

IRUN Service Agreement

DEFINITIONS

In this Agreement, the following expressions shall have the following meanings:-

“The Company” will be known as IRUN Ltd.

“The Customer” will be known as the subscriber/purchaser of services.

“AUP” Acceptable Usage Policy.

"Confidential Information" Information which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary.

"Fees" The fees (including any VAT) due for the provision of the services.

"Inappropriate Material" Material that under the laws of any jurisdiction where the material can be accessed is any of the following:- unlawful, threatening, abusive, harmful, obscene, illegal pornographic, malicious, profane, libellous, defamatory, infringes any Intellectual Property Rights, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.

"Intellectual Property Rights" Copyrights, patents, registered and unregistered design rights, database rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

"Material" Text, graphics, images, sound, video or any combination thereof.

"Netiquette" Generally accepted standards of conduct relating to use of the Internet including, without limitation, not sending unsolicited mass e-mail, not impersonating another person, and not misrepresenting oneself to have authorisation from another person when one does not.

"Relevant Legislation" Laws relating to data protection and any laws governing Inappropriate Material.

"Server" The computer server equipment (physical server) operated by “The Company” in connection with the provision of the Services.

“Service Level Agreement” The standard of support provided to a piece of equipment or system.

"Services" The services are those ordered by the customer for “The Company” to supply.

“Uptime” The period of time that internet connectivity will be available for.

“Virtual Dedicated Server” or “VDS” The virtualised partition or virtual server operating alongside several others within a single physical server.

"Website" A website on the World Wide Web.

“Written Notice” Written notice may consist of a recognised email, letter or fax that has been accepted and received by the respondent.

Service Availability

1. IRUN is committed to providing the highest quality service to all customers. To support this commitment, IRUN gives the following service level guarantees and observes the following schedule of penalties for any failure to meet those guarantees.
2. IRUN guarantees 99.9% Network Service Availability, measured on a calendar-month basis. Network Service Availability is defined as the ability of a user from anywhere in the world to ping the server you are using and to receive an average response of less than or equal to 500ms over a one hour period. Please email support@irunltd.co.uk to obtain the IP address of your server if you are unsure.

Standard Technical Support

IRUN provides normal working hours telephone and email support, from 9:00AM to 5:00PM Monday to Friday (excluding national holidays) from its UK based support centre.

Out of Hours Technical Support

IRUN best endeavour out of hours emergency support via a rerouted call handing service.

Replication and Back-Up Service

1. Unless a contract has been reached separately between the customer and IRUN, by default, IRUN does not Replicate and Back Up customer Servers.
2. While IRUN cannot warrant full availability or validity of the restored data following scheduled Replication and Back Up restoration, IRUN offers the following:

Back Up Category	IRUN Support Response – Normal Working UK Hours (9:00am to 5.00pm Monday to Friday excluding public holidays)	IRUN Support Response – Outside Working UK Hours (5:00pm to 9:00am including Public Holidays)
IRUN Data Centre Responsibility Loss of systems caused by the direct actions of IRUN’s staff or failure of equipment within the Data Centre facilities.	IRUN confirms receipt of problem description within 30mins during normal working hours. IRUN will provide all reasonable endeavours for work-around or fix within 6 hours.	Unless otherwise a tailored customer contract has been reached separately between the customer and IRUN, IRUN will respond to issues at its earliest opportunity.
Non-IRUN Data Centre Responsibility Loss of data or systems not caused by IRUN’s staff or failure of equipment within the Data Centre facilities.	IRUN confirms receipt of problem description within 8 hours during normal working hours. IRUN shall provide all reasonable endeavours to the customer with work-around or fix within 2 business days.	Unless otherwise a tailored customer contract has been reached separately between the customer and IRUN, IRUN will respond to issues at its earliest opportunity.

Hosting Infrastructure Unavailability

1. IRUN monitors the infrastructure as a whole but does not monitor individual VDSs, Dedicated Servers, websites or mailboxes. Server unavailability caused by Denial of Service (DoS) attacks, mail bombing, and other DoS techniques is not included in uptime/downtime calculations.
2. Server downtime is not recorded and no credit is issued during scheduled or emergency system maintenance. Outages caused by the actions beyond IRUN control including, but not limited to DoS attacks or other forms of intrusion are excluded from the uptime/downtime calculations.

