



Website Designers and Consultants  
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Spalding, Lincolnshire PE11 3FJ  
Tel 01775 760408  
email: [sales@successuk.com](mailto:sales@successuk.com)  
[www.successuk.com](http://www.successuk.com)

## **Website development & Web Hosting and Domain Name Registration and services.**

### **1. Interpretation**

#### **1.1 Definitions**

Unless otherwise stated, the following definitions apply to this document:

- "we," "us" and "our" are references to Success Corporation;
- "you," "your" and "client" are references to the person paying for services from Success Corporation having entered into this agreement;
- "services" are website development , web hosting, domain name registration, reseller rights, outsourced support, email and other services or facilities provided by us to you;
- "web server" is the computer equipment operated by us in connection to the services provided;
- "order" means a request made by the client to us for services to be supplied subject to these terms and conditions;
- "charges" are the charges payable by the client for the provision of services and may from time to time vary.

#### **1.2 Include**

The words "include" and "including" are to be construed without limitation.

#### **1.3 Headings**

The headings in this document are for convenience only and shall not affect the interpretation of these terms and conditions.

### **2. Ordering Process**

#### **2.1 Order Acceptance**

We have not accepted a client application or order until an account is set-up and you receive the final 'New Account Information' email, including all details specific to your account. Until this time, we reserve the right to refuse, cancel or reject any order made by the client. In such cases, a full refund will be made using the same method of payment as was originally used. UK domain name registrations are subject to a [contract with Nominet](#), .com, org, .net domains are subject to a [contract with enom](#).

### **3. Refunds**

#### **3.1 No refunds are available**

#### **3.2 Account Cancellations**

No refunds will be issued for account cancellations. If cancellation of the account is caused by the client breaching these terms and conditions no refund will be issued. No refunds are issued for domain name registrations.



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## **4. Misuse**

### **4.1 Spam / Unsolicited Mass E-mail**

The sending of unsolicited commercial email (SPAM) through our web servers promoting any web site, or via third party web servers promoting a web site hosted by us, can result in the suspension or termination of the client's web hosting account, without refund. Mailing lists may be operated as long as individuals choose to subscribe to receive mailings via clear 'double opt in' methods and a strict removal procedure is published in all mailings. 'Safe lists' and other advertising related mailing lists may not be operated. Any complaints received are taken seriously and will be investigated. No more than 200 emails per hour may be dispatched using mail lists. All maillist software MUST be purchased from Success Corporation as this has the appropriate throttles to deliver 200 per hour.

### **4.2 Chat Rooms**

Only the chat room scripts provided for the client by Success Corporation are allowed on our web server. Any other scripts found will be disabled and the account suspended in serious or repeat cases. An exception to this term is provided for scripts, which are FULLY applet based whereby the applet is downloaded and run from the clients system.

### **4.3 Account Use**

Under no circumstances must our web servers be used for the hosting or communication of, reference to or linking to any of the following:

- 4.3.1** nudity, pornography, anything of a sexual, lewd, or obscene nature;
- 4.3.2** violations of any copyright or any other right of any third party;
- 4.3.3** threatening, abusive, harassing, defamatory statements;
- 4.3.4** promotion of illegal activities (hacking, cracking, etc);
- 4.3.5** information or software containing or about any kind of virus;
- 4.3.6** hate speech or hate propaganda;
- 4.3.7** the collection of personal information for illegal purposes;
- 4.3.8** content deemed by us at our sole discretion to be harmful to us;

### **4.4 Banned Scripts**

We do not allow the use of the following scripts on our web servers:

- UltimateBBS
- IkonBoard
- All versions of YABB forum
- Proxy scripts
- IRC scripts
- Anonymizer
- Chat rooms not included as standard in cPanel (see 4.2)
- phpShell and similar command execution scripts
- Webmail module of PHP-Nuke
- Form Mail – we supply our own.



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#### **4.5 Resellers**

In the event that a resold account is in breach of our terms and conditions, we reserve the right to suspend this account without informing the reseller. The end user will not be contacted by us and every effort will be made to inform the reseller (our client) of our actions and reasons.

### **5. Billing**

#### **5.1 Payment Schedules**

The client agrees to supply appropriate payment for the services received from us in advance of the time period during which such services are provided.

#### **5.2 Invoices**

All invoice notifications will be sent via email and a printable version made available by PDF. Clients are required to pay their invoice in advance at the beginning of each payment term using an available method of your choice, within 2 working days of the invoice issue date.

#### **5.3 Bank Charges**

Clients are responsible for the provision of sufficient funds in their account and we will not be held responsible for any charges incurred as a result of overdrawing the bank account or as a result of failed transactions.

