

Website Hosting Terms and Conditions



Version: 2
Effective Date: 20th January 2021

Please read these Terms and Conditions carefully. All contracts that the Host may enter into from time to time shall be governed by these Terms and Conditions, and the Host will ask the Customer for the Customer's express written acceptance of these Terms and Conditions before providing any such services to the Customer.

1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means the following amounts:

- (a) The amounts specified in Section 4 of the Services Order Form; and
- (b) such amounts as may be agreed by the parties in writing from time to time;

"Contract" means a contract made under these Terms and Conditions between the Host and the Customer;

"Customer" means the person or entity identified as such in Section 1 of the Services Order Form;

"Customer Confidential Information" means any information disclosed by the Customer to the Host during the Term (whether disclosed in writing, orally or otherwise) that, at the time of disclosure, was marked as confidential, was described by the Customer as confidential, or should have been reasonably understood by the Host to be confidential;

"Customer Indemnity Event" has the meaning given to it in Clause 14.3;

"Customer Personal Data" means any Personal Data that is processed by the Host on behalf of the Customer in relation to the Contract;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Effective Date" means the date upon which the parties execute a Services Order Form; or, following the Customer completing and submitting the online Services Order Form published by the Host on the Host's website, the date upon which the Host sends to the Customer an order confirmation;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, pandemics, terrorist attacks and wars)];

"Host" means Blue Squirrel Software Ltd, a company incorporated in England and Wales (registration number 06794562), having its registered office at The Guesten, 15 College Green, Worcester, Worcestershire, United Kingdom, WR1 2LH

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"Host Indemnity Event" has the meaning given to it in Clause 14.1;

"Hosted Data" means all data, works and materials: uploaded to or stored on the Hosting Platform by the Customer, or by any third party using any software made available by means of the Hosting Platform; transmitted by the Hosting Platform at the instigation of the Customer, or at the instigation of any third party using any software made available by means of the Hosting Platform; or supplied by the Customer to the Host for uploading to, transmission by or storage on the Hosting Platform;

"Hosting Platform" means the platform managed by the Host and used by the Host to provide the Hosting Services, including the application, database, system and server software used to provide the Hosting Services, and the computer hardware on which that application, database, system and server software is installed;

"Hosting Services" means the hosting of the website(s) identified in Section 3 of the Services Order Form in accordance with the technical requirements specified therein;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Minimum Term" means, in respect of the Contract, the period of 12 months beginning on the Effective Date;

"Personal Data" has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;

"Services Order Form" means an online order form published by the Host and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference;

"Term" means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and

"Terms and Conditions" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions, Schedule 1 (Acceptable Use Policy) and the Services Order Form, including any amendments to that documentation from time to time.

2. Term

2.1 The Contract shall come into force upon the Effective Date.

2.2 The Contract shall continue in force indefinitely, subject to termination in accordance with Clause 17.

2.3 Unless the parties expressly agree otherwise in writing, each Services Order Form shall create a distinct contract under these Terms and Conditions.

3. Implementation of Hosting Services

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3.1 The Host shall implement the Hosting Services by transferring the relevant website(s) from the development servers of the Host and installing the relevant website(s) on the live servers of the Host, or by assisting with the transfer of the relevant website(s) from any third party host and installing the relevant website(s) on the live servers of the Host (as appropriate).

3.2 The Host shall complete the implementation of the Hosting Services within the period of 5 Business Days following the Effective Date or (if later) 5 Business Days following the date upon which the Host has access to all the constituent elements of the relevant website(s).

3.3 Within 5 Business Days following the Host notifying the Customer in writing that the implementation of the Hosting Services is complete, the Customer shall comprehensively test the relevant website(s) and shall send to the Host a written notice setting out the results of those tests. Upon receipt of a notice that the tests have been satisfactorily completed, the Host shall publish the relevant website(s) on its live servers.

4. Hosting Services

4.1 The Host shall provide the Hosting Services to the Customer from the date of implementation of the Hosting Services until the end of the Term.