Network Availability

Service unavailability resulting from network unavailability will be included in the Network Service Availability calculation. Network unavailability is defined as the IRUN network’s inability to pass incoming and outgoing TCP/IP traffic, including but not limited to the internet backbone problems. Problems excluded include: problems on the customer’s portion of the network, interruptions of service caused by DoS or similar attacks or other forms of intrusion.

Scheduled Maintenance:

1. To guarantee optimal performance of the hosting infrastructure, it is necessary for IRUN to perform routine maintenance on the servers and network devices. Such maintenance often

requires taking a number of IRUN servers off-line, typically performed during off-peak hours.

2. IRUN will give you advance notice of maintenance requiring servers to be taken off-line whenever possible. IRUN reserves one hour of Service unavailability per month for maintenance purposes. Such unavailability is not included in the Network Service Availability calculation.

Cancellations & Refunds:

1. IRUN reserves the right to suspend OR terminate services on receipt of Abuse complaints, with no notice.
2. A 30 day money back guarantee is available on managed shared hosting, reseller hosting, and VDS hosting, where you are not satisfied with the service provided. Domain registration Fees or Dedicated Server packages or SSL certificates or any add-on products or software licences do not come under the purview of this guarantee. IRUN reserves the right to decide whether or not to issue pro-rated refunds for requests made after 30 days.
3. Only first-time accounts are eligible for a refund. For instance, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

Refund for Non-compliance Hosting Infrastructure availability:

1. For each full hour of Service availability falling below the guaranteed up-time guarantee, upon your notification (described below), IRUN will provide you with a refund in the amount of 5% of that month's paid regular service charges. No element of software licenses shall be refunded.
2. To receive a refund you must send a request by email with your name, including all dates and times of server unavailability, to support@irunltd.co.uk, in the month immediately following the month for which the refund is requested.
3. IRUN will then compare the information provided by you to the server availability monitoring data IRUN maintains and notify you of the issuance of any refund. A refund is issued if the unavailability warranting the refund is confirmed by IRUN server monitoring data.
4. The total refund to you for any account may not exceed 100% of the monthly fees paid for that account during the month for which the refund is to be issued.

Change to Services

1. IRUN reserves the right to change the resource allocation for its services to ensure optimum performance and quality of service.
2. IRUN reserves the right to change its published prices. IRUN shall provide Customers with 90day's notice of any price change.
3. IRUN reserves the right to change or revise its policies at any time within a reasonable depending on the nature of the policy update. This is to improve the quality of service and to comply with relevant legislation, security threats and environmental policies.

Service Level Framework

Problem Severity	IRUN Support Response – Normal Working UK Hours (9:00am to 5.00pm Monday to Friday excluding public holidays)	IRUN Support Response – Outside Working UK Hours (5:00pm to 9:00am including Public Holidays)
<p>Severity 1</p> <p>Services being seriously impacted.</p> <p>There is no reasonable work-around and replacement available (e.g. the system is not accessible at all).</p>	<p>IRUN confirms receipt of problem description within 4 hours during normal working hours.</p> <p>IRUN will provide all reasonable endeavours for work-around or fix within 24 hours, if the problem is replicable.</p>	<p>Unless otherwise a tailored customer contract has been reached separately between the customer and IRUN, IRUN will respond to issues at its earliest opportunity.</p>
<p>Severity 2</p> <p>Services are moderately impacted.</p> <p>There is no reasonable work-around and replacement available (e.g. instability related issues).</p>	<p>IRUN confirms receipt of problem description within 8 hours during normal working hours.</p> <p>IRUN shall provide all reasonable endeavours to the customer with work-around or fix within 5 business days.</p>	<p>Unless otherwise a tailored customer contract has been reached separately between the customer and IRUN, IRUN will respond to issues at its earliest opportunity.</p>
<p>Severity 3</p> <p>Services are impacted.</p> <p>There is no reasonable work-around and replacement available (e.g. performance related issues).</p>	<p>IRUN confirms receipt of problem description within 8 hours during normal working hours.</p> <p>IRUN shall provide all reasonable endeavours to the customer with work-around or fix within 10 business days.</p>	<p>IRUN confirms receipt of problem description within 8 hours during normal working hours.</p> <p>IRUN shall provide all reasonable endeavours to the customer with work-around or fix</p>

IRUN Service Agreement



For and on behalf of Customer

Name: _____

Signature: _____

Title: _____

Date: _____

For and on behalf of IRUN

Name: _____

Signature: _____

Title: _____

Date: _____

These terms and conditions shall apply to the individual or company ("The Customer") applying for the provision of services by "The Company". By purchasing/subscribing to services provided by "The Company", "The Customer" also agrees to the terms set out in the "Service Level Agreement" (SLA).

