

## **Terms and conditions of sale (online services)**

We ask that you read them through this document and keep a copy for your own records, just in case you need to refer back to it at any time.

By ordering or using a Systems Integration (UK) Ltd. service or product you agree to be bound by the following conditions. These terms and conditions supersede all earlier versions.

### **Definitions**

The following words have specific meanings in this contract;

“Bandwidth” means the rate and quantity of data transmitted in bits per second.

“Contract” means the Contract between Systems Integration (UK) Ltd. and the User incorporating these conditions, the Systems Integration (UK) Ltd. Order Form (where completed) and Systems Integration (UK) Ltd’s published charges for the provision of its Services.

“Fees” means the fees for the Services as agreed on the Order Form (where completed) and the prices as shown on <http://www.siweb.co.uk>

“Intellectual Property Rights” means any copyright, design rights, trade marks, patents service marks or any other intellectual rights.

“Services” means web hosting, reseller hosting, email, dedicated servers, virtual servers, domain name registration and any other services provided by Systems Integration (UK) Ltd. to the User.

“Systems Integration” refers to Systems Integration (UK) Limited, a company registered in England and Wales who’s company number is 3666044. Systems Integration (UK) Ltd. is the trading name of Systems Integration (UK) Limited.

“User”, “Users” means you the customer or any other person or entity which makes use of the services though you or on your behalf;

### **About you**

By signing-up and placing an order with Systems Integration (UK) Ltd. you warrant that;

1. You are at least 18 years old.
2. You are legally allowed to enter into a binding Contract.
3. You have authority if ordering on behalf of a company or business to bind that company to the Contract.

## Ordering

1. You can only order Services from Systems Integration (UK) Ltd. once you have successfully registered an account.
2. The information provided when registering an account must be valid and accurate.
3. You agree Systems Integration (UK) Ltd. can block access to or supply of Services at any time if we reasonably believe the information you have supplied is inaccurate or incomplete.
4. You agree to keep your username and password secret at all times and not allow anyone else to use it. You must contact us immediately if you believe your username and password has been made available to someone else.
5. Before you submit your order you will be shown a summary screen including details of the Services and the price payable. You have the chance to identify and correct any input errors in your order.
6. After ordering we will setup the Services and will send you a secure message with the details of the Services you have ordered.
7. You can view and print a copy of your invoices from our website by logging into your account.

## Your rights

By placing your order for Services you agree to us starting supply of Services before the end of the seven working day cancellation period specified in the Consumer Protection (Distance Selling) Regulations 2000. As such, if you are buying as a consumer and not on behalf of a business you will not have the right to cancel the contract under the Consumer Protection (Distance Selling) Regulations 2000.

## Money back guarantee

1. We are confident you'll love your Systems Integration (UK) Ltd. account so we let you test drive it for thirty (30) days, beginning the day your Hosting Service is setup. At any time within the 30 days you can cancel your Hosting Service and you will receive a full refund of the fees paid.

To cancel the Contract for your Hosting Service and claim the Money Back Guarantee you must login to your Systems Integration (UK) Ltd. account and submit a cancellation request to us before the end of the thirty (30) day period. We will then contact you via our support ticket system to confirm your cancellation request.

You must reconfirm your cancellation request via our support ticket system before the end of the thirty (30) day period or we will continue to supply the Hosting Service and your cancellation will not take effect.

2. We will only refund the credit card, debit card or PayPal account used when ordering the cancelled Hosting Service. No other cards or payment methods will be accepted.
3. The money back guarantee is limited to one per customer and for the first order only.
4. Services that are not covered by the Money Back Guarantee include (but are not limited to):
  - Domain Registrations
  - Renewal Services
  - SSL certificates
  - 'Add on' or 'Bolt-on' products
  - If you have broken a condition of the contract then your right to use the money back guarantee will be waived.

