

The following Terms of Service apply to the hosting services supplied by Third Arc Limited. The General Terms and Conditions apply in addition to these Terms.

A list of definitions used in all Terms can be found here:
<http://www.thirdarc.com/terms/>

Hosting Service Use

Third Arc Limited reserves the right to refuse service and/or access to its servers and/or services to anyone.

All accounts are to be used by the primary owner only, and do not allow the holders to resell, store or give away web-hosting services of their website to other parties.

Third Arc Limited does not allow any of the following content to be stored on its servers:

- Adult material - includes all pornography, erotic images, or otherwise lewd or obscene content.
- Excessive download content or non-linked content.
- Content containing viruses, spyware or other malicious content.

Refusal of service based on content matching any of these criteria is entirely at the discretion of Third Arc Limited.

Third Arc Limited reserves the right to move your data to a different server without previous notice.

The Customer remains responsible for the use of all content uploaded, transmitted or downloaded using Third Arc Limited's services.

The Customer shall not access the Software, its Content or data in any way other than through the interface that is provided by Third Arc Limited for this purpose. It is the responsibility of the Customer to keep access to these means secure.

The hosting Services provided by Third Arc Limited are managed on behalf of the Customer and the cost of the Services will reflect this. To increase the security of the Service offered, Customer data can only be accessed through the user interfaces made available by Third Arc Limited. FTP access will not be configured on the web server. No additional access to the server, its files or databases will be granted to the Customer or any of its agents. If you require a self managed Service, please use an alternative hosting provider.

Service Availability

The Customer acknowledges that Third Arc Limited's systems, servers and equipment may from time to time be inoperative or only partly operational as a consequence of mechanical breakdown, maintenance, hardware or Software upgrades, telecommunication connectivity problems or other causes outside its control.

Third Arc Limited agrees to rectify faults or problems and to restore the system to full

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operational capacity as soon as reasonably practicable.

Third Arc Limited excludes liability for any loss of profit caused to the Customer as a result of the system not being fully operational.

Websites, web applications and other hosted Software will only be available during the period of subscription to the hosting Services provided by Third Arc Limited.

Support

Third Arc Limited will endeavour to provide a continuous high quality service. If you experience problems with your service, you should contact Third Arc support.

Third Arc Limited may require suspension of some services for short scheduled periods to carry out maintenance or repair to these services. Information concerning scheduled downtime is available from the Third Arc Customer Area.

Fair Use Policy

Resources are defined as bandwidth, processor utilisation, disk space or database space.

The Customer will be provided with hosting services up to the resource limits specified in the hosting package purchased. Any month where the usage exceeds these limits will be charged at Third Arc Limited standard rates. For example if the Customer has a 150MB database and 200MB is in use at any point during a month then a charge will be made for the extra 50MB in that month.

In rare cases, Third Arc Limited may find a Customer to be using server resources to such an extent that it may jeopardise service performance and resources for other customers. In such instances, at Third Arc Limited's discretion, Third Arc Limited reserves the right to suspend or restrict services immediately for the consideration of all customers. This action is only implemented in extreme circumstances and is intended to prevent the misuse of Third Arc Limited services. Failure to comply with such measures may result in the Customer's service being terminated.

Payment Policies

All accounts are set up on a prepay basis. Although Third Arc Limited reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Any changes to prices will be clearly communicated to customers prior to their application, with customers being given one month's notice of any changes. Notice will be served via email, to the customers email address held by Third Arc Limited. Payment is due every 365 days, from the date the account was established.

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If payment is not received by the due date Third Arc Limited reserves the right to suspend all services to the customer until payment has been received.

In situations where the card number on file is declined Third Arc Limited will immediately suspend the facility to purchase services until the outstanding charge is processed successfully. In addition, Third Arc Limited reserves the right to suspend other services until the outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to a £20 administration charge. The Customer is responsible for all money owed on the account from the time it was established to the time that the Customer sends a written cancellation request.

No bills or invoices will be sent by regular mail. All invoices will be sent directly to the Customer's email address held by Third Arc Limited.

Personal Details

Whilst the Customer's email is primarily used for billing purposes, Third Arc Limited reserves the right to email information to the Customer about enhancements to its systems and product offerings. The Customer can unsubscribe from marketing communications within its Third Arc Limited control panel.

Third Arc Limited will not provide any of the Customer's personal information to other companies or individuals without its permission. However, it may need to provide the Customer's details to third parties that Third Arc Limited may use for the purposes of delivering specific services to the Customer.

Contract Terms

All hosting and email accounts are subject to a 12 month minimum contract term.

Cancellations

After the minimum contract period, Customers may cancel any package by contacting Third Arc Limited on 01924 277828 (Monday to Friday, 9:00am to 5:00pm UK time). Customers must provide details of the account/package to close.

