

1simple Limited – May 2008

1 Definitions

"1simple" means 1simple Limited whose registered office is: 3 Bellstone, Shrewsbury SY1 1HU, registered in England number 04671861.
"Customer(s)" means any individual or legal entity involved in a commercial relationship for goods or services supplied by 1simple.

2 Terms & Conditions

All customers are subject to our terms and conditions. These terms and conditions may change from time to time, and the latest published policy is always applicable from the earlier of; directly communicated to the user of the service or 7 days after posting to www.1simple.co.uk.

3 Hosting

1simple hosting accounts must not be used for the storage of content that is a) illegal, b) explicit or c) used for illegal or explicit purposes. Any content found to be in breach of this statement will be removed immediately.

1simple reserve the right to discontinue (without notice) service to any customer of any of our services if the customer is (in the sole opinion of 1simple);

- using the service to send unsolicited email,
- using the service for criminal purposes, or to plan or engage in criminal activities,
- using the service in a way likely to cause offence to others,
- using the service to download images whose storage and possession of, is likely to be a criminal offence,
- using the service in a manner likely to compromise the security of our service,
- using or attempting to host a web server, whilst using a connection to 1simple.

Services will also be suspended where a customer is in arrears with payments due on their account.

1simple also reserve the right to comply with all legal requests from government authorities in respect of requests for information relating to internet traffic of specific users.

1simple hosting services do not offer any guarantee of availability. 1simple will not accept any liability for losses incurred as a result of the non-availability of hosting services.

4 Security

While 1simple will take action to protect customers from various forms of violations, it is the responsibility of the customer to ensure that they have adequate virus protection and firewall protection.

It is the customers responsible to back up copies of any files hosted on 1simple servers.

The customer undertakes not to share or divulge their password to other persons (personal customers) or to individuals outside of their organisation (organisations, companies etc).

5 Web Design

1simple will, to the best of their ability, ensure that 1simple designed websites are factually correct and do not infringe copyright. On acceptance by the customer the design becomes the customers' responsibility if copyright is infringed. In most cases 1simple will be dealing with images and text supplied by the customer and in such cases 1simple will assume that such text and images are copyright free or that copyright rests with the customer.

6 MS solutions (Excel, Word, Access, PowerPoint)

Once a project has been accepted by the customer 1simple does not accept any responsibility for any error included in the application.

7 Web mail & Hosted Exchange

1simple do not accept responsibility for any costs incurred by the customer or damages for loss of business suffered by the customer for any interruption in service.

8 File Sharing & Data Archiving

1simple does not accept responsibility for loss of data or interruption in service on mirrored/archived files on the web and access to them.

9 Blog Design (Typepad etc)

1simple is not responsible for blog content which is solely the responsibility of the customer subject to the same conditions for Hosting as detailed above.

10 Photo Albums

1simple is not responsible for gallery content which is solely the responsibility of the customer subject to the conditions for Hosting as detailed above.

11 Guestbook Administration

1simple is not responsible for guestbook content which is solely the responsibility of the customer subject to the conditions for Hosting as detailed above.

12 Chatroom & Message Boards

1simple is not responsible for chatroom and message board content which is solely the responsibility of the customer subject to the conditions for Hosting as detailed above.

13 Search Engine Ranking (SER)

1simple will submit sites and endeavour to improve SER but does not give any guarantee as to the result of SER as this is entirely controlled by the search engine (Google, Yahoo etc.) and outside the control of 1simple.

14 Email Redirection

1simple cannot be held responsible for any cost to the customer associated with email content loss but will work with customers to restore data.

15 Third Parties

1simple customers undertake not to publish any defamatory statements on any public notice board or bulletin board hosted by 1simple, and customers of 1simple services shall indemnify, defend and hold harmless 1simple Ltd and all of its agents against all liabilities, costs, losses and expenses (including legal costs) arising out of or in any way connected with the posting of, or communicating of, defamatory statements by the customer or its agents.

16 Indemnity

Customers for services shall indemnify, defend and hold harmless 1simple Ltd and all of its agents against all liabilities, costs, losses and expenses (including legal costs) arising out of or in any way connected with a breach of the Hosting policy as described above.