



Terms and Conditions of Service

Freethought Internet Limited provides a range of internet services such as shared hosting, co-location, dedicated servers and IP services. These terms and conditions set out the terms which have been agreed between Freethought Internet and the client for the provision of such internet services and shall be supplemented from time to time by schedules which set down any additional terms for services requested by the client.

PowerCore Networks and AS41000 are trading names of Freethought Internet Limited.

Freethought Internet, PowerCore Networks and AS41000 shall hereafter be referred to as Freethought for the purposes of this Agreement.

Definitions

In this agreement, unless the context requires otherwise, the following words shall have the following meanings:

Abuse Complaint	A complaint by Freethought or a third party about the clients use of the services.
Bandwidth	The data transferred by the client using the services to other equipment on the internet. For the avoidance of doubt this includes transfer of data between services and other equipment hosted by Freethought.
Control Panel	The online portal that the client may access to manage their account with Freethought. This may also refer to a Plesk control panel in the case of dedicated servers and shared hosting.
Engineer	A Freethought member of staff with competence in repairing or replacing hardware and the management of server environments and software.
Hardware	Means the servers, firewalls, equipment, cabling and systems provided by Freethought or the client in relation to the services.
IP	Means "Internet Protocol"
IPRs	Means any and all intellectual property rights, including without limit and and all patents, design rights, database rights, copyright, know-how, moral rights, trade secrets, confidential information, trade marks, service marks, trade names and goodwill.
Latency	The mean time for a packet to be transmitted between two points.
Network Availability	The percentage of time the Freethought network is contactable for a calendar month.
Notified Maintenance	Essential maintenance to be carried out by Freethought in relation to services, hardware and/or software which has been notified to the client.
Packet Loss	The number of packets as a percentage that do not reach their destination within the Freethought network.

Power Availability	The percentage of time the power is available over a calendar month.
Quality	Refers to the latency of the Freethought network and the packet loss within the Freethought network.
Freethought Network	Refers to Freethought's routers, switches, cabling and other network equipment located in the UK responsible for connected servers hosted by Freethought to the outside world.
Response Time	The time from the client making a support call to an engineer commencing work on the service.
Schedule	Means the schedule and/or internet telephone orders to this agreement from time to time that describe the services requested by the client, including without limit the details of the requested bandwidth, hardware and software.
Schedule Maintenance	Defined as any and all maintenance necessary for the continued provision of service, including but not limited to network upgrades and security updates.
Service(s)	The internet related services described in any schedule made hereunder and which are supplied or to be supplied by Freethought on and subject to the terms of this agreement and any schedules made hereunder.
SLA	Means "service level agreement"
Software	Means the computer software provided by Freethought in connection with the services.
Support Call	Any telephone call or support ticket request by the client to the Freethought support help desk.

General

The services shall be described in this agreement and any associated schedules. All schedules shall be deemed to be an offer from the client and shall only be deemed accepted by Freethought when counter-signed by an authorised representative of Freethought. In the event of any conflict between any provision in this agreement and those in the schedule then the provision in the schedule shall prevail.

The client, where the client is an individual, or the person entering into this agreement on behalf of the client, where the client is an entity, warrants that they are 18 years of age or older and capable and authorised to enter into this agreement.

Freethought reserves the right at any time and from time to time to amend, improve, or correct the services, software and/or hardware (or any part thereof) provided that such modification does not materially affect the overall quality of the service. This includes the right to substitute any hardware provided in relation to the service with hardware of similar specification, where necessary. Freethought shall endeavour to give the client reasonable notice of such modifications but this may not always be possible and Freethought shall not be liable to the client or to any third party for any such modification or any failure to give such notice.

Freethought reserves the right at its sole discretion to suspend the Services (temporarily or permanently) on the occurrence of any unscheduled maintenance or any of the following (each of the following shall be a "Suspension Events"): (i) Notified Maintenance; (ii) issue by any competent authority of an order which is binding on Freethought and which affects the Services and which can only be dealt with properly by suspension of the Services; (iii) if the Client fails to pay any amounts due under this Agreement when they are due; (iv) if any events occur which would entitle Freethought to terminate this Agreement; (v) the Bandwidth used by the Client in

relation to the Services exceeds the agreed level and Freethought determines in its sole discretion that such suspension is necessary to protect all and any Internet solutions provided by Freethought from time to time.