Customers will be required to complete a Closure Confirmation form, authorising the permanent removal of all website and email services on the account, from the Third Arc Limited system.

On receipt of a completed Closure Confirmation form, the account will be scheduled to close. Third Arc Limited will acknowledge the closure by sending an email to the email address registered on the account.

If Third Arc Limited does not receive the completed Closure Confirmation form within 14 days of sending, the cancellation request will be discarded and the account/package will remain open.

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Any incentives that were offered to Customers when opening their account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives, in the result of a cancellation.

Third Arc Limited, in its sole discretion, may terminate the Customer's password, account (or any part thereof) or its use of Third Arc Limited Services at any time with or without notice. It may immediately deactivate, archive or delete the Customer's account and all related information and files and/or bar any further access to such files or accounts.

Third Arc Limited may remove and archive or discard any Content within Third Arc Limited Services, including, without limitation, for lack of use or if it believes that the Customer has violated or acted inconsistently with the letter or spirit of the Terms of Service.

Third Arc Limited may in its sole discretion and at any time discontinue providing any of its Products and Services, or any part thereof, with or without notice. The Customer agrees that any termination of its access to these Services under any provision of these Terms of Service may be effected without prior notice.

Data Retrieval

It is the responsibility of the Customer to retrieve or request any data or files stored as a result of using any Third Arc Limited Services before the cancellation date specified in the Closure Confirmation. The Customer will have access to these Services until the cancellation date. After this date the Services will cease and any data will be permanently removed from the system.

Third Arc Limited highly recommends that Customers keep a backup copy of any data or files entered into a system hosted by Third Arc Limited.

If a Customer requests the files hosted by Third Arc Limited Services, Third Arc Limited will email the files to the Customer or make them available for download for a limited period. A standard administration charge of £20 will apply.

Where a database is used to store data, then this can be extracted in the form of a CSV (comma separated value) file. Third Arc Limited standard support rates will apply for this or any additional work carried out on behalf of the Customer. This shall be paid in advance by the Customer and all outstanding balances must be settled by the Customer before this data will be released.

Where postage is required, the Customer will be charged a reasonable fee to cover these costs.

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Where the Customer is using any Software supplied by Third Arc Limited on a subscription or 'pay per use' basis no data or files can be returned to the Customer, other than the data or files that they can extract themselves using the interface supplied to them for accessing the Software. This is due to the nature of the bespoke Software and databases used. For this reason Customers are again urged to maintain backups of all their data and files.

Refunds

Fees charged on a pre-pay basis (together with account set-up fees, where applicable), are non-refundable.

In the event that Third Arc Limited cancels the Customer's service, the customer will be entitled to a pro rata refund based upon the remaining period of service. If a Customer contravenes Third Arc Limited's Terms of Service a refund may not be issued in the event of a cancellation.

Disclaimers and Warranties

Third Arc Limited does not back up Customer data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Third Arc Limited cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Third Arc Limited and its employees.

Customers are strongly advised to keep backups of any data or files uploaded to Third Arc Limited Services.

Third Arc Limited makes no warranties or representations that any service will be uninterrupted or error-free. The Customer accepts all services provided hereunder "as is" without warranty of any kind.

All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to each of the services to be provided hereunder to the fullest extent permitted by law.

Third Arc Limited shall not be liable for any services or products to be supplied by any third party.

Third Arc Limited shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any breach of these Terms of Service by the Customer or any act, misrepresentation, error or omission made by the Customer or on the Customer's behalf.

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Third Arc Limited will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by the Customer or for any wasted management time or failure to make anticipated savings or liability incurred to any the Customer or any third party arising in any way in connection with these Terms of Service or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

No matter how many claims are made and whatever the basis of such claims, Third Arc Limited's maximum aggregate liability to the Customer under or in connection with these Terms of Service in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in these Terms of Service) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by the Customer for the services in relation to which the Customer's claim arises during the 12 month period prior to such claim.

None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of Third Arc Limited, its employees or its sub-contractors.

Third Arc Limited shall not be liable for any interruptions to the services or outages arising directly or indirectly from:-

1. interruptions to the flow of data to or from the internet;
2. changes, updates or repairs to the network or software which it uses as a platform to provide the services;
3. the effects of the failure or interruption of services provided by third parties;
4. factors outside of Third Arc Limited's reasonable control;
5. the Customer's actions or omissions (including, without limitation, breach of its obligations set out in these Terms of Service) or those of any third parties;
6. interruptions to the services requested by the Customer.

Third Arc Limited makes no warranty that:

1. Its Products or Services will meet your requirements or expectations;
2. That the Services will be uninterrupted, timely, secure, or error-free;
3. Any errors in the Software or Services will be corrected.