



Terms and Conditions of Internet Services and Products

Updated: 30th January 2008

Definitions:

"The Content-Organisation" shall mean The Content-Organisation Ltd., which is a UK-registered Limited company, whose principle place of business is 235 Elgin Avenue, London, W9 1NH, and whose registered address is 3rd Floor, Palladium House, 1-4 Argyle Street, London, W1F 7LD.

"The Client" shall mean any company or individual that places an order and/or makes a purchase from The Content-Organisation of Internet-based products and/or services.

"Software" shall mean any executable computer programs provided by The Content-Organisation to The Client as part or whole of any products or services.

General Terms and Conditions

1. The use of any products and/or services provided by The Content-Organisation is taken to be acceptance of all these Terms and Conditions.
2. These Terms and Conditions may be altered at any time with notification to the clients affected. The current effective version will be available from our website www.content-organisation.com.
3. The user must adhere to these Terms and Conditions, as well as to any Acceptable Use Policies relevant to the service or any part of the service. If the user breaches any of these terms, The Content-Organisation reserves the right to withdraw access to the service or parts of the service without notification or refund.
4. The user is requested to maintain correct contact details. We will not pass these details on to third parties.
5. The user must not divulge the username and/or password used to access their accounts to any other party. If you feel that your account's security may have been compromised, then you are required to inform us and a new password will be set. The Content-Organisation reserves the right to vet passwords on grounds of security, and to change passwords if The Content-Organisation believes their security to have been compromised.
6. Payments for hosting services are due annually starting from when the account was opened. The Content-Organisation reserves the right to suspend services and block access should the payment not be properly maintained.
7. Credit terms are payment within 14 days of all invoices for products, services and/or hosting, unless agreed otherwise in writing. The Content-Organisation reserves the right according to the Late Payment of Commercial Debts (Interest) Act to charge interest at base rate + 8% (currently 11.75%) on payments made later than the agreed credit period.
8. The Content-Organisation is not responsible for any lack of services provided by other parties, incurred either by the users' lack of payment for the service concerned or due to factors outside of our control.
9. The Content-Organisation reserves the right to cancel or suspend an account, or to refuse service at any time at its sole discretion.
10. The Content-Organisation accepts no responsibility for any losses including those of data or revenue due to cancellation or suspension of the service.
11. The Content-Organisation does not keep copies of e-mail after delivery, and shall not be required to provide copies of e-mail in the event of loss on the users system.
12. It is possible for users to leave copies of read mail on the server when collecting using POP3. The Content-Organisation does not guarantee storage of this mail.
13. The Content-Organisation shall not be held responsible for loss of website data in the unlikely event of failure of our system or actions of third parties beyond our control. It is the responsibility of the user to maintain adequate backups of website data stored on our servers.
14. The Content-Organisation maintains daily backups of website and database data hosted on our servers as a precaution only. This is a selective backup of files owned or maintained by The Content-Organisation. We cannot guarantee the recovery of all site data from these backups. Backup of specific data can only be made by prior agreement to do so under terms and conditions, including liability and limitation of damage, laid out in that agreement.



15. The Content-Organisation reserves the right to impose limits on the amount of data stored for a user on our servers, on the size of e-mails and the bandwidth used. The Content-Organisation also reserves the right to remove or reject data or to invoice for excessive use in order to enforce these limits. At present, e-mail storage will be limited to message up to 3 months old, or up to a volume of 500 megabytes whichever limit is reached sooner.
16. Domain names purchased for the client, fully paid for including domain charges together with any associated trade marks, become the legal property and responsibility of the client.
17. The Content-Organisation will not be held responsible for any charges or legal proceedings you incur through your use of our service. You indemnify The Content-Organisation against any such charges or proceedings.
18. The Content-Organisation Internet will endeavor to support Software to the best of our ability, but does not guarantee to support Software not explicitly specified by The Content-Organisation Internet. Please also see the section on Technical Support Services, below.
19. The Content-Organisation shall not be held responsible for the content of any transmission or data outside of our control if it is in breach of our terms for content or unsolicited mailing. This includes but is not limited to e-mails and web pages.
20. The Content-Organisation reserves the right to log access information in order to maintain system operation and security.
21. The Intellectual rights for all original programming code created by The Content-Organisation remains the property of The Content-Organisation. The code may be used by the purchaser of any web site/application for its intended purpose but not copied or resold as part of a derivative product, except by express permission of The Content-Organisation. The rights to any site design only pass to the client if the site is purchased "with" the rights to the said design.
22. These Terms and Conditions and all Acceptable Use Policies must be accepted in full. If any part is found to be unenforceable, this shall not affect the validity of the remaining portions. In case of doubt, The Content-Organisation's decision is final.