CONTENTS

- **Section A**- General - this applies to all services ordered from IRUN Ltd
- **Section B** - Domain Name Registration and Transfer
- **Section C** - Colocation
- **Section D** - Datacentre Internet Access
- **Section E** - Dedicated Servers
- **Section F** - Virtual Dedicated Servers
- **Section G** - Bandwidth Provision
- **Section H** - Acceptable Usage Policy - this applies to all services ordered from IRUN Ltd

SECTION A – GENERAL

1. PAYMENT AND SERVICES

- 1.1. In consideration for the payment of the Fees "The Company" agrees to provide the Services.
- 1.2. Unless otherwise agreed in writing by "The Company", "The Customer" agrees to make payment for the Services as follows:-
 - 1.2.1. by credit card, PayPal, or other supported online e-payment method, cheque or BACS or standing order for payments which are to be monthly, quarterly, bi-annually or annually as indicated by "The Company".
- 1.3. Payment for all Services must be made in advance of the date of supply or renewal of supply of the Service.
- 1.4. If "The Customer" fails to pay any amount which is due and payable under this Agreement, "The Company" shall be entitled to charge interest on a daily basis on the overdue amount and on outstanding interest from the date of such failure until payment (both before and after judgment) at an annual rate 4% above the base rate for the time being in force by Barclays Bank plc.
- 1.5. Non-delivery or non-performance of services by any third party other than "The Company's" sub-contractors shall not give "The Customer" any right to delay any payment to "The Company" or to make any claim whatsoever against "The Company".
- 1.6. If "The Company" does not receive payment within the agreed payment period of the date for which the amount is due, it may terminate this Agreement as regards any Service requested without further obligation to "The Customer".
- 1.7. For the purposes of this Agreement, time of payment is of the essence.

2. INDEMNITY

- 2.1. "The Customer" hereby agrees fully to indemnify, keep indemnified and hold harmless "The Company", its officers, employees, agents, sub-contractors and affiliated companies from and against any and all costs, claims, losses, damages and expenses (including, but not limited to, legal fees) sustained or incurred by "The Company" or any of its officers, employees, agents, sub-

contractors or affiliated companies directly or indirectly and in any jurisdiction as a result of:-

- 2.1.1. any breach of any of the warranties given by “The Customer” in this Agreement;
- 2.1.2. “The Customer” breaching any third party software or otherwise licence agreements;
- 2.1.3. otherwise howsoever arising out of the provision by “The Company” of any Service hereunder unless on account of breach of contract or negligence by “The Company”; and/or;
- 2.1.4. any breach by “The Customer” of any of their obligations in this Agreement.

3. CUSTOMER AUTHORISATION AND OBLIGATIONS

- 3.1. “The Customer” hereby appoints “The Company” to act on their behalf in conjunction with the provision of the Services.
- 3.2. “The Customer” acknowledges and accepts that to enable “The Company” to properly provide the Services “The Customer” must co-operate with “The Company” as required by “The Company” and, in particular:-
 - 3.2.1. “The Customer” must provide “The Company” with accurate details of e-mail and physical addresses and promptly notify “The Company” in writing of any alterations thereto from time to time;
 - 3.2.2. obtain the consent of individuals whose personal data are to be held on a domain name register or are otherwise provided to “The Company”.
- 3.3. “The Customer” hereby undertakes to “The Company” not to use any of the Services in any way which might harm the reputation or goodwill of “The Company”, whether through use of Inappropriate Material or otherwise.
- 3.4. “The Customer” hereby authorises “The Company” to release all required information relating to traffic and content passing through your account to judicial, police and other regulatory or official bodies where “The Company” is required to do so.

