

GENERAL TERMS AND CONDITIONS

Provision of ANY service is under the following terms and conditions only.

General Terms and Conditions

Sheffieldecommerce.net provide use of server space for email accounts and for hosting of web sites. Sheffieldecommerce.net reserve the right to suspend, restrict or terminate any customers account where the customer is in breach of this agreement or where we feel that a site may be offensive or contravene a law.

Use of Web Hosting Accounts

Accounts are to be used only by the purchaser / purchasing company. Account holders must not resell or give away web space or email accounts to other parties, other than the acceptance of advertisements. All web space and email accounts must remain in total control of the account holder. Each web hosting account may be used for only one website. Hosting of two or more websites on the one web hosting account is prohibited. Subdomains (where provided) may be used as an extension of the main website.

Subdomains may not be used to host additional websites.

Prohibited Use

Sheffieldecommerce.net prohibits the use of its servers for: Illegal material, such as commercial audio, video or music files or any other copyrighted works, for which the account holder does not have the express written permission of the coyright holder, or any other material in violation of UK/International and Federal Law(s)

- Adult material, such as pornography, erotic images or otherwise lewd or obscene content
- Sexist, homophobic, racist, defamatory, obscene, indecent or other unlawful material
- Warez, such as pirated software, ROMS, emulators, instructions or software for phreaking, hacking, password cracking or IP spoofing etc
- Sites engaging in or promoting pyramid sales, Multi Level Marketing or similar activities
- Engaging in illegal activities as defined under local and National Laws

Account holders will not post (nor allow to be posted) web pages containing such material or links to such material, nor shall they store such material in their server space, nor shall they transmit such material by email or any other means. Sheffieldecommerce.net reserve the right to determine whether any material or use is prohibited.

Sheffieldecommerce.net reserve the right to remove any such material without warning and suspend or terminate accounts without refund or notice. Spam (unsolicited email)

Sheffieldecommerce.net prohibits spam (the sending of unsolicited bulk email). Sheffieldecommerce.net will terminate any account, without refund, for which the account holder has sent unsolicited bulk emails.

Unauthorized use of other peoples accounts or computers

We will strongly react to any use or attempted use of an Internet account or computer without the owners authorization. Such attempts include "internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc.

Any unauthorized use of accounts or computers by a customer, whether or not the attacked account or computer belongs to us, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

Abuse of Unlimited Traffic and/or Unlimited Storage Services

Our customers are privileged to be offered unlimited traffic and/or unlimited storage for their web sites. The intention is to provide a large space to serve web documents, not an offsite storage area for electronic files. All (90%) of your web pages (html) must be linked with files (.GIF, .JPEG, etc.) stored on our server. Web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the discretion of our management. Any customer who violates our Policies in abusing either space/site transfer will be notified and given 2 days to remedy the problem. If the problem is not resolved within the allotted 2 day period, the client will be billed for the amount they go over their limit.

Payment for Web Hosting Accounts

All web hosting accounts are sold on a one year prepay basis. The full payment for a full years service is required at the time of placing your order. Payment can be made online by credit or debit card using the secure payment facilities, or the purchaser can print the order form and post it to us with payment. If the customer pays online, then the customer will receive an invoice / VAT receipt by email at the time of purchase. If payment is sent by post, then upon receipt of the order and payment, we will send an email invoice / VAT receipt to the customer. The renewal date for accounts will be one calendar year from the date of purchase or the date of previous renewal. Account renewal reminders will be sent by email about one calendar month in advance of renewal date. Payment must be received prior to renewal date. Failure to pay within these time limits will cause suspension of the account or additional facilities until payment is received. Payments made online can be made in UK Sterling, US Dollar, or Euro. Postal payments must be made in UK Sterling.

Upgrading Web Hosting Accounts

At any time, account holders may upgrade their web hosting accounts by purchasing additional facilities. Account holders can choose to have the upgrade take effect immediately or to have it take effect from the renewal date. If from the renewal date, then the renewal invoice will be adjusted to include the upgraded features. If immediate, then the account holder will be invoiced for the upgrades as for a new account, and payment will be due immediately. Upgrades made part way through the term of the hosting account will be charged at the full rate as if they were ordered as part of the original hosting account. An upgrade made part way through the term of a hosting account will be valid only until the renewal of the hosting account.

