

Terms & Conditions

Domain names, Web Hosting & Virtual Private Servers

Any references to "we", "us" and "our" refer to Northgate Web Ltd (trading as Northgate Web), a company registered in England and Wales with company number 9335114 and its registered office at 1st Floor, 32 Ropergate, Pontefract, WF8 1LY

All services provided by Northgate Web Ltd may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United Kingdom laws or international treaties. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless Northgate Web Ltd from any claims resulting from the use of service which damages the subscriber or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to our servers, or any other server on the Internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- Pirated software
- Hacker programs or archives
- Warez sites

NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE SUSPENDED IMMEDIATELY. FAILURE TO REMOVE THE OFFENDING CONTENT WILL RESULT IN YOUR ACCOUNT BEING TERMINATED - NO REFUNDS WILL APPLY. ADDITIONALLY, NORTHGATE WEB LTD WILL NOTIFY THE RELEVANT AUTHORITIES OF YOUR ACTIONS.

Domains

All domains are renewed on an annual basis, we will send out reminder emails in advance of their expiry. We will send the emails to the email address on the account, it is your responsibility to make sure the contact details are up to date. We take no responsibility if your domain renewal fails due to your contact details being incorrect. If you do not wish to renew a domain please make sure you contact us a minimum of 14 days before your domain expires by emailing us at support@northgateweb.uk or by raising a support ticket. Alternatively, you can set your domain to auto-renew, this can be managed through your client area. All domains will be auto renewed 14 days in advance of the domain name expiring and will be billed 30 days in advance.

If you do not renew your domain before its expiry date it will have all services we provide suspended and you will have up to 30 days (protected period) after to renew the domain name at the original renewal fee. After 30 days your domain will be suspended and will go into a 60 day grace period which you can still renew your domain name but with an additional redemption fee of £80 + VAT. This must be requested by email before the 80th day after your domain has expired, after 90 days your domain will be cancelled and deleted from the register and made available for resale through a third party registrar. We will not guarantee the renewal of a domain name.

When you register a .uk domain with us you also enter into a contract with Nominet, the central registry for .uk domains. The terms of this contract can be found here <http://www.nominet.org.uk/go/terms>

Bandwidth Usage

We operate an 'unlimited' bandwidth service. However, this is subject to fair use and any customer using an amount of monthly bandwidth deemed excessive in comparison to the average usage by other customers on our platform may, at our discretion, be advised to upgrade to a bespoke solution and billed accordingly (this does not apply to Virtual Private Servers).

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Tel: (+44) 03333 442 890 | **Email:** sales@northgateweb.uk

Address: Northgate Web Ltd, 1st Floor, 32 Ropergate, Pontefract, WF8 1LY | **Company No:** 9335114 | **VAT Reg No:** 203 0278 60

IRC

We currently do not allow IRC or IRC bots to be operated on our servers.

Server Abuse

Any attempt to undermine or cause harm to a server or customer of Northgate Web Ltd is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

Refusal of Service

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

All sub-networks, distributive hosting sites and dedicated servers of Northgate Web Ltd must adhere to the above policies, with the exception of system resources in respect to dedicated servers.

Billing

By the Account Activation Date of each month, we shall deliver, via e-mail or post, an invoice in accordance with the applicable Service Fees for services to be rendered in the forthcoming month. When an invoice is delivered to the client, payment shall be remitted to us by no later than the specified payment due date. We shall be entitled to immediately terminate this agreement for client's failure to make timely payments. You will be provided with an invoice on a monthly basis. We do not record or store customer credit/debit card data but you are able to set up recurring billing through our payment partners (PayPal or Standing Order) to allow us to take payment for invoices as they become due. It is your responsibility to ensure that you have sufficient funds to cover any transactions. Failure to make payment will result in up to three overdue notices being submitted to you before your account is suspended.