4. WARRANTIES AND LIABILITY

- 4.1. “The Company” makes no warranties or representations that any Service will be uninterrupted or error-free. Both parties hereby warrant that each has full authority and power to enter into this Agreement for the supply of Services.
- 4.2. 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.
- 4.3. “The Company” shall not be liable for any services or products to be supplied by any third party.
- 4.4. “The Company” 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 this Agreement by “The Customer” or any act, misrepresentation, error or omission made by or on behalf of “The Customer”.
- 4.5. Without prejudice to your right to credits under the applicable Service Level Agreement, “The Company” will not be liable for any indirect or consequential loss, account for profits, wasted management time, damage, cost or expense of any kind whatsoever and howsoever arising (whether out of the provision of the Services or failure to provide the Services or otherwise), loss of

production, loss of or corruption to data, loss of profits or of contracts, loss of operation time, loss of goodwill or anticipated savings or any liability of "The Customer" to a third party, even if "The Company" has been advised of the possibility of such loss.

- 4.6. Subject to Clause 4.7 below, no matter how many claims are made and whatever the basis of such claims, "The Company's" maximum aggregate liability to "The Customer" under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Clauses 4.1-4.5 above, Clause 8.4 below or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the Fees paid by "The Customer" during the then previous 12 months.
- 4.7. None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of "The Company", its employees or its sub-contractors.
- 4.8. "The Customer" warrants that they have complied with all Relevant Legislation, including without limitation, the Data Protection Act 1998 in relation to the information and Material that "The Customer" provides to "The Company" pursuant hereto.
- 4.9. "The Company" will not be liable for any damages or loss caused by software supplied and installed by "The Customer" on any server owned or rented or subscribed to or leased by "The Company", regardless of the method of software installation.

5. TERMINATION

- 5.1. Notwithstanding anything to the contrary in this Agreement, either Party (without prejudice to its other rights) shall be entitled to terminate this Agreement forthwith by notice to the other Party if:-
 - 5.1.1. "The Customer" or "The Company" are in breach of any of their obligations under this Agreement (including without limitation, "The Customer's" failure to pay sums due to "The Company" by the due date);
 - 5.1.2. Any action or proceedings under insolvency law is taken against the other Party or the other Party makes any arrangement or compromise with its creditors, or ceases to carry on business or suffers any execution or distress over its assets, or shall be the subject of a voluntary or compulsory liquidation (other than for the purpose of reconstruction or amalgamation) or an administrator or administrative receiver is appointed.
- 5.2. In the event that any of the circumstances identified in Clause 5.1.1 or 5.1.2 arises, "The Company" shall have the option to terminate this Agreement as regards all Services provided or to be provided or only as regards that Service or those Services in respect of which the breach is considered by "The Company" to have been committed; and
- 5.3. In the event that any of the circumstances identified in Clause 5.1.1 or 5.1.2 arises, "The Company" shall be entitled to retain any sums paid to it by "The Customer" hereunder and recover any sums due to it pursuant hereto whether invoiced or not at the date of termination.
- 5.4. In the event that "The Customer" would like to terminate the services supplied by "The Company" for circumstances unrelated to those identified in Clause 5.1.1 or 5.1.2, "The Customer" must provide to "The Company" a minimum of 30 days written notice of your intention to terminate this Agreement.
- 5.5. Upon termination of services and/or agreement as per Clause 5.4, "The Customer" must make payment for outstanding invoices or charges due from the supply of services by "The Company" up to the date of termination or minimum contract period as specified at the time of purchasing the Services.

- 5.6. In the event that the AUP is breached, "The Company" will terminate the service with immediate effect and without further obligation or liability to "The Customer". In light of Clauses 5.1 to 5.4, only Clause 5.5 shall be applicable in the event of an immediate termination.
- 5.7. In the event that "The Company" resumes any of the Services which it has suspended or terminated, it reserves the right to charge a resumption fee in accordance with its then current charges.