Data Transfer (Bandwidth) and System Resources

All web hosting accounts should remain within the agreed data transfer (bandwidth) allowance for the account. Sheffieldcommerce.net accept that there are times when sites may unexpectedly exceed data transfer allowance for short period of time. Sheffieldcommerce.net will not impose any penalty for such breaches of data transfer allowance providing that these breaches are small, are not frequent, and are not sustained. Sheffieldcommerce.net reserve the right to determine what constitutes small, sustained or frequent breaches of data transfer allowance. Many domains have to share the various resources (processors, memory, etc) available on the servers. Sheffieldcommerce.net believe that no single domain should use excessive amounts of resources, as this may jeopardise server performance for the other domains we host. In the event that an account is deemed to be using excessive data transfer (bandwidth) or resources, Sheffieldcommerce.net may suggest action to reduce bandwidth or resource use, or suggest moving the website to its own dedicated server. Account holders may also be subject to additional costs due to excessive data transfer or resource use. These costs will be agreed between Sheffieldcommerce.net and the account holder.

Cancellation, Termination and Refunds of Web Hosting Accounts

All web hosting accounts are for a period of one calendar year from the date of ordering or renewal. Fees are charged on an annual pre-pay basis and are non-refundable. Account holders may terminate their accounts simply by not using them or by not renewing them. Failure to use or renew an account is deemed to be a termination of customers choice. No refund will be given where customers terminate or cease to use their account prior to the end of the term of the hosting account. In the event that Sheffieldcommerce.net finds an account is in breach of the prohibited uses, then that account may be terminated without notice. No refund for the remainder of the year will be given. In the event that an account exceeds data transfer or resource allowances and an agreement cannot be reached between Sheffieldcommerce.net and the account holder, then Sheffieldcommerce.net may terminate the account. In this case, Sheffieldcommerce.net may provide a refund for the remaining unused part of the year, subject to an administration fee of £10.00 + VAT.

Sheffieldcommerce.net will not be responsible for any loss or damage your business may suffer. Sheffieldcommerce.net make no warranties, expressed or implied, for any services we offer. Customers shall indemnify and hold harmless Sheffieldcommerce.net from any and all demands, liabilities, losses, costs, and claims, including all legal fees, asserted against Sheffieldcommerce.net and its agents, customers, officers and employees, that may arise from any service provided or performed or agreed to be performed, or for any product sold by Sheffieldcommerce.net, its agents, customers, officers or employees. Sheffieldcommerce.net will not be responsible for any loss or damage caused by infringement of copyright or proprietary rights, supply of defective goods or services, any loss or damage (personal or business), caused by customers of Sheffieldcommerce.net.

SECTION 1 - Sheffieldcommerce.net WEB HOSTING AGREEMENT

This Web Hosting Agreement (this "Agreement") sets forth the terms and conditions of your use of Sheffieldcommerce.net, ("Sheffieldcommerce.net") for web hosting services. You certify that you are at least 18 years of age. To become a Sheffieldcommerce.net account holder, you must read and agree to be bound by all terms and conditions of this Agreement and any policies that are or may be published by Sheffieldcommerce.net. Sheffieldcommerce.net reserves the right to deny service to anyone. Sheffieldcommerce.net may modify the terms and conditions of this Agreement or the prices of its services, as well as discontinue or change the services offered. You will be bound by the modified Agreement, prices and/or policies if you continue to use the services. Customers that have paid in advance for services will not be affected by any price changes until their term is up.

1. Scope of Services and Your Obligations

1.1. This Agreement defines the terms and conditions of Sheffieldcommerce.net services as offered by Sheffieldcommerce.net and used by you, including the provision of web hosting services on Sheffieldcommerce.net dedicated servers and connectivity to the Internet (the "Services"). Sheffieldcommerce.net will provide the Services for the amount of server storage space selected in exchange for payment of fees and full compliance with the terms and conditions of this Agreement. In performing the Services, Sheffieldcommerce.net maintains control and ownership of any and all Internet protocol ("IP") numbers and addresses that may be assigned to you and reserves the right to change or remove any and all IP numbers and addresses at its sole discretion.