Where the services under this agreement are unmanaged co-located, dedicated, virtual dedicated or virtual private servers it is the clients responsibility to keep any server files up to date. The client is liable for any legal contracts or end user license agreements as a result of any third party software installed by the client.

Where the services under this agreement are co-located, dedicated, virtual dedicated or virtual private servers and In the event of a server crash, once notified, Freethought will endeavour to reboot the clients server as soon as possible but offer no timed guarantee. The client may have access to an automatic reboot switch, in which case an instantaneous reboot may be possible. Freethought make no guarantee as to the availability and functionality of the reboot switch.

Freethought reserves the right to refuse to provide services to the client for any reason.

It is the clients responsibility to enter a contact email address, postal address and telephone number on the control panel and to ensure such contact details are current and up to date at all times.

Freethought may provide the services to the client from verbal or email order received by it from any authorised person. A person shall be deemed authorised for the purpose of this clause if his name is listed at the time of order on the control panel.

This agreement together with the schedule constitutes the whole and only agreement and understanding between the parties relating to its subject matter and supersedes and extinguishes any drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in connection with the subject matter of this agreement whether existing prior to or at the same time as this agreement. The agreement will be on these conditions only, to the exclusion of any other terms and conditions (including any terms and conditions which the client purports to apply under any purchase order, confirmation of order, specification or other document). The client's terms and conditions shall not apply to this agreement.

Duration and Termination

This agreement shall come into effect upon the date of this agreement and, subject to the provisions of this agreement shall continue in force for an initial term as specified when the order was placed from the date the services are available to the client and indefinitely after that until terminated by either party giving not less than 30 days prior written notice to expire on or after the expiry date of the initial term.

Without prejudice to any other rights to which Freethought is entitled, Freethought may give notice in writing to the client terminating this agreement with immediate effect if;

1. The client commits any material breach of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified of the breach.
2. An order is made or a resolution is passed for the winding up of the client.
3. An order is made for the appointment of an administrator to manage the affairs, business and property of the client or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the client or notice of intention to appoint an administrator is given by the client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act (1986).
4. A receiver is appointed of any of the clients assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the client or if any other person takes possession of or sells the clients assets.

5. The client makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.
6. There is a change of the ability to direct the affairs of the client whether by virtue of the ownership of shares, control or otherwise of the client.
7. The client purports to assign its rights or obligations under this agreement.

For the avoidance of doubt and without limitation, a breach of any of any of the payment provisions contained in this agreement, or a breach of the acceptable use policy is a material breach for the purpose of this agreement.

Where Freethought has obtained consumables in order to provide the services detailed under the Agreement and this Agreement is terminated, the client is still responsible for payment for these consumables. This includes but is not limited to domain names, operating system licenses, SSL certificates and control panel software.

Refunds will only be given at the discretion of Freethought. Once the services under this agreement are terminated all data and information related to these services will be permanently deleted, it is the responsibility of the client to ensure that a backup of any data is obtained prior to services under this agreement being terminated.

Distance Selling Regulations

Where the client is not a business under Regulation 10 of The Consumer Protection (Distance Selling) Regulations 2000, the Client may have the right to cancel this Agreement for fourteen working days after this Agreement has been concluded. However, it is agreed between Freethought and the Client that the Services may commence before the end of that cancellation period, and then the Client will lose the right to cancel from the date that Freethought provides the Client with the access details of the Services.

Support and Maintenance

Maintenance and support shall not include services for problems arising out of (a) tampering, modification, alteration, or addition to the hardware or software, which is undertaken by persons other than Freethought or its authorised representatives or via supplied management software in the case of shared hosting, or (b) software programs or hardware supplied by the client.