6. CONFIDENTIALITY

- 6.1. Each of the parties agrees (subject to Clauses 6.2 and 6.3) not to:
 - 6.1.1 disclose any Confidential Information received from the other party; or
 - 6.1.2 make any use of any such Confidential Information other than for the purposes of performance of this Agreement.
- 6.2. Each party may disclose Confidential Information received from the other to its responsible employees, consultants, sub-contractors or suppliers who need to receive the information in the course of performance of this Agreement provided that such persons are subject to obligations of confidentiality in respect of such Confidential Information.
- 6.3. The confidentiality obligations under Clause 6.1 shall not apply to any information which:
 - 6.3.1. is or subsequently becomes available to the general public other than through a breach by the receiving party; or
 - 6.3.2. is already known to the receiving party before disclosure by the disclosing party;
 - 6.3.3. is developed through the independent efforts of the receiving party; or
 - 6.3.4. the receiving party rightfully receives from a third party without restriction as to use.

7. GENERAL

- 7.1. Subject to Clause 7.2, this written Agreement together with the terms applied at the point of subscription to the Services hereto and the Service Level Agreement and any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein. Nothing in this Clause 7.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.
- 7.2. No change, alteration or modification to this Agreement shall be valid unless in writing and deemed to have been accepted by both parties.
- 7.3. If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.
- 7.4. The rights and obligations under this Agreement are personal to "The Customer" and "The Customer" undertakes that they shall not, without the prior written consent of "The Company", assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.
- 7.5. "The Company" reserves the right to sub-contract any of the work required to fulfil its obligations hereunder.
- 7.6. Any notice given pursuant hereto may be served personally or sent by email, pre-paid registered letter or recorded delivery to the addresses as registered by "The Customer". Such notice shall be

deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service, when sent by email to the last known email address of the addressee, 24 hours after despatch or, when posted, 48 hours after the same shall have been put into the post correctly addressed and pre-paid.

- 7.7. Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 7.8. Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 7.9. Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.
- 7.10. This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

SECTION B – DOMAIN NAME REGISTRATION AND TRANSFERS

8. Together with the terms of Section A above, the terms set out in this Section B identify the extent of the domain name registration and transfer services provided by “The Company” and the obligations of “The Customer” in relation thereto.
 - 8.1. “The Customer” recognises and accepts that:-
 - 8.2. “The Company” reserves the right to reject any request by “The Customer” to register any particular domain name or to discontinue processing such a request if “The Company” considers such application might expose “The Company” to legal or other proceedings.
 - 8.3. Subject to Clause 8.17, the extent of “The Company’s” service in relation to the registration of domain names is:-
 - 8.3.1. to forward “The Customer’s” application to the appropriate Registry,
 - 8.3.2. to provide administrative support in securing the registration.
 - 8.4. Where “The Customer” requires “The Company” to enable a transfer of a domain name from the existing registrar to “The Company”, “The Customer” will undertake to notify their existing registrar and do everything required to facilitate the transfer.
 - 8.5. For the avoidance of doubt and in addition to the provisions of Clause 4.1-4.9 above, in no circumstances will “The Company” be liable for any loss of profit, business or anticipated savings suffered by “The Customer” on account of a failure to obtain or loss of a domain name;
 - 8.6. “The Company” makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful because domain name registries retain the right at their discretion to register or refuse to register a domain name applied for by “The Company” on behalf of “The Customer”.
 - 8.7. “The Customer’s” use of the domain name once registered may be challenged by a third party; if so, or if any other dispute arises the procedures laid down by the relevant registry will apply and these may include the suspension or revocation of an application for a domain name or the registration of a domain name allocated to “The Customer” and “The Company” will have no responsibility or

involvement in relation thereto;

- 8.8. It is the responsibility of "The Customer" to pay any and all renewal charges to the relevant registry in respect of each domain name registered by "The Company" on behalf of "The Customer".
- 8.9. Domain names are registered on a first come, first served basis.
- 8.10. The registration of a domain name does not confer any legal rights to a name or its use and any disputes between "The Customer" and a third party are to be settled using normal legal methods. "The Company" will not be drawn into any such argument or dispute in any circumstances.
- 8.11. An application for the registration of a domain name cannot be treated as having been successful until "The Customer" is issued with a "Registration Certificate" from the relevant registry. "The Customer" is advised not to take any action in respect of a requested domain name until such a certificate has been issued.
- 8.12. "The Customer" warrants to "The Company" that:-
 - 8.12.1. All information provided by "The Customer" to "The Company" is true and correct, and that any additions or alterations thereto in the future will also be true and correct;
 - 8.12.2. "The Customer" has the legal right to apply for and use the domain name(s) as a Website address;
 - 8.12.3. The domain name(s) and its use as a Website address does not and will not infringe the Intellectual Property Rights or any other rights of a third party.
- 8.13. "The Customer" acknowledges that the application process, registration and subsequent use of any domain name will be subject to the rules and policies from time to time of the relevant registry and agree to abide by all such rules and policies. Accordingly, "The Customer" undertakes to read those rules and policies before applying for a domain name (copies are generally available from the relevant registry's Website and are available from "The Company" on request).
- 8.14. "The Company" will use its reasonable endeavours to ensure that any application by "The Customer" for registration and/or transfer of a domain name from "The Customer's" current registrar to "The Company" is successfully completed. However, if for any reason beyond the reasonable control of "The Company", the application or transfer is rejected or unsuccessful, "The Company" reserves the right to cover its costs by retaining any payments received from "The Customer".