Following account suspension, your account may be terminated and your data removed from our servers in either of the following circumstances where we do not hear from you to confirm that you wish your account to remain open:

- Your account has been suspended for non-payment for more than 4 weeks
- More than 6 weeks have elapsed from the due date or your earliest unpaid invoice and no payment for your service has been received

Money back guarantee & refund policy

We offer a 30 day money back guarantee on new purchases. Refunds: If you have purchased services up-front for the year and have pre-paid for such services, refunds will be issued for any unused full month of the services, at your request. For instance, if your account is cancelled at any point during the one-year term, you will be entitled to a refund for the months remaining, after notice given by the 25th day of the preceding month.

Please note that we reserve the right not to refund any fees incurred by us in the registration of domains. Any fees not refunded or billed to you by us will not exceed the registration costs we incur.

Cancellation and Refunds

If you no longer wish to continue with your hosting, please submit a cancellation at least 7 days before your services are due to be renewed. Your account will only be deemed as terminated once all outstanding balances have been paid in full. Domains will only be considered for transfer once all balances have been settled, we will not charge you for transferring a domain(s) away to another registrar's tag. The customer acknowledges that, termination of the agreement for any reason will result in us ceasing to provide the applicable services, with the consequences that flow from such cessation, including (but not limited to), deletion of data e.g. hosting account(s) and mailboxes.



We DO NOT refund partial monthly fees to accounts.
We do not fund fees incurred in the purchase of domain names.

Limitation of Liability

Under no circumstances shall Northgate Web Ltd be liable to you for any damages, including without limitation any damages for lost profits or business, loss of goodwill, savings, interruption of business, or for any exemplary, punitive, special, indirect, incidental, consequential or special damages, regardless of whether such claim arises under any theory of tort, advice, contract, strict liability or otherwise and regardless of whether Northgate Web Ltd is advised of the possibility of any such damages.

In no circumstances shall Northgate Web Ltd's liability to the Customer in respect of one incident or series of connected incidents in any one year, exceed 110% of the price paid for Equipment and Installation Services and/or the Charges paid for Services (as the case may be) for the relevant Equipment and Installation Services and/or Services to which the claim or claims relate in the one month prior to the date on which the claim or claims arose.

Violations

Violations of these policies should be referred to support@northgateweb.uk. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

Disclaimer

We cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. Some services and software provided by us are resold. Thus, certain equipment, routing, software and programming used by us are not directly owned or written by Northgate Web Ltd (examples include cPanel management and WHMCS billing software). Moreover, we hold no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, at our discretion.

Account Activation

By activating your account with us, you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer.

NOTICE: If you sign up for an account and fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

Server Uptime Guarantee

We offer a 99.99% service uptime guarantee, which is based on a 30 day average across our entire platform (or individual VPS servers where applicable). We measure our uptime using IP Patrol at 5 minute intervals and can provide monthly reports to customers upon request. In the unlikely event that we fail to meet our obligations we will provide a partial refund for the period of time below 99.99% for that calendar month.

Please note that from time to time, it will be necessary for us to perform essential maintenance or upgrades to our infrastructure. In the event of such planned maintenance, we will provide advance notice so you can make necessary arrangements to contact your customers or suspend any service monitoring you may have in place for the period of the planned outage. Where possible, such upgrades will be carried out overnight in the UK to minimise impact on customers. Downtime incurred as a result of planned and notified maintenance will not be included in our downtime statistics.

Acceptable Use Policy

As a provider of web site hosting and other Internet-related services, we offer our customers (also known as "Subscribers") and your customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. We respect that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, we reserve the right to take certain preventive or corrective actions. In order to protect these competing interests, we have developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using our services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that we cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because we cannot monitor or censor the Internet, and will not attempt to do so, we cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that we do not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over our network and may reach a large number of people, including both our subscribers and non-subscribers, subscribers' postings to the Internet may affect other subscribers and may affect our goodwill, business, reputation or operations. For these reasons, subscribers violate our policy and these terms when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

Spamming

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward Northgate Web Ltd, but also because it can overload our network and disrupt service to our subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, we will investigate and suspend the account that is sending spam and reserve the right to keep the account suspended until such time that the account no longer sends spam.