1.2. Unless you have purchased a WEB DESIGN Package, You are responsible for producing, electronically uploading and maintaining HTML files, execution scripts, applets and applications (the "Upload Materials") to your website, and you hereby warrant that all Upload Materials shall be owned or properly licensed by you and shall not adversely impact the Services or violate any rights of any third parties. You are responsible for ensuring that all Upload Materials will function properly and as intended. You are responsible for all activity originating from your website, unless proven to be a victim of outside hacking or address forgery. You assume responsibility for all material on your website that may be put on by a third party (such as the usage of Free For All links pages). Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols, and software, which can vary depending on your anticipated use and desired content of your website, and includes, but is not limited to, the following: web publishing requires knowledge of HTML, properly locating and linking documents, FTPing web contents, graphics, text, sound, image mapping, etc.; FrontPage web publishing requires knowledge of the FrontPage tools as well as Telnet and FTP understanding and capability; CGI-scripts requires knowledge of the UNIX environment, tar & gunzip commands, Perl, CShell scripts, .htaccess, .htpasswd, permissions, etc.; and mail requires knowledge of use of mail clients to receive and send mail, etc. You acknowledge that you have the necessary knowledge to create, modify and maintain your website. Sheffieldcommerce.net assumes no responsibility to provide you with such knowledge. Sheffieldcommerce.net is unable to review or analyze your code/files/data. If you wish Sheffieldcommerce.net to analyze any of your code/files/data then Sheffieldcommerce.net may charge you at the current development/consulting rate.

1.3. In connection with the Services, Sheffieldcommerce.net may provide for your use certain tools and software, including, but not limited to, certain specialty scripting software and/or certain programming language software for designing websites (collectively, the "Tools"). These Tools are copyrighted and proprietary property owned by Sheffieldcommerce.net. To the extent that such Tools are provided to you, you are granted a nonexclusive, nontransferable license to use the Tools in object-code form only for your internal use, solely in connection with the Services provided under this Agreement.

1.4. During the period that Sheffieldcommerce.net provides the Services to you, you hereby grant to Sheffieldcommerce.net a nonexclusive, royalty-free, worldwide right and license to digitally display and host your website and its content, and to use its trademarks, service marks, trade names, logos and other commercial or product/service designations in connection with the website and such Services.

1.5. For server restoration purposes only, You are responsible to maintain local copies of your website, in addition Sheffieldcommerce.net does not make backups of email data.

1.6. Sheffieldcommerce.net reserves the right to monitor its systems electronically and to access and disclose any information as permitted or required by any law, regulation or other governmental request to operate its systems properly, to protect itself or its accountholders or for any other reason it in good faith deems necessary. Sheffieldcommerce.net will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserves the right to report to law enforcement any suspected illegal activity it becomes aware of. It is not Sheffieldcommerce.net's intention that its Services or facilities be used in contravention of the Communications Decency Act of 1996 (the "CDA") or any other applicable law.

1.7. You agree to comply with the requirements of the CDA and the Digital Millennium Copyright Act (the "DMCA") and acknowledge that Sheffieldcommerce.net is a "service provider" under the DMCA and is therefore immune from liability under the DMCA; Consistent with the DMCA, Sheffieldcommerce.net will accommodate standard technical measures used to identify and protect copyrighted works, and, as further described herein, Sheffieldcommerce.net has a policy of terminating accountholders who are repeat copyright infringers.

1.8. Websites are unmodified forums containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. Neither the content of websites located on Sheffieldcommerce.net's servers nor the links to other websites are screened, approved, reviewed or endorsed by Sheffieldcommerce.net. Sheffieldcommerce.net is not a publisher of any of the content of websites, or of any content that may be available through the links to and from them, and is acting solely as an Internet web-hosting service provider. The text and other material on such websites are the opinion of the specific author and are not Sheffieldcommerce.net statements of advice, opinion or information.

1.9 Sheffieldcommerce.net provides Traffic Reports and log files on some packages. Sheffieldcommerce.net does not guarantee the availability of these services. Sheffieldcommerce.net may at times remove server log files on the server without notice to free space on the server. Sheffieldcommerce.net does not guarantee log file availability. Sheffieldcommerce.net does not guarantee Traffic Report Data.

1.10 Sheffieldcommerce.net does not provide development support or internal database support with any of its packages. If Sheffieldcommerce.net is asked by customer to review code or review database/table/field structure by customer, then customer will be required to pay the current labour rate for such service. If required please contact us for a quote

1.11 Sheffieldcommerce.net charges over bandwidth and over disk quota charges for accounts that go over their allocated package amount. Over bandwidth charges are billed at the 1st of every month at the rate of £10 per GigaByte rounded up to the nearest GigaByte (1gb).