SECTION C – COLOCATION

9. *Together with the terms of Section A above, the terms set out in this Section C identify the extent of the server co-location and rackspace hire available through "The Company" and "The Client's" obligations in relation thereto.*
 - 9.1. "The Company" undertakes to house "The Client's" equipment in a Managed Co-location environment.
 - 9.2. Without prejudice to the provisions of Clause 3.1-3.4 above, "The Company" accepts no direct, indirect or consequential liability whatsoever in respect of loss or damage to "The Client's" computer(s) whilst housed by "The Company" or any loss or damage to "The Client's" business resulting there from and it is the responsibility of "The Client" to take out and maintain appropriate insurance.
 - 9.3. If "The Client" fails to pay any sums due to "The Company" by the due date in accordance with these terms and conditions, "The Company" reserves the right to retain possession of "The Client's"

equipment until such payment is made and, in the event that payment is not made within the agreed due date to sell such equipment, retain such element of the sale price as is necessary to satisfy the amount due to "The Company" and return the balance to "The Client".

- 9.4. To enable "The Company" to provide the Services to "The Client", "The Client" will be assigned certain Internet Protocol ("IP") addresses which will not be owned by "The Client", and in respect of which "The Client" will have no rights and which can only be used in connection with the Services. If, exceptionally, "The Company" needs to alter those addresses, it undertakes to give "The Client" at least 30 days' advance notice thereof. In such event, "The Client" may need to "re-configure" their equipment in order to accommodate such changes and "The Client" hereby acknowledges that "The Company" will not be responsible for effecting such changes or liable for any temporary loss of service which results or for any costs that are incurred in relation thereto.

SECTION D – DATACENTRE INTERNET ACCESS

10.1 Whilst "The Company" will use its reasonable endeavours to provide the Services, "The Company" is dependent on equipment provided by third parties and therefore outside of "The Company's" control and to this extent, "The Company" is not liable for any interruption to or other problems with these services.

10.2 To enable "The Company" to provide the Services to "The Customer", "The Customer" will be assigned certain Internet Protocol ("IP") addresses which will not be owned by "The Customer", and in respect of which "The Customer" will have no rights and which can only be used in connection with the Services. If, exceptionally, "The Company" needs to alter those addresses, it undertakes to give "The Customer" at least 10 days' advance notice thereof, although usually longer will be given. In such event, "The Customer" may need to "re-configure" their Domain Records in order to accommodate such changes and "The Customer" hereby acknowledges that "The Company" will not be responsible for effecting such changes or liable for any temporary loss of service which results or for any costs that are incurred in relation thereto.

SECTION E – DEDICATED SERVERS

11.1 Legal title to a server or any hardware shall not pass to "The Customer" and will remain the property of "The Company". "The Customer" shall not be entitled to sell or transfer or lease charge or assign by way of security or otherwise deal in or encumber the server.

11.2 Whilst "The Company" will use its reasonable endeavours to maintain servers, "The Company" will not be responsible for any problems with their performance unless they result from "The Company's" negligence or as covered by the Service Level Agreement.

11.3 Software is provided on a licence basis by "The Company" on a non-exclusive, non-transferable and restricted licence to "The Customer" for purposes of providing a service for the period of this agreement. The use of such software provided by "The Company" as part of the Services, will be governed by the third party's licence agreement (end user licence agreement) and not by the "The Company's" Agreement.