Audio/Video Streaming

Audio/Video Streaming is not hosting friendly. As such, we do not allow any streaming of audio or video content where the core files are hosted on our platform. Offending accounts will be suspended without noticed or terminated.

File Storage / Online Backups

We do not permit the use of our platform for the storage of backup or archival data, mirror sites, personal multimedia content such as movies, music, photos or other media. Your account and any sub-accounts may be used for genuine web hosting purposes only. Any content which is unrelated to your website is not permitted.

Peer-to-peer media (including files) sharing or streaming

We do not permit the use of our platform for peer-to-peer file or media sharing, BitTorrent, Tor or other such forms of data transmission.

Obscene Speech or Materials

Using our network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. We are required by law to notify law enforcement agencies if we become aware of the presence of child pornography on or being transmitted through our network.

Defamatory or Abusive Language

Using our network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorised Access to Other Computers or Networks

Accessing, illegally or without authorisation, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that may be used as a precursor to an attempted system penetration (i.e., port scan, stealth scan or other information-gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses or Engaging in Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail bombing or denial of service (DDOS) attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment.

Destructive activities include inviting, either directly or indirectly, an attack (such as a DDOS) against our platform. Such invitations include inviting third parties to attempt to compromise the security of our platform or knowingly participating in an external attack (such as a DDOS) which results in retaliatory action from a third-party.

Facilitation a Violation of this AUP

Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks and piracy of software.

Usenet Groups

We reserve the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities

Engaging in activities that are determined to be illegal, including, but not limited to, advertising, transmitting or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, publishing or threatening to publish private data and pirating software.

Other Activities

Engaging in activities, whether lawful or unlawful, that we determine to be harmful to our subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. We will not, as an ordinary practice, monitor the communications of our subscribers to ensure that they comply with our policy or applicable law. However, when we become aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, suspension or termination of hosting services, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action we deem appropriate.

We are also aware that many of our subscribers are themselves providers of Internet services, and that information reaching our facilities from

those subscribers may have originated from a customer of the subscriber or from another third party. We do not require our subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of our subscribers. We reserve the right to directly take action against a customer of our subscribers. Also, we may take action against the our subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, we anticipate that subscribers who offer Internet services will cooperate with us in any corrective or preventive action that we deem necessary. Failure to cooperate with such corrective or preventive measures is a violation of our policy.

We will not intentionally monitor private electronic mail messages sent or receive by our subscribers, unless required to do so by law, governmental authority or when public safety is at stake. We may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, we may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request subject to Data Protection and other UK legislation. We assume no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, we may disclose subscriber information or information transmitted over our network where necessary to protect us and others from harm, or where such disclosure is necessary to the proper operation of the system. However, we will never sell information to other services or outside companies.

We expect that our subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate our policy. Finally, we wish to emphasise that, in accepting these terms and placing an order, subscribers indemnify Northgate Web Ltd for any violation of the Service Agreement, law or Northgate Web Ltd policy resulting in loss to Northgate Web Ltd or the bringing of any claim against Northgate Web Ltd by any third party. This means that, if we are sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against us, plus costs and reasonable legal and solicitors' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Northgate Web Ltd and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to support@northgateweb.uk.

Complaints

We like to think we get it right all the time, every time but the truth of it is everyone gets it wrong from time to time. We can only improve on our services with valid feedback from you, our customers. If you wish to make a complaint about a service you have received, please submit an email to us at support@northgateweb.uk, including as much detail from the issue you have. We will acknowledge your complaint within 1 business day and aim to resolve any issues within 5 business days.

Notification of Changes

We reserve the right to change these conditions from time to time as it sees fit and your continued use of the site and our hosting services will signify your acceptance of any adjustment to these terms. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or subscribing for any of our services indicates your understanding, agreement to and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

These Terms and Conditions were most recently updated on 09/07/2015 by Jason Long, Managing Director, Northgate Web Ltd