The client shall document, and promptly report all errors, malfunctions of the services, hardware or software to Freethought. The client shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable amount of time after such procedures have been received from Freethought provided the procedures specified are reasonable.

The client shall maintain a current archive copy of all software and data, and shall properly train its personnel in the use of services, hardware and software.

Any problems caused by the client to the services (which include, but are not limited to, the deletion of necessary operating system files, accidental or intentional infection by a virus or trojan) may result in extra charges to the client at the rate of £50 per 60 minutes, or part thereof. Where any work will take more than two hours, we will seek prior authorisation from the client by telephone, email, fax or post.

Support contact details, hours and other information can be found on the Freethought website.

Delivery and Collection of Co-located Equipment

The client accepts full responsibility for the delivery and collection of their equipment to Freethought and shall ensure that it reaches us in working condition. Freethought do not accept any liability for any loss or damage

caused in transit to and from the data centre. When the server is delivered, the package it is delivered in will be disposed of. If the client wishes the packaging to be stored, they must explicitly inform us by post in writing in advance, and this will be charged at a standard rate of £15 per week or part thereof.

The client shall not be entitled to collect their server for maintenance or otherwise unless all unpaid fees for the services are paid in full prior to such collection.

Where the services are terminated, Freethought will store the clients equipment without charge for 7 days but recommend it is collected as soon as practical. If the equipment is stored beyond this period, there will be a storage charge of £35 per week per item of equipment.

Freethought reserves the right to exercise lien over the clients server(s) in respect of any unpaid fees and shall be entitled to sell the server(s) if it is not collected after one (1) month from the termination date in order to recoup any unpaid fees.

Unsupervised physical access to shared racks used by more than one Freethought client is not permitted under any circumstance. If possible, Freethought will remove the clients equipment from the data centre to a separate room for client access. This will be charged for at the rate of £30 per hour or part thereof. Supervised access is chargeable at a rate of £100 per hour or part thereof, a higher rate may apply out of normal office hours or at short notice. Freethought must be notified of any need for physical access at least 24 hours in advance of access being required.

Acceptable Use Policy

Freethought's acceptable use policy is intended to help protect the Freethought service, Freethought clients and the internet community in general from irresponsible or, in some cases, illegal activities, and the client agrees to be bound by the policy.

1. The client and their end users shall not, nor shall they permit, enable or assist others, to use the services for any breach of any applicable law, or generally accepted transmission or application protocols applicable to the internet or any part of it, or to anything connected to it, or to any user of it. Such prohibited use includes but is not limited to the following:
 - a. Civil infringement or and/or criminal offence relating to copyright, trade marks or any other intellectual property right in jurisdiction
 - b. Commission of any criminal offence (including deliberate transmission of computer viruses) under the Computer Misuse Act 1990 (UK) or any similar legislation in any country.
 - c. Knowingly or recklessly transmitting, displaying or posting to a publicly accessible service any material which is unlawful or actionably defamatory or an invasion of privacy, breach of an intellectual property right or breach of a right of publicity in any jurisdiction with which any publicly accessible service reasonably appears to have any connection or from which it may reasonably be apprehended that a publicly accessible service is likely to be significantly accesses.
 - d. Transmitting, transferring, displaying or posting to a publicly accessible service any material in breach of the Data Protection Act 1998 (UK) or similar legislation in any other country or any material which is confidential or is a trade secret or which affects the national security of the United Kingdom or the said territory or which may expose Freethought to any retribution or penalty under the laws and/or regulations and/or decrees of the United Kingdom or any other country relating to the export or dealing with military or potentially military resource.
 - e. Use of the services or the internet in any manner which is a violation or infringement of any rights of any kind or nature (whether like to any of the foregoing or otherwise) of any person, firm or company.
 - f. Unauthorised access to the network management equipment of Freethought or other Internet Service providers.
 - g. Forgery of Internet Addresses or other fields in IP packages by the client.

