



TERMS AND CONDITIONS

By using any services of Bite IT Ltd, you are agreeing to the following terms and conditions:-

Definitions

- The Company, for the sake of this document, refers to Bite IT Ltd and any of its employees, agents or sub-contractors.
- The Client in this document refers to all customers using any services of Bite IT Ltd, INCLUDING Graphic Design; Email forwarding and POP Email; Internet Web Hosting; FTP Hosting; Domain Name Registration; Internet Web Site Design solutions, Consultancy, Database programming and hosting, and such other services as the Company may from time to time provide
- The Company's Servers refers to all Software Processing Units (SPU) belonging to the Company or sub-contracted by the Company, that are connected to the Internet
- Internet Solution can consist of Web Site Design; Database programming; Email Forwarding; Email POP accounts; Internet Web Site Hosting; FTP services; Domain Name Registration, Graphical Presentations, Online Marketing and any services that the Company offers to clients connected with the Internet or IT business

Terms and Conditions

The Company shall supply its services to the Client subject to these conditions and any changes or additions to them as may from time to time be agreed by the Company with the Client.

1. The Client is deemed to be fully conversant with the Internet and the Company gives no warranties expressed or implied except as expressly stated in these conditions.
- 2.1 The Client shall at all times comply with the terms and conditions (from time to time subsisting) for the registration of Domain Names published by the relevant naming authority and generally to the terms and conditions of any such authority having similar force and to which the client may become subject as a result of services provided by the Company
- 2.2. The Company gives no warranty that domain names registered by it on behalf of clients, or the content of web sites produced or hosted by it, will not infringe the rights of a third party. The Client agrees to indemnify the Company its employees and agents and shall hold them harmless from and against all loss penalties damages liability claims or expenses whatsoever arising from any claims by third parties as to ownership or other rights to use a Domain Name where one has been registered by or transferred to the Company or arising in any way by the Client or Company infringing (whether innocently or knowingly) third party rights arising out of the Client's data, Internet activities or web site. The Company reserves the right to remove offending data from its servers where a breach of third party rights is suspected or shown.
- 2.3 The Company reserves the right to monitor the Client's monthly bandwidth usage and reserves the right to implement restrictions on available bandwidth in order to protect all Internet Solutions using the Company's Servers from time to time when necessary. Unless otherwise indicated, 'hosting' includes permitted bandwidth with a monthly transfer limit of 1Gb. The Company reserves the right to make additional charges for usage above the limit at the prevailing charge rates as charged by the owners/operators of the Servers.
- 2.4 The Client bears full responsibility for ensuring that Domain names are renewed. The contract is between the Naming Authority and the Client. The Company registers and renews Domain names on behalf of Clients, in the capacity of an 'Agent' and agrees to notify the Client of Domain Name renewal details, within a reasonable period from receipt of the renewal notice from the relevant naming authority. The Company will endeavour to secure registration of requested Domain Names, but makes no guarantee that such requests can be accommodated, until specific confirmation of registration is received from the Naming Authority.
3. The Client shall not permit any third party to use and/or access any of the Company's Servers for any purpose without prior written consent of the Company given in accordance with Clause 25(1).
4. The Company shall at all time take reasonable steps to safeguard the Company's Servers and the data contained therein from damage accident fire theft and unauthorised use.
5. The Company shall have no liability to the Client for loss arising from any material, data or instructions supplied whether digitally or otherwise by the Client or on its behalf which is incomplete inaccurate illegible out of sequence or in the wrong form or arising from late arrival or non-arrival or any other fault by the Client or on its behalf.