4.2 The Host shall use best endeavours to maintain the availability of the Hosting Services to the Customer during the relevant period, but does not guarantee 100% availability.

4.3 The Host may from time to time suspend the Hosting Services for the purposes of scheduled maintenance, providing that such scheduled maintenance must be carried out in accordance with this Clause 4.

4.4 The Host shall ensure that all scheduled maintenance is carried out outside Business Hours.

4.5 Limits in respect of the storage capacity, bandwidth and processor utilisation for the Hosting Services are set out in Section 3 of the Services Order Form. The Customer acknowledges that the Host may use technical measures to enforce those limits. If, nonetheless, the Hosting Services exceed those limits, the parties shall endeavour to agree a suitable variation to these Terms and Conditions; and if the parties cannot agree such a variation within a reasonable period (being not more than 10 Business Days) following notice from the Host to the Customer requesting such variation, and resource utilisation continues to exceed those limits, the Customer shall be deemed to be in material breach of the Contract.

4.6 The Customer acknowledges that the Hosting Services may be interrupted as a result of a hardware failure and that the Host will not be in breach of the Contract or otherwise liable to the Customer by virtue of such interruption, providing that the Host must use reasonable endeavours to remedy the interruption as soon as reasonably practicable.

4.7 The Customer must comply with Schedule 1 (Acceptable Use Policy), and must ensure that all persons using the Hosting Services with the authority of the Customer comply with Schedule 1 (Acceptable Use Policy).

4.8 The Customer must not use the Hosting Services for any purpose which is illegal, unlawful, fraudulent or infringes any third party's legal rights, or in any way which is liable to put the Host in breach of a contractual obligation owed by the Host to any third party infrastructure, network or telecommunications service provider.

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4.9 The Hosting Services are provided to the Customer only and the Customer must not resell or sub-license the Hosting Services to any third party.

4.10 For the avoidance of doubt, the Customer has no right to administrative or other privileged access to the Hosting Platform or to the software code (including object code, intermediate code and source code) of the Hosting Platform, either during or after the Term.

4.11 The Host may suspend the provision of the Hosting Services if any amount due to be paid by the Customer to the Host under the Contract is overdue, and the Host has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosting Services on this basis.

5. Helpdesk

5.1 The Host shall make available, during Business Hours, a telephone and email helpdesk facility for the purpose of providing support to the Customer in relation to the Hosting Services (and providing support to the Host's other customers).

6. Customer obligations

6.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Host, or procure for the Host, such:

- (a) co-operation, support and advice;
- (b) information and documentation; and
- (c) governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable the Host to perform its obligations under the Contract.

6.2 The Customer must provide to the Host, or procure for the Host, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Host to enable the Host to perform its obligations under the Contract.

6.3 Save as expressly provided in these Terms and Conditions, the Customer shall be responsible for obtaining and where relevant paying for any licences of third party software that may be required for the use of the Hosting Services.

6.4 The Customer shall be responsible for ensuring that its passwords relating to the Hosting Services are securely constructed, kept securely and not disclosed to any unauthorised person; and the Customer must notify the Host as soon as practicable if the Customer becomes aware that any password relating to the Hosting Services has been or may have been compromised or misused.

7. Hosted Data

7.1 The Customer hereby grants to the Host a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Hosted Data to the extent reasonably required for the performance of the Host's obligations and the exercise of the Host's rights under the Contract, together with the right to sub-license these rights to its own hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Host's obligations and the exercise of the Host's rights under the Contract.

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7.2 The Customer warrants to the Host that the Hosted Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

7.3 If the Host reasonably suspects that any element of the Hosted Data breaches Clause 7.2, or breaches any provision of Schedule 1 (Acceptable Use Policy),] the Host may edit or delete the relevant Hosted Data to the extent reasonably necessary to ensure that it no longer breaches that provision.

7.4 The Host shall create a back-up copy of the Hosted Data at least daily, shall ensure that each such copy is sufficient to enable the Host to restore the Hosting Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 7 days.

