
  
- 9.2 Notwithstanding the use of best practice in operating the interactive services, you must assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service you allowed to be hosted using the Reseller Account Hosting Services and use appropriate moderation in the light of those risks. However, we are under no obligation to oversee or monitor your use of the Reseller Account Hosting Services in relation to any interactive services you provide or allow to be provided.

## **10) Content standards**

- 10.1 These content standards apply to any and all material that you allow to be hosted through the Reseller Account Hosting Services ("Material"), and to any interactive services associated with it.
  
- 10.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Material as well as to its whole.
  
- 10.3 Material must:
  - 10.3.1 be accurate (where they state facts);
  - 10.3.2 be genuinely held (where they state opinions); and



10.3.3 comply with applicable law in the UK and in any country from which they are posted.

10.4 Material must not:

10.4.1 contain any material which is defamatory of any person;

10.4.2 contain any material which is obscene, offensive, hateful or inflammatory;

10.4.3 contain any material that is pornographic;

10.4.4 promote violence;

10.4.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

10.4.6 infringe any copyright, database right or trade mark of any other person;

10.4.7 be likely to deceive any person;

10.4.8 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

10.4.9 promote any illegal activity;

10.4.10 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

10.4.11 be likely to harass, upset, embarrass, alarm or annoy any other person;

10.4.12 be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

10.4.13 give the impression that they emanate from us, if this is not the case; or

10.4.14 advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **11. Suspension and termination**

11.1 We will determine, in our discretion, whether there has been a breach of these acceptable use terms through your use of the Reseller Account Hosting Services. When a breach of these terms has occurred, we may take such action as we deem appropriate.

11.2 Failure to comply with these acceptable use terms constitutes a material breach of the our terms and conditions of sale, upon which you are permitted to use the Reseller Accounts Hosting Services, and may result in our taking all or any of the following actions:

11.2.1 immediate, temporary or permanent withdrawal of your right to use the Reseller Accounts Hosting Services;



- 11.2.2 immediate, temporary or permanent removal of any Material (as defined in paragraph 8.1) uploaded to our servers;
- 11.2.3 issue of a warning to you;
- 11.2.4 issue of legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- 11.2.5 further legal action against you; or
- 11.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 11.3 We exclude liability for actions taken in response to breaches of these acceptable use terms. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.
- 11.4 The supplier may terminate this agreement if these terms and conditions are not met.
- 11.5 The supplier may terminate this agreement if acceptable use terms are not adhered to.
- 11.6 The supplier may terminate this agreement if excessive usage occurs, as per section 8. However notification and upgrade options will be provided prior to this, but any options must be reviewed within 24 hours.

## **12. Changes to the acceptable use policy**

- 12.1 We may revise these acceptable use terms at any time. It is the clients responsibility to request copies of these terms which your are advised to do from time to time to take notice of any changes we make, as they are legally binding on you.

## **13) Governing Law**

- 13.1 This agreement shall be subject to English Law and the exclusive jurisdiction of the English Courts.