1.12 Support levels for Sales and Technical Support. Sheffieldcommerce.net provides a FREE PHONE support number for sales use only. Unfortunately our discounted services do not allow for provision of a free phone service for support. All services are provided on an as-is basis without warranty. We offer email support for sales purposes only to help facilitate the set up you need.

1.13 E-commerce Facilities and their provision. Our e-commerce service is FULLY INSTALLED for our customers and working.

However, you will be responsible for the administration and uploading of your items, unless you have paid for an additional service which allows Sheffieldcommerce.net to do this on your behalf. Sheffieldcommerce.net will automatically enable the provision of the ability to accept credit cards and debit cards, to negate the need or expense of a merchant account, which we do not provide. Sheffieldcommerce.net will not be involved in any transactional disputes which may arise as a result of people using any e-commerce facility and acceptance of these terms and conditions is in recognition of this.

1.14 Site Statistics. All site statistic services are provided on an as is service with no guarantee. There are various factors for statistics to be inaccurate from people accessing sites from firewalls or by proxy to IP address conflicts.

1.15 Email Addresses and other log on issues. It is common knowledge that some email services such as hotmail and AOL prevent their users from accessing sites and signs ups from these accounts may not work. It is advised this is advertised on a users site as we are not responsible for the ability or provision of services outside of our control.

1.16 All Software is provided on an "as-is" basis and we accept no liability for failures on behalf of others. In addition we do not support third party software and would advise you seek support from the owners.

SECTION 2 LIMITED WARRANTY, LIABILITY AND INDEMNIFICATION

2. Limited Warranty; Limitation of Liability; Indemnification

2.1. Limited Warranty. You acknowledge that the Services are provided "as is." Neither Sheffieldcommerce.net, nor any of its employees or agents, warrants that the Services will be uninterrupted, error free or free from viruses or other harmful components. Sheffieldcommerce.net is not responsible for and hereby disclaims any warranties, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or completeness, noninfringement, merchantability or fitness for a particular purpose of information available on its SERVERS or residing on or passing through its interconnecting networks. Use of information obtained from or through the Services is at your risk. Under no circumstances will Sheffieldcommerce.net be liable to you or any other person for any loss or damage caused by your reliance on information available on its servers or obtained through the Services.

2.2. Limitation of Liability. IN NO EVENT SHALL Sheffieldcommerce.net BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF WEBSITE CONTENTS, EMAIL DATA AND OR DATABASE CONTENTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE Sheffieldcommerce.net SERVICES (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF Sheffieldcommerce.netSERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF Sheffieldcommerce.net HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Sheffieldcommerce.net MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO Sheffieldcommerce.net FOR THE SERVICES DURING THE PRIOR TWELVE (12) MONTHS. TO THE EXTENT APPLICABLE STATE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, Sheffieldcommerce.net LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

2.3. Indemnification. You agree to indemnify, defend and hold Sheffieldcommerce.net and its affiliates, directors, officers, employees and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys fees, resulting from any third-party claim, action, dispute or demand related to your use of the Services, your violation of any of the provisions of this Agreement or from your placement or transmission of any materials or content onto Sheffieldcommerce.net servers. Such liabilities may include, but are not limited to, those arising from the following: (a) with respect to your business, (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the acceptable uses described herein or anti-spam policy; (b) any damage or destruction to Sheffieldcommerce.net equipment or to any other accountholder, which damage is caused by or otherwise results from acts or omissions by you, your representative(s) or your designees; (c) any personal injury or property damage arising out of your activities related to the Services, unless such injury or property damage is caused solely by Sheffieldcommerce.net gross negligence or willful misconduct; and (d) any other damage arising from your equipment or your business.

SECTION 3 - PAYMENT OF FEES

3. Payment of Fees

- 3.1. Sheffieldcommerce.net will publish a notice of fee increases 30 days before such increases take effect via e-mail. A listing of annual fees is found on our website.
- 3.2. You agree to provide Sheffieldcommerce.net with accurate and complete billing information, including your legal name, address, telephone number, e-mail address and applicable payment date and to update this information immediately if any change occurs. Payments must be submitted in advance of receiving the Services.
- 3.3. You acknowledge that Sheffieldcommerce.net will bill your credit card prior if you are paying annually. You authorize automatic billing by Sheffieldcommerce.net on an on-going basis during the term of this Agreement.
- 3.4. Sheffieldcommerce.net will charge a £25 service charge per credit card chargeback transaction and a £25 service charge per returned cheque
- 3.5. Delinquent accounts are those that remain unpaid at the beginning of the next Payment Interval. The Services will be suspended if your account is delinquent. Notwithstanding any other rights Sheffieldcommerce.net may have in this Agreement, all of your website contents will be destroyed if your account is delinquent for 60 days. Sheffieldcommerce.net accounts continue to accrue charges while they are delinquent or if the Services are suspended.
- 3.6. You acknowledge responsibility for your account until payment in full is made.