## Fees and payment

1. Service Fees will be as quoted on our website or order form, except in cases of obvious error. All prices shown on our website exclude VAT unless stated.
2. The total price of your Services will be set out clearly on the order form.
3. Systems Integration (UK) Ltd. reserves the right to change the Fees of its Services at any time. We will notify you in writing at least fourteen (14) days before any price increase becomes effective. If the fee increase is 20% or greater then you have the right to terminate the Contract. If you do not cancel it will be deemed that you accept the new Fees.
4. With a large range of Services available to order through our website there is always the possibility that a pricing error can occur and an incorrect price is shown on our website or in any marketing material. If the correct price is lower than the incorrect price we will charge the lower price. If the correct price is higher than the incorrect price then we will contact you to notify of the error. We have no obligation to provide Services to you at the incorrect price.
5. After submitting your order you may pay for your Services using credit card, debit card, PayPal, Google Checkout or other means we provide. We will request and take payment immediately after your order has submitted. If your order is rejected for any reason then we will cancel that transaction and refund any payment made.
6. You commit to pay for the Service for the whole of the Minimum Contract Term. This applies even if you pay by monthly payments. You must not cancel a direct debit, PayPal subscription or any other monthly payment method without first cancelling your Services. If you fail to fulfill the Minimum Contract Term we will proceed to recover any outstanding payments due by other means including appropriate legal action.
7. Payment for your Services will only be stated as taken once we have received cleared funds. If your payment has not been authorized or has been declined then we may suspend or terminate any Services provided.

## Quality of your service

1. We aim to provide great quality hosting so we warrant that any of our Services purchased via the Systems Integration (UK) Ltd. website will be provided with reasonable care and skill subject to the other provisions of our terms and conditions.
2. We will not be liable to a breach in the warranty stated in clause unless;
3. You send notice in writing via our support ticket system of any breach
4. We are given a reasonable opportunity to look into the provision of your Services after receiving your notice
5. We will not be liable to a breach in the warranty stated in clause if;
6. You have not followed our oral or written instructions for the use of your Services
7. You have altered or modified the Services without our consent.
8. The problem has arisen because of misuse.
9. If we are in breach of the warranty we will use all reasonable commercial efforts to remedy the breach promptly. If this cannot be done then we will provide a pro-rata refund of any Service Fees. This is the sole and exclusive remedy to a breach of the warranty stated in clause. We do not warrant that your use of the Services will be uninterrupted or error-free.
10. During your time with us we will reserve the right to update, upgrade or modify your Services at any time without notice to you provided that the modification does not adversely affect your access to or use of your Services or detract from the overall performance. Any change that may

have an adverse effect or may detract from the overall performance will be notified to you at least fourteen (14) days prior to the change taking effect.

11. You accept that you will not rely on any statement, promise or representation made or given by or on our behalf which is not set out on our website or confirmed in writing by Systems Integration (UK) Ltd.

## Access and use of your Service

You accept that you are responsible for notifying and ensuring all persons who access or use your Services comply with these terms and conditions and our acceptable use policy.

## Service level

1. As part of your Hosting Service we will, with reasonable endeavor, make our servers available to you for one hundred (100) per cent of each calendar month. We do not warrant that access to our servers will be uninterrupted or error free but we will endeavor within reason to keep downtime to a minimum. We shall provide advanced notification of all scheduled and emergency outages via our server status page.
2. Service credits or refunds are not provided for any form of downtime or service unavailability.

## Backups

1. It is your responsibility to maintain backups of any data you upload or have uploaded on your behalf onto our servers.
2. We will follow our backup and archival procedures outlined on our website. In the event of any loss or damage to our servers we will use reasonable commercial efforts to restore data, including your personal data, from the latest, valid back-up we have. We will not be responsible for any loss, destruction, alteration or disclosure of your data caused by you or any third party.

## Support

1. If you have a question or problem related to your Services or account then you can send a support ticket using our support ticket system, which is available twenty-four (24) hours a day, seven (7) days a week, free of charge.
2. Our team of support staff will gladly help resolve any problem or answer any question you have with your Services or account. We are under no obligation to provide programming support, code updates or support for third-party equipment or software outside of our Services.