Technical Support Services

1. Technical Support Services ordered will be provided as described on any Purchase Order and/or Invoice, from the date that the Technical Support is ordered, but in any event, in accordance with these Terms & Conditions, subject to the payment by The Client of the applicable fees. The Client may terminate Technical Support Services without terminating any Software licenses.
2. Provided The Client is covered by Technical Support Services, upon The Client's identification of a problem with Software which significantly affects the operation of the Software, The Content-Organisation shall endeavour to rectify the problem subject to the limitations of the Technical Support Services purchased.
3. Reinstatement of lapsed Technical Support Services is subject to The Content-Organisation's Technical Support reinstatement fees in effect on the date Technical Support is re-ordered. Pre-released versions of Software may not be eligible for standard Technical Support Services; The Client may obtain Technical Support Services for Pre-released Software on a time and materials basis.
4. The Content-Organisation warrants that its Technical Support and consulting services will be performed consistently with generally accepted industry standards. This warranty shall be valid for 90 days from performance of each Technical Support or consulting service even if a subsequent service is the same as a service performed prior to it.



Acceptable Use Policy:

1. In using any Product or Service, our Terms and Conditions must be followed.
2. The Product or Service must not be used for any purpose which breaks any English law, or any laws in the originating, destination or transit regions.
3. The Product or Service must not be used for any purpose which inconveniences, interferes with or denies service to any other user of The Content-Organisation or the Internet at large. This may include but is not limited to the activities outlined below.
4. While using the service, the user must adhere to any Terms and Conditions and Acceptable Use Policies in remote and transit networks.
5. The Content-Organisation reserves the right to suspend or cancel accounts without requirement of notice or entitlement to a refund upon a breach of our Terms and Conditions or Acceptable Use Policies, or upon breach of another party's Terms and Conditions, Acceptable Use Policies or laws, or upon complaint from another party pending investigation.
6. The Content-Organisation reserves the right to charge those responsible for costs incurred by abuse of the system.
7. Where any service includes provision of a domain, or provision of service for a domain (including but not limited to DNS hosting, web or e-mail forwarding or storage) no action may be taken to advertise or promote your domain in a manner which would contravene our terms of service even if such actions are not carried out over the The Content-Organisation network, nor may any action be taken which contravenes any third party's acceptable use policies or terms of service.
8. Users connecting their machines to the Internet using any of our Services must ensure that their machines are configured in such a way that they cannot cause inconvenience, interference or loss of service to any other user of the Internet, including but not limited to other The Content-Organisation customers, and that they do not abuse systems either inside or outside of The Content-Organisation's network. This includes but is not limited to ensuring that mail servers cannot be used to relay mail.
9. The user may not attempt to access systems or server areas they are not authorised to use either within The Content-Organisation network or within any other network. It is an offence to attempt to access systems except for those machines you are authorised to access, on the specific ports required for the service intended. A list of machines and areas you are authorised to access, and the services you may use them to obtain may be requested from The Content-Organisation.
10. The sending or publishing of defamatory, obscene or otherwise illegal material, or material deemed as such by The Content-Organisation is prohibited.
11. The abuse or harassment of others whether on The Content-Organisation's network or otherwise is prohibited. This may include but is not limited to the transmission of abusive messages on IRC or e-mail, or by posting abusive material on a website.
12. The sending of unsolicited commercial e-mail, bulk e-mail or multiple Usenet postings is prohibited. The Content Organisation does not permit transmission of emails through its servers using unsolicited lists or to recipients on collected lists who have not expressly permitted such transmissions by subscription to that list on the domain of origin.
13. Resale or allowing others to use the service is not permitted except for: any member of the user's family at the same address; the user's employer or employees at the same address; any other person as allowed in the Terms and Conditions or other Acceptable Use Policies issued by The Content-Organisation; where express written permission has been obtained from The Content-Organisation.
14. These terms apply to all The Content-Organisation customers and to any Internet user or host accessing The Content-Organisation's network from an external network.
15. Where a violation of our terms of service has occurred, The Content-Organisation Internet will make the decision regarding action to be taken. In cases of accidental or mild contravention of our policies, a single warning may be given before further action is taken. The Content-Organisation Internet's decision is final.