SECTION 4 - ACCEPTABLE USES

4. Acceptable Uses

4.1. Use and Misuse of the Services. All complaints of abuse, violation and misuse of the Services, whether described in this Section 4 or otherwise, shall be investigated promptly. If you are not sure if your actions will be an abuse, violation or misuse, you have an obligation to ask us first.

You are responsible for all use of your website, with or without your knowledge or consent.

You agree to use the Services only for lawful purposes, in compliance with all applicable laws. Illegality includes, but is not limited to, drug dealing; attempting without authorization to access a computer system; pirating (distributing copyrighted material in violation of copyright law, specifically MP3s, MPEGs, ROMs, and ROM emulators); gambling; schemes to defraud; trafficking in obscene material; sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person; threatening bodily harm or damage to individuals or groups; violating U.S. export restrictions; stalking; or violating other state or federal law, such as the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, or the Economic Espionage Act. Linking to illegal material is also prohibited.

When Sheffieldcommerce.net becomes aware of possible violations of this Agreement, Sheffieldcommerce.net may initiate an investigation that may include gathering information from you and the complaining party, if any, and examination of material on Sheffieldcommerce.net servers.

All accounts must refrain from averaging more than 10% of system resources.

Sheffieldcommerce.net, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Agreement could subject you to criminal or civil liability.

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO WAIVE AND HOLD Sheffieldcommerce.net HARMLESS FROM ANY CLAIMS RELATING TO ANY ACTION TAKEN BY Sheffieldcommerce.net AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES WHATSOEVER FROM Sheffieldcommerce.net AS A RESULT OF Sheffieldcommerce.net DECISION TO REMOVE MATERIAL FROM ITS SERVERS, WARN YOU, SUSPEND OR TERMINATE YOUR ACCOUNT, OR TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF Sheffieldcommerce.net CONCLUSION THAT A VIOLATION HAS OCCURRED. THIS WAIVER APPLIES TO ALL VIOLATIONS DESCRIBED IN THIS AGREEMENT.

4.2. Use and Misuse of Materials. Materials in the public domain (e.g., images, text, and programs) may be downloaded or uploaded using the Services. You may also re-distribute materials in the public domain. You assume all risks regarding the determination of whether the material is in the public domain.

You are prohibited from storing, distributing or transmitting any unlawful material through the Services. Examples of unlawful material include, but are not limited to, threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. Pornography and sex-related merchandising, or links to such material, even if legal, are not acceptable uses of Sheffieldcommerce.net servers. You may not post, upload or otherwise distribute copyrighted material on Sheffieldcommerce.net servers without the consent of the copyright holder.

Unacceptable uses of website content also include the presence of the following programs or the activities associated with them, regardless of whether or not any actual intrusion results in the corruption or loss of data: server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network; attempts to circumvent any user authentication or security of host, network, or account; accessing data

not intended for user; probing the security of any network; spawning dozens of processes; port scans, ping floods, packet spoofing, and forging router information; denial of service attacks, sniffers, flooding, spoofing, ping bombing, smurfs, winnuke, land and teardrop; promulgation of viruses; and IRC bots, such as eggdrop or BitchX.

Sheffieldcommerce.net supports free speech on the Internet and will not suspend or cancel your account simply because it disagrees with your views expressed at your website. However, examples of unacceptable activities include posting private information about a person without his or her consent, defaming a person or business, and knowingly making available code that will have a deleterious effect on third-party computers. Where there are allegations that your on-line activity has violated the legal rights of a third party, Sheffieldcommerce.net will not substitute itself for a court of law in deciding tort claims raised by the third party.

