Web Hosting and POP3 Email Hosting Contract



We try to keep the contract and T's and C's for our web hosting and POP3 mail hosting as simple as possible. There are some specific terms and conditions lower down this document but in simple terms our service is:

What we provide:

- Access to a web hosting server using Ubuntu Linux operating system, PHP5, MYSQL database and Apache2 Web server. This means that whatever you upload to your storage area will be displayed on your web site. We aim to give 99.95% uptime for our servers.
- A POP3 email server with your email addresses set up. We also set up additional email addresses in the future.
- A MYSQL management portal so that you can alter any database records in your MYSQL database.
- A list of all usernames, passwords and server addresses so you can configure your devices.
- We monitor the web site every 5 minutes to check that the web site is permanently displayed.

What you need to do:

- Upload your web site to the server using FTP.
- Upload the database information.
- Configure your PC's, smartphones, tablets and other devices to use email.

Optional Services:

- Web design.
- Support for equipment not supplied by Andisa It Consultants.
- Management of your domain name. If you choose for us to do this then we will set up all DNS records, mail pointers and also renew the domain each year. (This service has an additional charge).
- Assisted email set up or repair.
 - We will log onto each PC remotely and configure your email client. If you bring your tablets or Smartphones to the Andisa Office then we will also set these up to send / receive emails.
- Upload of a web site.
 - If you send us your web site and database contents then we will upload them for you.
- AntiSPAM / AntiVirus service. Prices for this service are on our web site.

Terms and Conditions

"Client" refers to the company we invoice for the service.

- 1. Andisa IT Consultants Ltd will provide web hosting and POP3 email hosting for the Client.
- 2. Andisa IT Consultants Ltd reserves the right to refuse service and /or access to its servers to anyone. Andisa IT Consultants Ltd does not allow any of the following content to be stored on its servers:
 - Illegal Material Including copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.
 - Miscellaneous content Including pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc. and encrypting of any of the above.
 Also includes any sites providing "links to" or "how to" information about such material.
- 3. Client agrees to pay annual or monthly invoices to Andisa IT Consultants Ltd within 7 days of receipt, in advance for any month or year in which the Client wishes to continue using the services. Client has option to pay monthly or annually.
- 4. Andisa IT Consultants Ltd reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer violates Andisa IT Consultants Ltd's terms of service, a refund will not be issued in the event of a cancellation. Client may cancel their account at any time by giving one month notice. If a client cancels the service then there will be no refund. Fees charged on a prepay basis are non-refundable.
- 5. The minimum term for web and POP3 email hosting is 12 months.
- 6. Andisa IT Consultants Ltd occasionally implement operating system or Web hosting system software updates to support the latest web development techniques and to maintain security. Client is responsible for any changes needed to the web site to accommodate these changes.
- 7. Andisa IT Consultants Ltd shall not be responsible for any loss of business or other damages resulting from occasional "down-time" or other technical problems related to the host server, whether caused by the web hosting company or by broader Internet problems beyond our control.
- 8. Your hosting account has a bandwidth usage limit of 100 Mbps. We realize that from time to time, a Client may have unanticipated circumstances which cause their web sites to exceed this limit. In rare cases, such overages may result in additional

charges, or temporary suspension of service. Should this occur, Andisa IT Consultants Ltd will first make every effort to contact you to prevent any unexpected charges or service interruptions.

- 9. Client is solely responsible for maintaining the confidentiality and security of its Internet account and usage including use of its unique logon ID.
- 10. Client acknowledges and agrees that Andisa IT Consultants Ltd may be required by a law enforcement agency to monitor website content and traffic and if necessary give evidence of the same together with use of the logon ID to support or defend any dispute or actionable cause or matter which arises in relation to the same.
- 11. Within fourteen (14) days after the date of termination of this Agreement for whatever reason, Andisa IT Consultants Ltd will destroy all magnetic media, digital and (if any) hard-copy forms of the Website.

12. Force Majeure

Neither party will be under any liability to the other in any way whatsoever for destruction, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body.

13. The parties hereby agree that this Agreement and the provisions hereof will be construed in accordance with English Law.