## Domain registration and renewal

1. If you order a domain name then we will endeavour to register the domain you have requested on your behalf. We do not guarantee that the domain name you have requested can be registered or renewed.
2. We will notify you when your requested domain name has been successfully registered or renewed. You should not assume registration or renewal until then.
3. The registration, renewal and use of your domain name is subject to the terms and conditions of the relevant domain registry. You are responsible for ensuring that you are aware and comply with these terms.
  - Registrants of UK domains (.uk, .co.uk, .me.uk, .org.uk, .ltd.uk) will enter into an agreement with Nominet UK, the Internet registry for .uk domain names. Nominet terms and conditions can be found at [www.nominet.uk/go/terms](http://www.nominet.uk/go/terms).

- We will not act as your agent or on your behalf with any correspondence or dealings with the relevant domain name registry.
- We will not be liable if the domain registry revokes or suspends the domain name you have registered. Nor will we be liable if any dispute related to your domain name arises.
- We shall reserve the right to require you to select a replacement domain name if we believe that there is reasonable grounds for us to believe that the domain name you have requested us to register or renew may, or is in bad faith, breach of the terms and conditions outlined here or the terms and conditions of the relevant domain registry.
- If the requested domain name contains a registered trademark then you confirm and warrant that you are the owner of the trademark or have the authority of the trademark owner to register or renew the domain name.
- If you are requesting a domain name transfer then you warrant that you are the legal owner or have the authority of the legal owner to transfer the domain.
- If you have registered the domain name with a third party then you warrant that you have the authority or authority of the legal owner to use the domain in connection with any Hosting Services supplied to you.
- Successfully registered domain names will need to be renewed periodically to ensure you retain your registration. We will send you renewal notices thirty (30) days before the renewal date. These renewal notices will be sent to the contact email address you have registered on your account. The domain name renewal fee will be as shown on our price list.

## Intellectual Property Rights

1. You or your licensor retain all intellectual property rights for any files published on your website or in your emails. You grant us the license to store and maintain your files on our servers and publish on Internet for the purpose of providing the Hosting Service to you on worldwide, non-exclusive and royalty free basis.
2. You warrant that all files or data uploaded to, or stored on your Hosting Service do not infringe the intellectual property rights of any third party.
3. You will defend, indemnify and hold Systems Integration (UK) Ltd. harmless against claims, actions, proceedings, losses, damages, expenses and costs including court costs and reasonable legal fees arising out of any claim or action that your use of your Services or your data infringes, or allegedly infringes, the intellectual property rights of a third party.
4. We retain all intellectual property rights related to the Services other than your data or files therefore you must not decompile, disassemble or reverse engineer our Services or software.

## Our Liability

1. We do not monitor and do not have any liability for your files and data and any communication you transmit or allow to be transmitted through the use of your Services.
2. We shall not be liable for the protection of the privacy of email or any other information transferred through the internet or any network provider and no guarantee or representation is given that your Hosting Services will be free from hackers or unauthorized users.
3. You shall be liable for the content of any emails, files, data or information transmitted through or uploaded to your Hosting Service and will be responsible for ensuring compliance with all relevant legislation including privacy laws, regulations or guidance notes.
4. All conditions, terms, representations and warranties that are not expressly set out in these terms and conditions or linked documents are hereby expressly excluded.

5. We do not exclude or limit our liability in any way; For death or personal injury is caused by our negligence under section 2(3) of the Consumer Protection Act 1987 for fraud or fraudulent misrepresentation where it would be illegal for us to exclude, or attempt to exclude, our liability
6. We will not be liable directly, indirectly or consequentially for; Loss of income or revenue Loss of software or data Wasted expenditure (including marketing costs) Loss of business Loss of profits or contracts Loss of anticipated savings Loss of goodwill Wasted time
7. We shall not be liable for the acts or omissions of third party providers of service or for faults in or failures of their apparatus.
8. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to sub clause 14.a.ii
9. Our maximum aggregate liability to you for any claim in Contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall in not exceed one hundred percent of the price you have paid to us for the Services during the twelve (12) months preceding the event giving rise to the liability in question.
10. You are advised to acquire and maintain adequate insurance cover to protect you and your business in the event of interruption of the Services or data loss.