4.3. Email Use. Unacceptable affronts to netiquette and unacceptable activities include, but are not limited to, the following: spamming (sending unsolicited advertising to those with which you have no existing business relationship and posting off-topic advertising in newsgroups); spoofing (using a return email address that is not the valid reply address of the sender or sending an email message that does not contain enough information to enable the recipient to identify you); passive spamming (promoting a website hosted by Sheffieldcommerce.net by spamming from some other source); trolling (posting controversial messages in newsgroups to generate responses); mailbombing (inundating a user with email without any serious intent to correspond or sending large or multiple files to a user); generating a higher volume of outgoing mail than a normal user (over 10% of available system resources); propagating chain letters; and subscribing someone else to an electronic mailing list without that persons permission. A message is considered unsolicited if it is posted in violation of a newsgroup charter or sent to a recipient who has not requested the message. Making an email address available to the public does not constitute a request to receive messages. Distribution of mass emailing programs is also prohibited. All recipients on a mailing list must have personally subscribed. Mailing lists may not be used to distribute unsolicited email. If you are repeatedly mailbombed or attract such behavior, the Services will be terminated.

You should not send email to any user who does not wish to receive it, either at Sheffieldcommerce.net or elsewhere. Sheffieldcommerce.net recognizes that email is an informal medium; however, you must refrain from sending further email to a user after receiving a request to stop.

You may not alter the headers of email messages to disguise their identity or to prevent users from responding to the messages. Sheffieldcommerce.net may disclose the usernames of accounts responsible for forged email messages to system administrators or users requesting the information.

You may not use Sheffieldcommerce.net e-mail servers/systems for e-mail membership services such as allowing anyone to signup for an e-mail account with your domain name that wishes. Your e-mail server/services are intended to be used for you, departments and employees within your organization/company. If you need e-mail membership services Sheffieldcommerce.net can recommend a few companies that offer this service.

Violations of the Sheffieldcommerce.net policies outlined herein can sometimes result in massive numbers of email responses. If you receive so much email that Sheffieldcommerce.net resources are affected, Sheffieldcommerce.net staff may shut down your mailbox.

You may not use Sheffieldcommerce.net mail services, servers or components to send out mail from other sites or services that are not hosted with Sheffieldcommerce.net. You may not use Sheffieldcommerce.net mail services, servers or components to send out mail advertisements for other sites not pertaining to the website you are hosting with Sheffieldcommerce.net.

You may not use Sheffieldcommerce.net mail servers for bulk e-mailing unless arrangements have been made prior to each mail submission. Sheffieldcommerce.net staff may shut down your mailbox /site without warning if this occurs.

You may not use Sheffieldcommerce.net shared mail servers as an email storage facility. By storing your email on Sheffieldcommerce.net servers you do so at your own risk. Sheffieldcommerce.net suggests you download all mail content off of Sheffieldcommerce.net shared mail servers at the time of retrieval. As per section 1.5 Sheffieldcommerce.net does not backup mail data and is not responsible for loss of mail data under any circumstances.

List Server Lists are permitted on certain packages. Large lists of more than 1500 members are not permitted without first consulting Sheffieldcommerce.net for approval. Use of this service is AS IS. Sheffieldcommerce.net does not provide support on the List Server service. Sheffieldcommerce.net will provide you with the URL of the List Server provider to review help and knowledge base articles to guide you with this service.

4.4. System Security. You are prohibited from utilizing the Services to compromise the security of system resources or accounts on servers at Sheffieldcommerce.net or at any other site. Use or distribution of tools designed for compromising security or containing viruses or trojans are prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

If you are involved in violations of system security, Sheffieldcommerce.net reserves the right to release all usernames of users involved in such violations to system administrators at other sites in order to assist them in resolving security incidents. Sheffieldcommerce.net will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

4.5. System Resources. System abuse includes any use of Sheffieldcommerce.net resources that disrupts the normal use of its servers or services for others. Examples of system abuse include running excessive numbers of processes or consuming excessive amounts of CPU time, memory or disk space.

4.6 MySQL / MSSQL / Database Server. MySQL / MSSQL Server Databases are provided on some packages on an As IS basis. All database management and data management must be done by customer through an interface provided by customer or through the web interface provided by Sheffieldcommerce.net. Any additional services that are not available through customers interface or the Sheffieldcommerce.net web interface may be done by Sheffieldcommerce.net at the current hourly rate for these additional services. Any work, not limited to programming and repair, that is required of Sheffieldcommerce.net on customer database(s), other than database creation, is subject to the current hourly rate for these services. You are prohibited from using Sheffieldcommerce.net's SQL / Data servers from remote servers. Using Sheffieldcommerce.net's sql servers from remote servers is a violation of Sheffieldcommerce.net's terms and conditions. One example of the violation is you have a website hosted at another location and you are using Sheffieldcommerce.net's sql servers for storing the data. Connections outside our Network is not permitted unless it is a program used to create and maintain your database like Enterprise Manger or comparable application.

