

Hosting Terms of Service and Acceptable Use Policy

First City UK (referred hereinafter as 'First City UK', 'our', 'we' and 'us') is a web hosting firm. All accounts on our web servers are subject to the terms and conditions described in this document. Under the terms of this agreement, your placement of information on our servers is an acknowledgement that you have read, understand, and agree to the terms and conditions below.

1. The server your site is hosted on will remain the property of First City UK at all times. Your account will be a 'virtual server' account and accordingly each First City UK server is shared between users. First City UK server's population will never exceed 350 sites per physical computer system.
2. First City UK is the host, contact and service name for all users however 'First City Hosting and 'First City' are interchangeable with this name for the purposes of client contact and all other purposes at our sole discretion.
3. Acceptable *content* policy:
 1. If you intend to use your web space for any secure or confidential data, please email us to ensure we know of its presence on our servers. You may not upload any material that violates or infringes on the copyright, intellectual property rights or trademark rights of any individual or organization. This also applies to linking directly to illegal files or other sites that offer any illegal material. **Sound and video files that you own the rights to may be uploaded only after you are approved - you MUST inform us of any multimedia content on your site including confirmation of your copyright ownership or legally licensed permission to use said files in the manner used.** Midi files are unrestricted; you do not need approval for them. *Note: You may upload these materials if you first obtain written permission from the copyright or trademark owner and we will require a copy of this permission before uploading.*
 2. The following cannot be held on our servers:
 - Pirated software
 - Hacker programs
 - Warez
 - Pornography or nudity of any kind
 - Copyrighted materials
 - *ROMs* and *emulators*
 - any links/affiliations to any of the above
 - phpNuke or any of its variants

If any of the above is found on your site/directory then it will be deleted and you will be emailed with a warning. If a repeat offense is made, your account will be disabled with no refund given. However, if the initial breach of terms is strong enough your account will be immediately terminated. Deliberately changing the extension of a file to hide its contents will not work; it will be considered an illegal file and will result in the immediate termination of your account. You may not publish any material that is grossly offensive to the general on-line community, including but not limited to, exploitation of

children, blatant expressions of bigotry, hatred, harassment, defamation, invasion of privacy or excessive profanity (swearing). This includes material that defames, abuses, harasses or threatens any person or group. Files or directories or email user accounts may not contain profane or sexually suggestive names or expletives. We reserve the right to be the final judge as to what is or is not acceptable and to terminate your account if your use of it causes a detrimental effect on other clients.

3. If your account is disabled due to illegal use on your part your domain name will remain your property, however a £25 charge will be levied should you wish to move the domain to another provider.
4. We operate a paperless billing system. An email will be sent to the address you provide us during sign up every time an invoice is raised. Your account will be suspended if you fail to pay your invoices on time. If your account is suspended due to a billing issue, you will be charged an administration fee of £20.00 to have your account unsuspended (see note below). If you do not pay your invoice within 14 days of the due date we may terminate your account and any data stored will be lost.
 1. Each account that you hold with us will be considered separate for the purposes of administration (including domain registration accounts); consequently administration charges may be levied on a per account basis, and not per invoice when invoices contain charges for more than one product or service.
 2. *Effective immediately for new accounts and from 06th August 2008 for existing clients.* The standard late payment fee will rise from £20 to £25 to bring it in line with our other administrative fees.
5. First City UK will not be held responsible for the content of pages hosted under our service. We do not review page content before it is posted and do not verify, endorse, or otherwise take responsibility for the content of any user-created pages. However, we reserve the right to remove any page from our servers which we determine is violating our rules and guidelines. Users are solely responsible for all files contained in their own directory, and can be held legally liable for the contents of their Web site.
6. Email server acceptable use policy:
 1. The email system should not be used for mass transfer of data or for virus transfer. We have a no-tolerance approach to *spam* mail being used by any of our members. If you are found to be taking part in spam mailing then your account will be terminated, no compensation will be given and you may be charged up to £1000 for your illegal use of spam. To help combat spam we limit users to sending 100 outbound emails per hourly session.
 2. Customer email accounts are expected to be administered appropriately. This requires that users do not store an excessive amount of emails on our servers, and that the server capacity made available for email accounts is used for the short-term storage of messages between POP sessions and for certain longer periods such as during vacations. Please be aware that large numbers of small files stored on a web server can affect the performance for other users as the search time is increased. Users that are unable to

administer their accounts appropriately may be charged a further fee of £10 per email account.