11.4 "The Company" reserves the right to relocate a Dedicated Server to a different hardware platform, that will provide a similar or higher performance to that specified at the point of subscription to the Services.

11.5 To enable "The Company" to provide the Services to "The Customer", "The Customer" will be assigned certain Internet Protocol ("IP") addresses which will not be owned by "The Customer", and in respect of which "The Customer" will have no rights and which can only be used in connection with the Services. If, exceptionally, "The Company" needs to alter those addresses, it undertakes to give "The Customer" at least 10 days' advance notice thereof, although usually longer will be given. In such event, "The Customer" may need to "re-configure" their equipment in order to accommodate such changes and "The Customer" hereby acknowledges that "The Company" will not be responsible for effecting such changes or liable for any temporary loss of service which results or for any costs that are incurred in relation thereto.

SECTION F – Virtual Dedicated Servers

12.1 Legal title to a server or any hardware shall not pass to “The Customer” and will remain the property of “The Company”. “The Customer” shall not be entitled to sell or transfer or lease charge or assign by way of security or otherwise deal in or encumber the server.

12.2 Whilst “The Company” will use its reasonable endeavours to maintain servers, “The Company” will not be responsible for any problems with their performance unless they result from “The Company’s” negligence or as covered by the Service Level Agreement.

12.3 Software is provided on a licence basis by “The Company” on a non-exclusive, non-transferable and restricted licence to “The Customer” for purposes of providing a service for the period of this agreement. The use of such software provided by “The Company” as part of the Services, will be governed by the third party’s licence agreement (end user licence agreement) and not by the “The Company’s” Agreement.

12.4 “The Company” reserves the right to relocate a Virtual Dedicated Server (VDS) to a different hardware platform, that will provide a similar or higher performance to that specified at the point of subscription to the Services.

12.5 To enable “The Company” to provide the Services to “The Customer”, “The Customer” will be assigned certain Internet Protocol (“IP”) addresses which will not be owned by “The Customer”, and in respect of which “The Customer” will have no rights and which can only be used in connection with the Services. If, exceptionally, “The Company” needs to alter those addresses, it undertakes to give “The Customer” at least 10 days’ advance notice thereof, although usually longer will be given. In such event, “The Customer” may need to “re-configure” their equipment in order to accommodate such changes and “The Customer” hereby acknowledges that “The Company” will not be responsible for effecting such changes or liable for any temporary loss of service which results or for any costs that are incurred in relation thereto.

SECTION G - BANDWIDTH PROVISION

13.1 “The Company” will use its reasonable endeavours to maintain continuity of bandwidth availability as specified at the point of subscription to the Services. However, “The Company” is not responsible for any connectivity or other problems which are outside of its reasonable control.

13.2 “The Company” will not provide any services to monitor the used amount of bandwidth for any customer.

SECTION H – ACCEPTABLE USAGE POLICY

Any user of “The Company’s” Network or Services will need to comply with this Acceptable Use Policy (AUP).

14. ILLEGAL USE

14.1 “The Company’s” Network and Services may be used for lawful purposes only and in compliance with all current and future statutes in force from time to time. “The Customer” agrees not to use the Service to send or receive materials or data which is in violation of any law or regulation or which is defamatory, offensive, abusive, indecent, obscene or in breach of confidence, privacy, trade secrets or in breach of any third party Intellectual Property rights (including copyright) or in breach of any other rights. “The Customer” is prohibited from storing, distributing or transmitting any unlawful material through our services/network. Examples of unlawful material include: direct threats of physical harm; hardcore and child pornography; and copyrighted, trademarked and other proprietary material used without proper authorisation. “The Customer” may not post, upload or otherwise distribute copyrighted material on our servers without the consent of the copyright holder. The storage, distribution, or transmission of unlawful materials could lead to UK authorities alleging criminal liability, in addition to the actions we may take outlined in Clause 18 below.

14.2 “The Company”, in addition to Clauses 14 - 17, does not allow the following services to be run on our network without our specific written consent:- Proxy Servers, IRC servers, ‘bots’, ‘bouncers’ or any other service related to IRC.