SECTION 5 - TERMINATION

5. Sheffieldcommerce.nets Right to Terminate Agreement

(a) Sheffieldcommerce.net reserves the right to suspend or terminate the Services to you and remove or prevent access to any material from your website at any time, without prior notice or liability, for any conduct that Sheffieldcommerce.net, in its sole discretion, believes violates this Agreement or is otherwise harmful to Sheffieldcommerce.net interests or the interests of other accountholders. (b) Sheffieldcommerce.net also reserves the right to comply with the take-down provisions of the DMCA and to seek injunctive, declaratory, interpleader or other judicial or equitable relief (and, pending such action, to suspend all access to your website) if any third-party claim is made that your website content or use violates any of the acceptable uses or your obligations or representations described in this Agreement.

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SECTION 6 - CANCELLATION OF ACCOUNTS

6. Cancellation of Accounts

6.1. You may cancel your Sheffieldcommerce.net account in writing, after 12 months. There is a minimum 12 month term for all packages which are discounted. **No refunds are given on any accounts.** The annual total for a package will be payable in full for a package if it hasnt been already.

6.2. All Sheffieldcommerce.net accounts must be paid in full before the cancellation will be considered complete.

6.3 When cancelling an account, cancellations take effect immediately and do not continue for the amount of your 12 month term left on your account. Sheffieldcommerce.net does not give refunds (in full or part) on the remaining term left on an account that was cancelled after the charges have been billed. Sheffieldcommerce.net will send out an invoice via e-mail 5 days prior to billing. Customer must inform Sheffieldcommerce.net of cancellation prior to the new billing date. Any charges that incurred after the billing date and cancellation are non-refundable. It is customers responsibility to make sure that Sheffieldcommerce.net has accurate e-mail address / billing information on file for the invoices to reach you.

6.4. If your account is suspended or terminated for any reason permitted by this Agreement, Sheffieldcommerce.net may, at its sole discretion, permanently delete your website contents from Sheffieldcommerce.net servers, and Sheffieldcommerce.net will not be able to reopen or restore such content. If your account has been cancelled or suspended due to a violation of our Terms and Conditions and Acceptable use policy no refunds will be given on any pre-paid term.

SECTION 7 - ARBITRATION AND GOVERNING LAW

7. Arbitration; Governing Law

7.1. Except for Sheffieldcommerce.net compliance with take-down provisions of the DMCA or injunctive or other equitable actions initiated by Sheffieldcommerce.net pursuant to Section 5(b), if any controversy or dispute arises in connection with this Agreement, the Services or your use of Sheffieldcommerce.net servers, such controversy or dispute shall first be presented for resolution by Sheffieldcommerce.net and you. If no resolution is reached within 7 days thereafter, then such controversy or dispute shall be resolved by binding arbitration local to ourselves. The validity, terms, performance and enforcement of this Agreement shall be governed and construed by its provisions and in accordance with the laws of the UK (without regard to conflicts of laws principles).

7.2 You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in the UK, for any action, suit or proceeding arising out of or relating to Section 5(b) of this Agreement and the arbitration contemplated by this Section 7.

SECTION 8 - MISCELLANEOUS

8. Miscellaneous

You may not assign your rights and obligations under this Agreement without the prior written consent of Sheffieldcommerce.net, which may be withheld at Sheffieldcommerce.net's discretion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

The failure of Sheffieldcommerce.net to require your performance of any provision hereof shall not affect the right to require such performance thereafter; nor shall the waiver by Sheffieldcommerce.net of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any action for any claim arising under, or in connection with, this Agreement must be commenced by you within one year after the alleged cause of action has accrued or after the date of termination of this Agreement, whichever is earlier. In the event that any provision of this Agreement is deemed unenforceable or invalid, such unenforceability or invalidity shall not affect the remainder of this Agreement. Such provision may be amended or replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the parties as reflected in the original provision.

No provision of this Agreement may be amended or modified by you except by means of a written document signed or expressly assented to by Sheffieldcommerce.net.

All terms and conditions of this Agreement that should by their nature survive termination of this Agreement shall so survive. This Agreement and the Online Order form, together with all amendments or modifications to any of them, constitute the complete and exclusive agreement between you and Sheffieldcommerce.net and supersede and govern all prior proposals, agreements, or other communications.

