

## **sysvinit Zone Ltd Terms and Conditions of Service**

sysvinit Zone Ltd is an computing and technology services provider, a company limited by shares, registered in England and Wales No. 15089218, with a registered office of 50 Cambridge Road, Macclesfield, Cheshire, SK11 8JW. Wherever the words "we", "us" or "our" appear in this document they refer to sysvinit Zone Ltd.

"Manchester VPS" is a trading name of sysvinit Zone Ltd, and is the trading name under which we provide website hosting, Virtual Private Servers, Dedicated Servers, and related services. All of our services are sold via our websites <https://manchestervps.co.uk/> and <https://manchestervps-ssl.ecrypt.net/> .

This document sets out our terms and conditions under which all of our services are provided to the "Customer", which is the person or entity with whom we are entering into this Contract. Wherever the word "agreement" or "contract" appears in this document, it refers to this document. Wherever the words "you" and "your" appear in this document they refer to the Customer. We provide various services to you, which include the provision of Virtual Private Server, Dedicated Server, and hosting services. Where the words "service" or "services" are used in this document they refer to any service provided by us, including those provided under the trading name "Manchester VPS".

Once service has commenced, this Agreement shall continue until terminated by either you or us. Either you or us can terminate this Agreement in writing, subject to the Minimum Contract Period and Notice Period associated with the service. Furthermore, notice of Termination is not deemed to have been served unless receipt of the notice is confirmed by us. Our Minimum Service Contract Period is 30 days, with some services having minimum Service Contract Periods of 60, 90 or more days.

### **Payment**

Charges for our services are set out on our website <https://manchestervps.co.uk/> , and are subject to any sales taxes, duties, or levies imposed by any authority, government, or government agency which may apply or be introduced from time to time which shall be charged thereon in accordance with the relevant regulations in force at the time of providing the Service and shall be paid by you.

You will be charged for services provided on a monthly basis. Payment must be received in one of the following currencies: Great British Pounds, United States Dollars, Euro. Payment must be received in full before service is either commenced or continued, except where we agree to invoice you on "account" terms. Where account terms are agreed by us, we shall send an invoice to you as soon as services are provisioned. Customers on account terms must settle all invoices in full within 15 days after the date of the invoice. We reserve the right to modify our charges upon 30 days written notice.

In the event of default which include failure by you to pay any amounts; or failure by either us or you to cure any breach of a term or condition in this Agreement within 10 days after written notice; or if an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented, or a bankruptcy order is made by either you or us, or a voluntary arrangement is approved or an administration order is made, or a

receiver or administrative receiver is appointed of any of either your or our assets or undertaking or a resolution or petition to wind up either you or us is passed or presented (otherwise than for the purposes of reconstruction or amalgamation); or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, the other party shall be entitled to terminate this Agreement without further liability, except that you agree to pay for all sums due both up to the time of such termination and for all sums due for the remainder of the minimum contract period.

We reserve the right to suspend all or part of the Service if payment is not received in accordance with the terms and conditions and such service will only be resumed, and then entirely at our discretion, if all monies outstanding have been received by us. We reserve the right to apply daily interest on any outstanding amounts at a rate equal to 4 per cent per annum above the Barclays Bank plc Base Lending Rate, until payment in full is received.

During any period of suspension you agree to continue to pay and to remain liable for all charges pursuant to these terms and conditions and your Order.

Where you make any payment exceeding any amount currently due or outstanding to us, it will be held and deemed as payment for any future services that may be supplied. If we have ceased to supply any services to you, and providing that you do not have any monies outstanding or due to us, you may request a refund of any amount you have overpaid within the previous 6 months of the date the request is received. We will charge a refund processing fee of 10% of the amount requested, or £5, whichever is the greater, for any such refund. Any overpaid amount received more than 6 calendar months prior to the date that any refund request is received by us will not be refunded.

## **Usage of our services**

You shall comply at all times with all relevant statutory and licensing obligations in connection with accessing and using the Service.

We reserve the right to suspend the service if the provision of the Service might expose us to criminal or civil liability of any kind.

We shall only restore the Service to full operation if, on the information provided to us in relation to the reason for the suspension of the Service, we in good faith reasonably judge that there is no risk of the restoration of the Service exposing us to criminal or civil liability of any kind.

You agree not to break or attempt to break security on any of sysvinit Zone's computers, servers, or computer networks, or affiliated networks, or to access any account that does not belong to you. You may not use scripts or programs that interfere with or deny services to other users on any other server, host or network.

You agree not to use or operate the Service fraudulently or in connection with any criminal activity including, but not limited to, theft, fraud, piracy, drug-trafficking, money laundering and terrorism or unlawful activity. You agree not to use or operate the service to facilitate

or incite terrorism, hatred, violence, sadism, cruelty, racial hatred, prostitution or paedophilia.

You agree not to store on your server(s), or make available from your server(s), any data or material which is illegal to possess or distribute in the United Kingdom. This includes, but is not limited to, child pornography, software intended to be used maliciously against other parties, software intended to be used for criminal or illegal activities.