6. The Client shall notify the Company immediately in accordance with Clause 25(1) if it becomes aware of any unauthorised use of all or any of the Internet Solutions by any person.
7. The Client acknowledges that it has independently determined that the Internet Solutions supplied by the Company meets its requirements. Package configurations of Internet Solutions are subject to change without notice.
- 8.1 The Company shall be entitled to vary its prices from time to time without prior notice and the current prices shall be provided upon request.
- 8.2 All prices quoted to the Client for the provision of services by the Company are exclusive of any value added tax for which the Client may be additionally liable at the applicable rate.
- 8.3 The Company's invoices are due to be paid by the Client in full within 7 days of the invoice issue date, unless otherwise stated. If payment is not made on the due date the Company shall be entitled without limiting any other rights it may have to charge interest on the outstanding amount (both before and after any judgement) at the rate of 5% above the base rate from time to time of Barclays Bank Plc from the due date until the outstanding amount is paid.
- 8.4. In respect of Domain Name registration the Company will raise an invoice for payment to the appropriate naming authority and for the hosting for that name, specifying the date by which payment by the Client must be made. Failure for any reason by the Client to make payment before the specified date will entitle the Company to release the Client's Domain Name without any liability for loss suffered by the Client howsoever arising.
9. The Company is not responsible for any delay malfunction non performance and/or other degradation of performance of any of the Client's Internet Solutions caused by or resulting from any alteration and/or modifications and/or amendments due to changes and specifications requested or implemented by the Client whether or not beyond the Internet Solutions already supplied. The Company reserves the right to raise additional charges for any work arising out of the provisions of this clause.
10. In the event of total systems failure resulting in the disruption of service to the Internet from the Company's Servers, the Company will endeavour to repair and reinstate the service within 48 hours of detection depending on the severity of the failure. If failure is caused by the Client or any agent of the Client to whom access to the Company's Servers was given the Client shall pay all costs to reinstate and/or repair the client server. The Company accepts no liability for any loss (whether financial or otherwise), resulting from any disruption or failure of the Internet or the Company's services. Financial loss includes (but is not limited to) loss of turnover, profiles, sales, revenue, indirect, consequential and special loss.
11. The Client is not allowed to serve any data or information from the Company's Servers, including (but not limited to) text and graphics, which may indirectly or directly lead to a contravention of the laws or regulations of the United Kingdom and in Parliament, including but not limited to the export, supply or use of goods or technology or publication of material which is prohibited such as pornography or serve such information either knowingly or unknowingly which in the absolute discretion of the Company may bring the Company into disrepute or may call into question any action taken by the Company on the Client's behalf. The Company reserves the right to terminate the services indefinitely to the Client, where there is a proven or suspected contravention, until such contravention is corrected and/or rectified. The Client is responsible for ensuring all material contained in their web site and usage of the web site is in accordance with Data Protection, Disabilities and other relevant legislation. The Company does not purport to provide guidance or advice regarding the compliance with such legislation and accepts no liability arising from any breach thereof. The Client shall indemnify the Company in respect of any claims made on the Company as a result of such contravention.
12. All confidential information of the Client or of the Client's customers disclosed by the Client to the Company shall be regarded as disclosed in confidence and shall be used in connection with the affairs of the Client and not be passed on to third party and/or in any way be made use of by the Company at any time either during or after the termination of this agreement save with consent or which comes into the public domain (otherwise than through the unauthorised disclosure by the Company).
13. The Client shall promptly notify in accordance with Clause 25(1) the Company if it becomes aware of a breach of confidence and shall give the Company all reasonable assistance in connection with any proceedings the Company may institute against a third party at the Company's expense.
14. The Client shall treat as confidential the Internet Solutions supplied by the Company and either designated as confidential by the Company or confidential by its nature (Information). Information shall not include information which is lawfully in the possession of the Client otherwise than through disclosure by the Company or which is in the public domain (otherwise than through unauthorised disclosure by the Client). All graphical designs, themes, data, programs, themes and copyright created by the Company or collected by the company (other than that provided by the Client) remain the property of the company. The client is licensed to use the aforementioned property only with the agreement of the Company and only on web sites that are being hosted by the company. No licence to use graphics, design or data produced by the Company will be granted, until full payment for the project has been received. Once full payment has been received, such licence will be granted on an annually renewable basis, upon payment of an agreed renewal fee.