7.5 Within the period of 1 Business Day following receipt of a written request from the Customer, the Host shall use all reasonable endeavors to restore to the Hosting Platform the Hosted Data stored in any back-up copy created and stored by the Host in accordance with Clause 7.4. The Customer acknowledges that this process will overwrite the Hosted Data stored on the Hosting Platform prior to the restoration.

7.6 Save to the extent expressly provided otherwise in these Terms and Conditions, the Customer shall be responsible for creating and maintaining back-ups of the Hosted Data and any other relevant data relating to the Hosting Services, and if necessary for restoring such data to the Hosting Platform.

7.7 Upon the date of effective termination of the Contract, the Host shall make available to the Customer for download an electronic copy of the Hosted Data (as constituted upon that date). The Host shall however have no obligations under this Clause 7.7 to make available such Hosted Data if any amounts payable by the Customer to the Host under the Contract are due but unpaid upon that date. The Customer acknowledges that whilst the Host may delete the Hosted Data from its computer systems following termination, the Host may also retain such Hosted Data after termination for legal compliance and/or technical reasons, subject in each case to the other provisions of the Contract.

8. No assignment of Intellectual Property Rights

8.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from the Host to the Customer, or from the Customer to the Host.

9. Charges

9.1 The Customer shall pay the Charges to the Host in accordance with these Terms and Conditions.

9.2 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Host.

9.3 The Host may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Contract, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 4% over the percentage increase, since the date of the most

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recent variation of the relevant element of the Charges under this Clause 9.3 (or, if no such variation has occurred, since the date of execution of the Contract), in the Retail Prices Index (all items) published by the UK Office for National Statistics.

10. Payments

10.1 The Host shall issue invoices for the Charges to the Customer from time to time during the Term.

10.2 The Customer must pay the Charges to the Host within the period of 14 days following the issue of an invoice in accordance with this Clause 10.

10.3 The Customer must pay the Charges by debit card, credit card, direct debit or bank transfer (using such payment details as are notified by the Host to the Customer from time to time).

10.4 If the Customer does not pay any amount properly due to the Host under these Terms and Conditions, the Host may:

- (a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
- (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

11. Host's confidentiality obligations

11.1 The Host must:

- (a) keep the Customer Confidential Information strictly confidential;
- (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions;
- (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Host uses to protect the Host's own confidential information of a similar nature, being at least a reasonable degree of care; and
- (d) act in good faith at all times in relation to the Customer Confidential Information.

11.2 Notwithstanding Clause 11.1, the Host may disclose the Customer Confidential Information to the Host's officers, employees, professional advisers, insurers, agents and subcontractors who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

11.3 This Clause 11 imposes no obligations upon the Host with respect to Customer Confidential Information that:

- (a) is known to the Host before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Host; or

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(c) is obtained by the Host from a third party in circumstances where the Host has no reason to believe that there has been a breach of an obligation of confidentiality.

11.4 The restrictions in this Clause 11 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Host on any recognised stock exchange.

11.5 The provisions of this Clause 11 shall continue in force indefinitely following the termination of for a period of 5 years following the termination of the Contract, at the end of which period they will cease to have effect.

12. Data protection

12.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

12.2 The Customer warrants to the Host that it has the legal right to disclose all Personal Data that it does in fact disclose to the Host under or in connection with the Contract.

13. Warranties

13.1 The Host shall provide the Hosting Services with reasonable skill and care.

13.2 The Host warrants to the Customer that:

(a) the Host has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions;

(b) the Host will comply with all applicable legal and regulatory requirements applying to the exercise of the Host's rights and the fulfilment of the Host's obligations under these Terms and Conditions; and

(c) the Host has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

13.3 The Customer warrants to the Host that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.

13.4 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

14. Not Used

15. Limitations and exclusions of liability

15.1 Nothing in these Terms and Conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

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- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 15.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

15.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

15.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

15.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

15.6 Neither party shall be liable to the other party in respect of any loss of use or production.

15.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

15.8 The Host shall not be liable to the Customer in respect of any loss or corruption of any data, database or software; providing that this Clause 15.8 shall not protect the Host unless the Host has fully complied with its obligations under Clause 7.4 and Clause 7.5.