- h. Any sending of unsolicited email messages or any mass mailing of unsolicited advertising material by the client.
 - i. Any activity that potentially could harm the Freethought network, its client networks or other networks, including but not limited to traffic flooding, malicious overflows etc.
 - j. Any activity that Freethought decides at its absolute discretion is an unsuitable use of the services.
2. The client is responsible for
 - a. Maintaining email addresses in the forms of postmaster@client.domain and abuse@client.domain for receiving complains of network abuse activities, as suggested by Internet Official Protocol RFC 2142. Typically, these email addresses will forward emails to the real user accounts of the responsible persons for treating the network misuse complaints.
 - b. The activities of its customers or end-users and, by accepting service from Freethought, is agreeing to ensure that its clients abide by this policy. If irresponsible or illegal activity continues, even after Freethought tried to communicate with the client then the client may be subject to an appropriate action to stop these activities.
 3. All complaints related to network misuse - including email abuse - are to be sent to abuse@freethought-internet.co.uk
 4. IRC services or IRC-related services are permitted only with prior written permission from Freethought.
 5. The client warrants that it will respond to any abuse complaints with 48 hours.
 6. You may not initiate sites that provide any of the following content, access to, or links to such content on the Freethought network. This includes but is not limited to:
 - a. Pirated software (warez) or any software that is copyrighted and not freely available for distribution without cost.
 - b. Hacking, phreaking, viruses, anarchy, etc.
 - c. IRC Bots, Spamware.
 - d. BitTorrent files and their associated technologies.
 - e. Archives (copyrighted music, video or program archives unless you are the copyright owner)
 - f. Sexually explicit, obscene or pornographic content (whether in text, graphic or other form)
 - g. Sexually explicit, obscene or pornographic content (whether in text, graphic or other form) depicting minors (children) under the age of eighteen years.
 - h. Speech or images that offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise) or that promote illegal activity.
 - i. Unreasonable graphic violence.
 7. In relation to item 1h of this policy: Sending of unsolicited email, commonly known as spam is strictly against the terms of this policy. Any client held in breach of this policy under item 1h will have their service suspended and may incur a penalty charge of £1000 and an administration charge of £100.
 8. Item 6(f) do not apply to services where the client owns the server equipment (Co-Location) or where the client is leasing equipment off of Freethought (Dedicated) or leasing virtual equipment (Virtual Dedicated) except where the actions of the client may expose Freethought to any retribution or penalty under the laws and/or regulations and/or decrees of the United Kingdom or any other country.

Service Level Agreement

On services where an SLA is provided then the following service level agreement sets down the guarantees we make to the client with regard to the quality of the service they receive. This applies only to clients who are in good financial standing and have no unpaid balances.

1. 99.95% network availability
2. < or = 0.01% packet loss

Should the quality of the service fall below the above guarantee then a credit of 5% of the monthly total of the service will be awarded to the client.

If network availability should fall below 99.5% then a credit of 10% of the monthly total of the service will be awarded to the client. If the network availability should fall below 90% then a credit of 25% of the monthly total of the service will be awarded to the client.

SLA uptime details are monitored by Pingdom. We can provide outage logs upon request.

Payment

The client shall pay the price for the services as set out in the schedule. An initial payment may be required before any set-up work is carried out. Freethought invoices for regular payments monthly in arrears, unless otherwise specified.

The price for the service covers bandwidth as stated in the schedule. If the client exceeds this limit then Freethought reserves the right to make additional charges for usage above the limit at its then prevailing charge rate. Freethought will endeavour to let the client know if its bandwidth use exceeds the agreed level, however it is the clients responsibility to monitor the bandwidth being used by it from time to time.

The price and all other amounts due under the schedule shall be paid by the client by the due date as specified in Freethought's invoice. Time for payment shall be of the essence. Payment shall only be deemed received by Freethought upon receipt of cleared funds. Payment shall be made in full without any abatement, set off, or deduction on any grounds. Freethought reserves the right to suspend the services in case of late payment. Any exercise by Freethought of its right to suspend services in the case of late payment shall be without prejudice to any other of its rights under this agreement. Notwithstanding suspension of the services by Freethought the client shall continue to pay the price for the services in accordance with the terms of this agreement. Freethought understands and will exercise its statutory right to interest and debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if not paid according to agreed terms. In addition to its statutory rights to charge interest under the Payment of Commercial Debts (Interest) Act 1998, the Client agrees to pay Freethought compounded interest on any unpaid account balance at a rate of 15%, calculated daily.