It is your responsibility to ensure that your server(s) is/are configured in a secure manner. You must ensure that security updates that become available for software running on your server(s) are applied as soon as practically possible. You may not, through action or inaction, allow others to use your server(s) for illegal or inappropriate actions. You may not permit your server(s), through action or inaction, to be configured in such a way that it/you allow a third party the capability to use your server(s) in an illegal or inappropriate manner.

You agree not to use the Service to send unsolicited e-mail, whether or not that e-mail is commercial in nature. All solicited e-mail should have been confirmed through the use of a double opt-in list (i.e. the recipient must confirm their wish to receive that particular e-mail twice).

Activities that have the effect of facilitating unsolicited commercial e-mail, or large volumes of unsolicited e-mail, whether or not that e-mail is commercial in nature, are prohibited. Customers operating mail servers must ensure that such servers are configured in such a way that they do not allow the open relaying of mail.

You agree not to use our Virtual Private Server services for the purposes of virtual currency mining.

If we consider your usage of Central Processing Unit (CPU) resources on our Virtual Private Server services to be excessive and/or having a consistently negative impact on other customers located on the same physical server, we reserve the right to request that your usage be reduced appropriately. If you do not respond to our request within 24 hours, or you do respond but then fail to reduce your CPU usage accordingly in what we judge to be a timely manner, we reserve the right to suspend your Virtual Private Server service without notice, with immediate effect, and without any obligation to refund any monies paid for the Service.

If any service we supply to you becomes the target of any form of Denial of Service attack, we reserve the right to temporarily suspend any IP addresses targeted in the attack which are associated with your service, until the attack has ceased, and without any obligation to refund any monies paid for the Service.

If you do not comply with any of the above conditions pertaining to your use and operation of the Service, and if we have reason to believe that your use of the Service is illegal in nature, or impacting negatively on other customers, sysvinit Zone Ltd, or any third parties, we reserve the right to suspend all or part of the Service without notice, with immediate effect, and without any obligation to refund any monies paid for the Service.

## Other

Where the Services provided by us to you includes one or more Virtual Private Servers or Dedicated Servers, and unless otherwise agreed, you acknowledge that we will not be responsible for making any backups of any data stored on your server(s), and that we will not be responsible for the integrity of the data stored on your server(s). We will not be liable for any loss, claim or damage which is caused by the loss or corruption of data stored on your server(s). You are strongly advised to make your own external backups of data stored on your server(s).

All notices (save where otherwise provided in this Agreement or in applicable legislation) from either party to the other shall be sent by first class prepaid post or by e-mail. We shall send all notices to your billing address or to the e-mail account notified to it by you. You shall send all notices to our registered office address or to the email address [info@manchestervps.co.uk](mailto:info@manchestervps.co.uk) .

This Agreement may not be assigned, delegated, transferred or otherwise dealt with, without the prior written consent of sysvinit Zone Ltd. You authorise us to assign or transfer this Agreement, including any and all billing and service provisioning activities, to any third party as necessary to enable us to provide the Service.

You will indemnify and save us harmless from and against all loss, liability, damage and expense, including reasonable legal fees, caused by the negligent acts or omissions by you or any other user of the service furnished by us which result in claims for damage to property and/or injury or death to persons, claims for libel, slander, invasion of privacy or infringement of copyright, or any actions brought pursuant to the provisions of the Data Protection Act, including any amendment, replacement, or re-enactment thereof for the time being in force, and invasion and/or alteration of private records or data arising from any information, data or message transmitted by you or your users, and claims for infringement of patents arising from the use of apparatus and systems of yours in connection with the Service furnished by us.

Our services do not come with any service level agreement. We make no warranty, express or implied, relating to the fitness, purpose or quality of the service. We will not be responsible for any delay in or failure of the service due to any occurrence beyond our control. We shall not be liable for any incidental, special or consequential damages.

You acknowledge that the services are supplied over computing and networking infrastructure that is shared with other customers and other third parties. We make no guarantee as to the performance of any of the services we provide.

No action, regardless of form, arising out of this agreement may be brought by either party more than two years after the cause of action has arisen, unless otherwise provided by legislation.

Save as otherwise provided for in this agreement, this agreement may not be waived, altered, or modified, except by document in writing signed by authorised representatives of sysvinit Zone Ltd and the Customer.

We may change this agreement from time to time. This agreement shall be completely

superseded by future revisions of the agreement. The latest version of this agreement can always be found at <https://manchestervps.co.uk/terms-of-service/>

No agent, employee or representative of sysvinit Zone Ltd or Customer has any authority to bind us or you to any affirmation, representation or warranty unless such is specifically included in this written Agreement.

This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the jurisdiction of the English Courts.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

The parties further agree that this agreement constitutes the complete and exclusive statement of the agreement between them, and supersedes all proposals, oral, or written, and all other communications between them relating to the subject hereof. This order shall cumulatively contain the entire contract between the parties.