## Minimum term and Cancellation of the Services

1. All Services other than domain name registrations or domain name renewals will commence on the date we notify you that the Services have been successfully setup. They shall continue for the minimum period of time that applies to the Service you have ordered as set out on our website and confirmed during the order process (Minimum Term).
2. By renewing your service you commit to a new contract and new Minimum Term for your Service which will be stated on our website and on the renewal confirmation we send to you.
3. With seven (7) days advanced notice you may cancel your Service by logging in to your Systems Integration (UK) Ltd. account and submitting a cancellation request. We will then contact you via our support ticket system to confirm your cancellation request. You must re-confirm your cancellation request via our support ticket system or we will continue to supply the Hosting Service and your cancellation will not take effect.
4. Domain names registered or renewed will commence on the date we notify you that the domain name has been successfully registered. It shall continue for the minimum period of time that applies to the domain name you have ordered as set out on our website and confirmed during the order process (Minimum Term).
5. By renewing your domain name you commit to a new contract and new Minimum Term for your domain name as stated on our website and on the renewal confirmation we send to you.
6. You may cancel your domain name by logging in to your Systems Integration (UK) Ltd. account and submitting a cancellation request any time before the renewal date. We will then contact you via our support ticket system to confirm your cancellation request. You must re-confirm your cancellation request via our support ticket system or we will continue to supply the Hosting Service and your cancellation will not take effect.
7. We will not provide you with a pro-rata refund for a cancellation that is part-way through a billing period.
8. If you contravene any of these terms and conditions or linked documents, a refund will not be issued in the event of a cancellation.

## Deletion of your data

1. When you cancel your service we will immediately and permanently delete any data we hold or host related to the Services cancelled. It is your responsibility to take appropriate backups of any data before you cancel.
2. Where the Service allows you to resell hosting packages or accounts then any such account you have disabled and which has remained disabled for at least thirty (30) days will be immediately and permanently deleted along with all data.

## Offers

Additional terms and conditions may apply to special offers. These will be publicly available on our website and you will be advised of them at the time of ordering.



## Communications

1. When you use our website you accept that the communication with us will be mainly or wholly electronic. We will communicate with you by email, support tickets or notifications on our website or websites related to Systems Integration (UK) Ltd. For this contract you agree to these electronic methods of communication and accept that any contracts, notices, information and other communications provided by these means comply with any legal requirement that such communications be in writing. This does not affect your statutory rights.
2. All content transmitted by email or support tickets sent on our website or websites related to Systems Integration (UK) Ltd. may be stored and used for marketing, training or legal purposes.

## Notices

All notices given by you to us must be given via our support ticket system.

## Matters beyond our reasonable control

We shall not be liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeure, war, civil disorder, industrial disputes, inclement weather, acts of local or central government or other competent authorities, and failure by other service providers.

## Waiver

If we waive a breach of Contract by you, that waiver is limited to the particular breach. Any delay in us acting upon a breach is not to be regarded in itself as a waiver.

## Severability

If any of these terms and conditions or any provisions of the Contract are determined to be unlawful, invalid or unenforceable to any extent then the term, condition or provision will be severed and the remaining terms, conditions and provisions will continue to be valid to the fullest extent permitted by law.

## Entire agreement

1. These terms and conditions and any document expressly linked represent the entire agreement between us both in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
2. By entering into the Contract we each acknowledge that neither party have relied on any representation, undertaking or promise given or implied from anything said or written in negotiations between us prior to entering the Contract.

## Changes to these terms and conditions

We reserve the right to revise and amend these terms and conditions at any time.