7. Please do not use the PHP, SSI and CGI services to gain illegal entry to our servers or to use them for intensive Server-side tasks (any scripts which require more than 8Mb of server memory and/or more than 30 seconds of server time to execute). Do not make excessive use of our autoresponders, subdomains and MySQL databases. Any over-use of these services will result in termination of your account.
8. We reserve the right to make changes to these TOS & AUP. All users will be given notice of any changes and additions to this contract 1 month (30 days) before the change is made. Notification of changes will be by way of display on our website and will become effective 30 days after the date of first publication. *The online version of this document will at all times be the most up to date and complete copy and will supercede any other version in publication.*
9. Your primary (first) email address at First City UK will always be the address you use when signing up to our services and any notifications and alerts we send to you will be to this address. If this changes at any time it is your sole responsibility to ensure that you notify us of the change. It is also your responsibility to check this address regularly for emails from First City UK/First City UK. *Note: clients might be contacted via email accounts related to both First City UK and First City UK, for example all finance related emails will be via payments@First City UK-creations.co.uk and any finance related enquiries should be made to this address at all times.*
10. *As of 18 November 2008* the primary address associated with your hosted domain (username@yourdomain.com) will no longer be considered by us as the primary address for contacting you. This is to ensure that we have a point of contact in the event that your domain name or account ceases to work for any reason. And it is your sole responsibility to ensure that you keep us notified of the most suitable address with which to contact you. Should you only have access to email addresses relating to the account(s) you have hosted with us you accept that any inability on our part to be able to contact you via email as a result of this is your sole responsibility, and you acknowledge and accept that this may affect the level of service you receive.
11. The amount of server space and bandwidth allocated to your account when you purchased it will always be the minimum value, however we may occasionally increase this value, in which case your account will be upgraded to the new values and you will be contacted regarding this change. *Should your account go over your allocated monthly bandwidth or space, you will be invoiced at the price of £3.50 per day per 1000mb bandwidth or space used, or part thereof. Please note that in such cases there will also be a £10 administration fee levied for each instance of excess use that occurs without prior permission. We may also, at our discretion, suspend an account that greatly exceeds its allocated bandwidth limit without notice. In such an eventuality there will be a further £10 administration fee levied prior to reactivating the account.*
12. First City UK guarantees a 99% uptime, you may request a refund of the purchase price (refunded in pro-rata) if this guarantee is not met over the course of 1 (one) annum. Note that appropriate statistical data must be produced by the user indicating that our server's uptime was less than 99% over the period in order to claim compensation. Planned downtime (of which you will be given 48 hours notice

minimum) and downtime for emergency repairs are not included in this uptime guarantee.

13. In no event will First City UK be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use First City UK's Web Hosting services or any content thereon. This disclaimer applies, without limitation, to any damages or injury, whether for breach of contract, tort, or otherwise, caused by any failure of performance; error; omission; interruption; deletion; defect; delay in operation or transmission; computer virus; file corruption; communication line failure; network or system outage; or theft, destruction, unauthorized access to, alteration of, or use of any record. First City UK does not perform client backups and clients are advised to conduct regular backups of their accounts.
14. First City UK can provide domain management services for existing hosting clients. These services include the configuring of name servers; updating of name servers should they need to be amended; updating of registrant contact details; registration and renewal of the domain name when due - renewal is for 2 years for .uk domains and 1 year for all others; setting up of domain forwarding should this be required; the transfer of registration to another provider should you wish to move. There will be a standard £15.00 fee for this service, charged annually from the date of account creation - this fee is currently under review.
 - The domain management fee is strictly on a per domain basis, not a per client basis.
 - The standard fee is for .com/.org/.net/.uk domains only, other domains may be subject to higher registration and renewal costs and the management fee will therefore reflect this.
 - The standard management fee does not include configuring the domain to work with any third party service other than changing name servers to point to point to third party hosting in the event that hosting needs to be changed. For example, should you require the domain to be configured to work with an external mail provider, or hosted mail exchange, there will be an additional fee of not less than £50.00 for the initial configuration of that service. Should the time taken to carry out the service extend beyond one hour there will be an additional charge of not less than £25.00 per hour. Subsequent updates to the service will be charged at £25.00/hour and not less than £25.00 in total. The time required to liaise with both the client and third party service providers will be factored in to the final cost charged to the client.
 - We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.
15. All discount code applications are checked for validity. You will be told upon ordering whether it is valid. If it is valid, certain conditions may apply to it upon which you will be notified. Breach of these conditions will result in account suspension and you will not receive any refund at all. We reserve the right to obtain administration costs through legal action. Discount codes are not applicable for domain names or account

add ons They only apply for packages, and for the first year only. After that you will be charged the current price for package and domain renewal.