Freethought reserves the right to exercise lien over the clients equipment in respect of any unpaid fees and shall be entitled to sell the equipment after the expiry date of thirty (30) days from the termination date in order to recoup any unpaid fees. Freethought reserves the right to send overdue accounts to a debt collection agency. All charges involved in the collection of overdue accounts will be payable by the client.

Freethought is VAT registered in the United Kingdom under VAT registration number GB 987 0952 66. In accordance with UK law Freethought will charge VAT on all orders except where the Client provides a valid European Union VAT registration number, or the Client is obtaining and can provide suitable acceptable proof that the services under this Agreement are being obtained for business purposes and are located outside of the European Union.

Consequential Losses

Freethought is not in a position to assess any consequential loss which the Client may suffer as a result of any failure of the Services, or any other default on the part of Freethought and it would be impractical and uneconomic for Freethought to insure against such liability. Accordingly it is the responsibility of the Client to properly assess any consequential loss that it and/or its clients may suffer and to obtain and maintain adequate insurance in relation to such losses. The Client shall also ensure that it has adequate insurance cover in relation to any loss or damage which may be caused to Freethought and/or its clients through the negligence or default of the Client, its employees, agents, or equipment. The Client shall, as and when requested, provide Freethought with such evidence as Freethought may require in relation to the Client's insurance.

Indemnity

The client agrees to fully indemnify and keep Freethought, its subsidiaries, affiliates, officers, partners and employees fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever incurred by it or them and arising from any of the following:

1. The clients breach of this agreement or its negligence or other act, omission or default
2. The operation of break down of any equipment or software owned or used by the client but not the hardware and/or software.
3. The clients use of misuse of services
4. The client infringing (whether innocently or knowingly) third party rights (Including but not limited to IPRs).

Modification of Terms

Freethought reserves the right to modify this agreement at any time and without advance notice, effective upon making the modifications available on the Freethought website. You are responsible for regularly reviewing these documents. Continued use of the service after such changes shall constitute your consent to such changes. Freethought does not and will not assume any obligation to notify you of any changes.

Disclaimer

Nothing in the Agreement shall exclude or limit the liability of Freethought for death or personal injury resulting from its negligence or fraudulent misrepresentation nor affect the statutory rights of consumers.

The Client acknowledges that the allocation of risk in this Agreement reflects the price paid for the Services, Hardware and Software and that it is not within the control of Freethought how or for what purposes they are used. If any exclusion or limit of liability in this Agreement is held to be invalid and Freethought becomes liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the Client for the Services.

If any part of this agreement is held to be invalid then the remainder of the agreement still applies and is considered valid.

Freethought shall have no liability to the Client for any 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.

No action, claim or demand arising out of or in connection with this Agreement may be brought by the Client against Freethought more than one year after the cause of action has occurred.

Freethought is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the Services, Hardware or Software caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the Client whether or not beyond those already supplied.

Neither Freethought nor anyone else who has been involved in the creation, production or supply of the Services, Hardware or Software shall be liable to the Client or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this Agreement or the Services, Hardware or Software for any: (i) economic loss of any kind whatsoever, or (ii) loss of profit, data, business contracts, revenues or anticipated savings, or (iii)

damage to the Client's reputation or goodwill, or (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever, and the Client shall indemnify Freethought from and against any claim which may be made against Freethought in respect thereof. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to the Client.

Questions

Questions relating to these terms and conditions or an enquiry regarding a possible violation of these terms and conditions should be directed to *admin@freethought-internet.co.uk* or sent to the registered office via post,

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Document Changes

- 1.0 First Release.
- 1.1 Corrected minor spelling and grammar mistakes in main text.