15.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

15.10 The liability of each party to the other party under the Contract in respect of any event or series of related events shall not exceed the greater of:

- (a) £10'000; and
- (b) the total amount paid and payable by the Customer to the Host under the Contract in the 12 month period preceding the commencement of the event or events.

15.11 The aggregate liability of each party to the other party under the Contract shall not exceed the greater of:

- (a) £20'000; and
- (b) the total amount paid and payable by the Customer to the Host under the Contract.

16. Force Majeure Event

16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

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16.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

16.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

17.1 Either party may terminate the Contract by giving to the other party not less than 30 days' written notice of termination after the end of the Minimum Term.

17.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of the Contract, and the breach is not remediable;
- (b) the other party commits a material breach of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).

17.3 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or
- (d) if that other party is an individual:
 - (i) that other party dies;

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- (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

17.4 The Host may terminate the Contract immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to the Host under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Host has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 17.4.

18. Effects of termination

18.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.10, 7.7, 10.2, 10.4, 11, 12.1, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13, 12.14, 12.15, 12.16, 12.17, 12.18, 15, 18, 21 and 22.

18.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

18.3 Within 30 days following the termination of the Contract for any reason:

- (a) the Customer must pay to the Host any Charges in respect of Hosting Services provided to the Customer before the termination of the Contract; and
- (b) the Host must refund to the Customer any Charges paid by the Customer to the Host in respect of Hosting Services that were to be provided to the Customer after the termination of the Contract, without prejudice to the parties' other legal rights.

19. Notices

19.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Clause 19.2 and Section 5 of the Services Order Form):

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting; or
- (c) sent by email, in which case the notice shall be deemed to be received 1 business day after being sent.

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

20. Subcontracting

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20.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Host may subcontract any of its obligations under the Contract, providing that the Host must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

20.2 The Host shall remain responsible to the Customer for the performance of any subcontracted obligations.

21. General

21.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

21.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

21.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

21.4 The Customer hereby agrees that the Host may assign the Host's contractual rights and obligations under the Contract to any successor to all or a substantial part of the business of the Host from time to time. The Customer must not without the prior written consent of the Host assign, transfer or otherwise deal with any of the Customer's contractual rights or obligations under the Contract.

21.5 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.

21.6 Subject to Clause 15.1, these Terms and Conditions shall constitute the entire agreement between the parties in relation to the subject matter of these Terms and Conditions, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21.7 The Contract shall be governed by and construed in accordance with English law.

21.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

22. Interpretation

22.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

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22.2 The Clause headings do not affect the interpretation of these Terms and Conditions.

22.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

22.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Schedule 1 (Acceptable Use Policy)

1. Introduction

1.1 This acceptable use policy (the "Policy") sets out the rules governing:

- (a) the use of our hosting services, connectivity services, communications services and related services (the "Services"); and
- (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("Content").

1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to Blue Squirrel Software Ltd (and "we" and "our" should be construed accordingly).

1.3 By using the Services, you agree to the rules set out in this Policy.

1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.

2. General usage rules

2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2 You must not use the Services:

- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) constitute a breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) constitute a breach of official secrets legislation; or
- (k) constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children.

4.2 Content must not depict violence in an explicit, graphic or gratuitous manner.

4.3 Content must not be pornographic or sexually explicit.

5. Marketing and spam

5.1 You must not, without our written permission, use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.

5.2 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.

5.3 You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that you find using the Services.

5.4 You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.

5.5 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

6. Regulated businesses

6.1 You must not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

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6.2 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of drugs or pharmaceuticals.

6.3 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of knives, guns or other weapons.

7. Monitoring

7.1 You acknowledge that we may actively monitor the Content and the use of the Services

8. Data mining

8.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

9. Harmful software

9.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

9.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.