15. VIOLATIONS OF SYSTEM OR NETWORK SECURITY

15.1. Any violations of systems or network security are prohibited, and may result in the “The Customer” facing criminal and civil liability. “The Company” will investigate incidents involving such violations and will inform and co-operate with the relevant law enforcement organisations if a criminal violation is suspected. Violations may include, but are not limited to, the following:

15.1.1 Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;

15.1.2 Unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network; or

15.1.3 Interfering with any user, host or network including mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks; or

15.1.4 Any web site, services (such as vhosts, IRC bots, game servers, etc) or material that is transmitted over our network which results in, or encourages, any form of attack on the IRUN network or servers (including but not limited to DoS attacks) may result in the immediate suspension or termination of your account as detailed in clause 18 below.

15.2 “The Customer” may not store or distribute certain other types of prohibited material on our servers. Examples of prohibited material include, but are not limited to, programs containing viruses or Trojan horses and tools to compromise the security of other sites.

16. EMAIL USE

16.1 We will investigate complaints regarding e-mail and may take action based on the rules set out below. If an e-mail message is found to violate one of the policies below, or to contain unlawful material, as described in Clause 14 above, action may be taken, as outlined in Clause 18 below.

16.1.1 “The Customer” may not send e-mail to any user who does not wish to receive it, either at “The Company” or elsewhere. We recognise that e-mail is an informal medium, however, users must refrain from sending further e-mail to a user after receiving a request to stop.

16.1.2 Unsolicited advertising mailings, whether commercial or informational, are strictly prohibited. “The Customer” may send advertising material only to addresses that have specifically requested it. “The Company” will not forward mail of accounts terminated for bulk mailing or unsolicited advertising. Chain letters are unsolicited by definition and may not be propagated using our services.

16.1.3 “The Customer” may not send, distribute, or reply to mailbombs. Mailbombing is defined as either e-mailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent.

16.1.4 “The Customer” may not use false email headers or alter the headers of e-mail messages to conceal their e-mail address or to prevent Internet users from responding to messages.

16.1.5 “The Customer” must not use any email address that they are not authorised to use.

16.1.6 Violations of the AUP outlined in this document can sometimes result in massive numbers of e-mail responses. If our users receive so much e-mail that our resources are affected, we may shut down a user's account.

17. WORLD WIDE WEB USAGE

17.1 "The Customer" is solely responsible for the content of Web pages owned and/or operated by them. We reserve the right to remove any Web page on our servers at any time and for any reason. We will investigate complaints regarding inappropriate material on Web pages within our domain and may, in our sole discretion, require that the material be removed or take action as outlined in Clause 18 below.

17.2 "The Customer" may not use World Wide Web pages within or outside our domain to violate any part of the AUP, or to attempt to disrupt the pages or Internet experiences of other users.

18. INVESTIGATION

18.1 If "The Customer" wishes to make a complaint about material stored and/or accessed via our service, this should be made by email to info@irunltd.co.uk

18.2 "The Company" reserves the right to investigate suspected violations of the AUP. "The Company" may initiate an investigation, which may include gathering information from the user involved and the complaining party, if any, and examination of material on "The Company's" servers. Much of the AUP reflect acts that may constitute breaches of United Kingdom legislation or regulations and may in some cases carry criminal liability.

18.3 During an investigation, we may suspend the account involved and/or remove the material involved from our servers. Such action may include temporary or permanent removal of material from our servers, the cancellation of newsgroup postings, warnings to the user responsible, and the suspension or termination of the account responsible. We will determine what action will be taken in response to a violation on a case-by-case basis.

18.4 "The Customer" acknowledges that "The Company" may be required by current or future law or regulation, including but not limited to the Regulatory of Investigatory Powers Act 2000, to access, monitor, store, take copies of, or otherwise deal with "The Customer's" data stored on or transmitted by the Service. Without limitation, "The Customer" expressly authorise us to use their personal data and other account information in connection with any such investigation, including by disclosing it to any third party authority that we consider has a legitimate interest in any such investigation or its outcome.

18.5 "The Company" reserves the right to terminate the Service with immediate effect and without further obligation or liability to the "The Customer" as required by any law enforcement organisation, or for breaching this AUP in any way.

19. REGULATION OF INVESTIGATORY POWERS (RIP) ACT

19.1 "The Company" will take action to comply with the provisions contained in the Regulation of Investigatory Powers (RIP) Act and any regulations enacted under it and shall fully co-operate with the UK authorities empowered under the Act.