15. The Company reserves the right to suspend all services without refund of any costs and without notice to any Client who uses the Company's servers to send bulk unsolicited E-mail (spamming).

16. The client will not provide any technical information obtained from the Company to any person, company or government entity when the Client knows or has reason to believe that the supply of information may indirectly or directly lead to a contravention of the laws or regulations of the United Kingdom applicable to the export supply or use of goods or technology.

17. WITHOUT PREJUDICE TO ANY OTHER CONDITIONS THE COMPANY RESERVES THE RIGHT TO SUSPEND SERVICES TO A CLIENT INDEFINITELY IN THE EVENT THAT ANY OF THESE CONDITIONS ARE BREACHED OR SUSPECTED OF BEING BREACHED AND SUSPENSION OF SERVICES WILL CONTINUE UNTIL THE CAUSE OF THE BREACH IS RECTIFIED OR UNTIL OTHERWISE AGREED. THE COMPANY ENFORCES "GOOD NETIQUETTE" PRACTICE AND ALL CLIENTS USING THE COMPANY'S FACILITIES AND SERVICES ARE OBLIGED TO COMPLY WITH THIS CODE OF PRACTICE.

18. Any failure or delay by either party in exercising any rights or remedy will not constitute a waiver.

19. If either the Company or the Client is unable or if it is impracticable to perform any of its obligations under these conditions due to circumstances beyond its control it shall immediately give notice to the other party in writing and indicate what steps (if any) are being taken to remedy the situation.

20. The minimum contractual period for the provision of Internet access and hosting services by the company is 12 months from the first day that the services are made available to the Client. This agreement should be deemed to expire only in the event that the Client sends one month's written notice no later than the 11th month after the supply of services stating its intention to terminate this agreement otherwise the following years annual fee for the services supplied to the Client shall become applicable and a liability of the Client.

21. Any breach by the Client of any of its obligations there under shall entitle the Company to recover its loss arising from any such breach on a full indemnity basis.

22. This Agreement may be determined:-

22.1. Forthwith by the Company if the Client fails to pay any sums due hereunder within 30 days of the due date hereof.

22.2. Forthwith by either party if the other commits any material breach of any these conditions other than one falling within (21.1 above) and which (in the case of a breach capable of being remedied) has not been remedied within 30 days of a written request to remedy the same:-

22.3 Forthwith by either party if the other shall convene a meeting with its creditors or if a proposal shall be made for a voluntary arrangement within part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme of arrangement with (or the assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

23. Any termination pursuant to the preceding clause shall be without prejudice to any other rights or remedies which a party may be entitled to hereunder or at law and shall not affect any previous rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continuing force upon or after such termination.

24. These conditions (together with terms if any which are agreed in writing between the parties) constitute the entire agreement between the parties and supersede any previous agreement or understanding. All other terms and conditions (express or implied by statute or otherwise) are excluded to the fullest extent permitted by law.

25.1 Any notice or other communication to be given by a party under this Agreement must be in writing and must be given by delivery at or sending by first class post or other faster postal E-mail service or telex facsimile transmission or other means of telecommunication in permanent written form (provided the addressee has his or its own facilities for receiving such transmission) to the last known postal or E-mail address or relevant telecommunications number of the other party. Where notice is given by sending in a prescribed manner it shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was despatched. A notice shall have been effect from the sooner of its actual or deemed receipt by the addressee.

25.2 At all times the Client must specify a communications address in a recognised form to which the Company may send all notices or other forms of communication, (particular in an emergency). Should the Client fail to notify the Company immediately of any change in particulars then the Company shall not be liable for any loss to the Client arising from any such failure.



26. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

27. English Law will govern this Agreement and the parties agree to be subject to the exclusive jurisdiction of the Courts of England and Wales.

28. The Company will not be liable for the content of any linked sites and make no representations of the accuracy or validity of the content contained in such sites.