16. Renewals of your hosting service occur automatically, you will receive a notice via email one month and 14 days prior to renewal. Renewal dates are also visible via the control panel at all times.
 - o Once a renewal invoice has been created you have a 14 day cooling off period in which to cancel your account.
 - o If cancellation is not requested during this time it will be deemed that you have accepted the renewal and any payment will be due.
 - o Cancellation is possible after the cooling off period but no refund of charges paid or due will be made.
17. In case where the customer has performed a chargeback without reason or without giving First City UK sufficient time to deal with a problem, then legal action against the customer will be taken for any costs incurred by First City UK.
18. Multisite and reseller accounts:
 0. All resold accounts are subject to the TOS & AUP agreed to by the First City UK Reseller. Resellers are responsible for ensuring that their own conditions fully reflect those of First City UK. Where a resold account is in breach of our TOS & AUP we will take all reasonable steps to contact the reseller requesting that they deal with the breach. However where this is not possible, or the situation requires immediate action, we reserve the right to suspend the resold account in question without prior notice.
 1. Our Multi Site shared hosting packages are not reseller accounts and cannot be used to sell or provide hosting to 3rd parties. It is offered to allow the hosting of multiple sites operated and owned by the account holder only. In the event that a client is found to have resold hosting, or provide hosting to any 3rd party, we will terminate or suspend the account and may require that the account be upgraded to a reseller package, and administration charge will be levied in all cases where illegal/unauthorised reselling occurs.
19. Clients are solely responsible for ensuring that all scripts installed by them (including any available within your account control panel) are patched and kept up to date. We do not, at any time or under any circumstances, provide support for scripts installed via Fantastico. Fantastico is a feature of the control panel that we supply only and clients wishing to install scripts made available via Fantastico are strongly advised to source the original scripts elsewhere, and to install them themselves, as the versions made available via Fantastico are generally out of date. All customers should be aware that any costs incurred by First City UK as a result of, but not limited to, damage to our servers, or to any other account hosted on our servers as a consequence of using the scripts made available via Fantastico (or any other script installed on their account) will be passed on in full to the client. Clients will also be liable for any appropriate administration charges that arise as a result of their actions.
 - o *This is an extension and clarification of section 5 as it applies to the use of off-the-shelf scripts.* Any client not keeping their scripts up-to-date and secure is liable to have their site suspended with immediate effect in order to protect the integrity of the server and other accounts hosted on it. There will be an administration charge of £25 to unsuspend accounts, which must then be

upgraded immediately following the unsuspension. Any failure to do so would then result in account termination without recourse for refund. We do not keep or supply a backup in such cases and it is the client's responsibility to ensure they have a viable working backup of their own data.

20. Clients operating mailing lists are required to ensure that they include the ability for recipients to remove themselves from the list. This option must be available both on the client account and within the emails sent. Where we receive complaints of unsolicited emails or unactioned removal requests we may restrict or terminate your account.

21. Payment and refund policies:

0. We offer all personal (non-commercial) clients a 14 day cooling off period from your initial date of sign up, except for renewals. No refunds are offered for any domain names purchased or transferred, nor for charged-for work carried out on behalf of any client, and we reserve the right to charge an administration fee. Accounts, including all data, emails and files, terminated under this offer shall be removed from our server immediately.
1. We may, at our sole discretion decline to renew any hosting package or service by giving 30 days notice of termination prior to the renewal date. Notice will be served by email and sent to the email address listed in our billing system.
2. Yearly accounts purchased or renewed from this date will attract no refund should the account holder cancel their package during the 12 month period. This does not affect your rights of cancellation during the first 14 days of your account period where the purchase is for non-commercial use.
3. First City UK accepts secure credit card payments only for values less than £100. For amounts greater than £100 payment must be made via direct bank transfer to the account advised at the time of invoicing.

Proceeding with your order verifies your acceptance of these conditions. Your order has not been accepted by First City UK until you have received your account details. This policy corresponds to all First City UK hosting packages and services. All contracts and agreements entered into are governed by English law.