#### **5.4 Suspension**

We reserve the right to suspend any account after 3 working days have passed without due payment being received. Any added time for payment will be at our sole discretion. Should the hosting contract not be cancelled by the given cancellation date (in writing) we are within our rights to charge for the new hosting year.

#### **5.5 Website Design**

All websites require an initial booking fee before work commences. If we have completed the website design and are awaiting information from you, the client, we are prepared to suspend payment of our completion invoice for a period of no more than 1 month. This giving sufficient time to provide us with any outstanding information. Whilst the website may not be complete (due to you the client not providing your information in a timely matter) we reserve the right to charge the completion fee for the work. We will of course add the agreed content as soon as we possibly can after you have provided us with the final draft. The website may then go live at you, the client's pace and at the same time, we need not be penalised financially if you are unable to provide the information in a timely manner.

#### **5.6 Recovery of unpaid invoices**

All invoices will incur costs should we have to employ a third party or take legal proceedings to settle our outstanding invoice. We will charge interest as per the government guidelines on all outstanding amounts.

#### **5.7 Currencies**

**All invoices and payments are processed in GB Pound Sterling (£) .**

### **6. Backups**

#### **6.1 Regularity and Policy**

Backups are made by us each day on an incremental basis and each week on a full basis, however, no guarantees are made of any kind as to the integrity of these backups.



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## **7. Resource Use**

### **7.1 CPU and Memory**

All accounts are monitored for their use of server resources. If any account is using a high amount of server resources we will contact the client to discuss the issue with them. In serious cases where an account is using a considerably large amount of system resources (memory, CPU, etc.) the account may be suspended or script disabled without notice to maintain the smooth running of the web server.

### **7.2 Data Transfer and Web Space Allocations**

Clients can request a package upgrade or temporary resource increase at the costs. It is the sole responsibility of the client to contact us in advance of requiring extra resources to prevent account suspension. In some cases, accounts are automatically suspended when their resource limits have been reached and manual unsuspension is required by us.

## **8. Client Responsibility**

### **8.1 Contact Information**

The client is responsible for keeping their contact details up to date in their billing control panel. We cannot be held responsible for communication mix-ups as a direct result of the client's failure to update their details.

### **8.2 Sensitive Data**

Clients are responsible for keeping their usernames, passwords and other sensitive data safe. If a breach is suspected, the client is required to request a change of login details by contacting our support staff.

## **9. Contact Procedure**

### **9.1 Breach of Terms and Conditions**

If a breach of these terms and conditions is found we will, at our sole discretion, determine whether it is a serious or minor breach. If a serious breach of these terms and conditions is found we reserve the right to suspend the account(s) of the client in question or disable any part of the account before contacting them. We will however make an attempt to contact the client prior to suspension in the event of a minor breach using the email address we have on record for your account. If no reply is received within 3 days we will escalate the status of the breach to a serious breach and may suspend the account(s).

### **9.2 Reseller Breach of Terms and Conditions**

In the event that a resold account is the subject of the breach we will make every effort to contact the reseller before taking action. In serious cases we may have to suspend or disable part of the account before contacting the reseller.

## **10. Limitation of Liability**

### **10.1 Indemnification**

We are not responsible for any claimed damages, which may result from our web servers going offline, or being unavailable for any reason. This includes damages which may result from the corruption or deletion of data. The client agrees to indemnify, defend and hold Success Corporation, its directors and employees harmless from any incidental, indirect, direct, special, exemplary, punitive or consequential damages whatsoever, for loss of business profits, business



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interruption, loss of business information, or any other monetary loss arising out of the use of or inability to use our services, or the provision of or failure to provide services.

## **10.2 Violations**

**10.2.1** We will fully cooperate with investigations of violation of systems or network security at other sites and will cooperate with law enforcement authorities in the investigation of possible criminal violations. Clients who violate these terms and conditions may incur criminal or civil liability.

**10.2.2** For clients with multiple accounts and resellers, we reserve the right to suspend all accounts should the main account owner violate these terms and conditions in a manner deemed by us to be extremely serious.

**10.2.3** In the event that we are unable to contact a reseller account holder to pursue payment, we reserve the right to contact their clients to inform them of the situation. We also reserve the right to contact a reseller's clients if they are 'abandoned' by the reseller account holder.

**10.2.4** We will be the sole arbiters as to what constitutes a violation of these terms and conditions. The failure by a client to meet or follow any of the above terms and conditions is grounds for account suspension or deactivation.

## **11. Amendments**

### **11.1 Modification**

We reserve the right to add, delete, or modify these terms and conditions, our hosting packages, prices and web site at any time without notice provided via our web site and announcements . All clients are encouraged to review this document on a regular basis to ensure they are aware of any changes.

If you have any questions concerning the above stated terms and conditions please contact us before ordering