



Hosting Terms, Conditions and Acceptable Usage Policy

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WebSuite Hosting Terms & Conditions

You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

1. Hosting Service

- 1.1. We warrant that (subject to the other provisions of these terms and conditions) any Services purchased from us will be provided with reasonable care and skill.
- 1.2. We will not be liable for a breach of the warranty in clause 1.1 unless:
 - 1.2.1. you give written notice of the breach to us through our support ticket system guestline@journey.travel and
 - 1.2.2. we are given a reasonable opportunity after receiving the notice of examining our provision of the Services to you.
- 1.3. We will not be liable for a breach of the warranty in clause 10.1 if:
 - 1.3.1. the problem arises because you failed to follow our oral or written instructions as to the use of the Services (if there are any); or
 - 1.3.2. you alter the Services without our written consent; or
 - 1.3.3. the problem arises because of misuse.
- 1.4. Subject to clause 1.2 and clause 1.3, if we are in breach of the warranty in clause 1.1 we will, at our expense, use all reasonable commercial efforts to remedy the breach promptly or refund the price of the Services at the pro rata Contract price. This constitutes your sole and exclusive remedy for any breach of the warranty set out in clause 1.1. Notwithstanding the foregoing, we do not warrant that your use of the Services will be uninterrupted or error-free.
- 1.5. We reserve the right to modify the Services without notice to you provided such modification does not adversely effect your access to, or use of, the Services or detract from the overall performance of the Services. Any change which may have such adverse effect on you or may detract from the overall performance of the Services will be notified to you at least sixty (30) days prior to the change taking effect.
- 1.6. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf or otherwise confirmed in writing by us. Nothing in this clause will exclude or limit our liability to you for fraudulent misrepresentation.

2. Access to the Hosting Service

- 2.1. By default, no access is granted to any hosting accounts. You are responsible for making all arrangements necessary for you to have access to our Hosting Services. You are also responsible for ensuring that all persons who access our Services through your Internet connection are aware of these terms and conditions (and in particular our Hosting Acceptable Use Policy) and that they comply with them.

3. Hosting Service service levels

- 3.1. We will use our reasonable endeavours to make our servers available to you as part of the Hosting Service you purchase for ninety-nine (99) per cent of each calendar month. We do not warrant access to our servers will be uninterrupted or error free but we shall use reasonable endeavours to keep downtime to a minimum. We shall make all commercially reasonable efforts to provide you with advanced notification of all scheduled and emergency outages.
- 3.2. Service credits or refunds are not given for any form of downtime or service unavailability.

4. IP addresses

- 4.1. You will have no right, title or interest in any internet protocol address ("IP address") allocated to you, and any IP address allocated to you is allocated as part of the Hosting Service you purchased and is not portable or otherwise transferable by you in any manner whatsoever.
- 4.2. If an IP address is re-numbered or re-allocated by us, we shall use our reasonable endeavours to avoid any disruption to you.
- 4.3. You agree that you shall have no right, title or interest to any IP address upon expiry or termination of the Services, and that the acquisition by you of a new IP address following expiry or termination of the Services shall be solely your responsibility.

5. Back-up of your material and our servers

- 5.1. As part of your hosting package with us we will back up your website once a month. This back up is for our use only. You will not be given access to the back-up we maintain pursuant to our archiving procedure.
- 5.2. It is your responsibility to arrange with us or for you to maintain appropriate additional and up-to-date back-up copies of any data, information or other material you upload (or permit to be uploaded) onto our servers ("Material") as part of your use of the Hosting Services. In the event of loss of or damage to your Material, you will not be given access to the server back-up we maintain pursuant to our archiving procedure.
- 5.3. We will follow our archiving procedures for the data stored on our servers. In the event of any loss or damage to our servers, your sole and exclusive remedy will be for us to use reasonable commercial efforts to restore the data on our servers (including your Material) from the latest back-up we maintained in accordance with our archiving procedure. We will not be responsible for any loss, destruction, alteration or disclosure of your Material caused by you or any third party.

6. Hosting Service usage limitations

- 6.1. All our Hosting Service packages come with a variety of web space allowance provided that:
 - 6.1.1. your Material is linked into web pages;
 - 6.1.2. you do not use the Hosting Service as a backup of, or repository for, your Material;
 - 6.1.3. you maintain good housekeeping to maintain your Material; and
 - 6.1.4. you comply with our Hosting Acceptable Use Policy

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- 6.2. The Hosting Service package does not come with any limits on bandwidth. However if the bandwidth use has a negative and detrimental affect on other accounts then your Hosting Service will be automatically capped or suspended. If this happens, you will have to upgrade your Hosting Service package.
 - 6.3. Unless the your Hosting Service package includes a dedicated server, you will only be allowed to use a maximum of five (5) per cent of our server's processing capacity when using the Hosting Service package. At our absolute discretion, we may allow your usage to exceed this limitation, and we will speak to you about your hosting requirements if your usage has, or may have, a detrimental effect on our other customers.
 - 6.4. The Hosting Service package does not include the supply of any email accounts.
 - 6.5. When using the Services, you must comply with our Hosting Acceptable Use Policy and these are incorporated into the Contract by reference. Any conflict between our terms of website use and these terms and conditions, will be resolved in favour of these terms and conditions.
 - 6.6. We shall be entitled to terminate the Contract, or suspend or terminate the provision of any individual Services, if you are in breach of our Hosting Acceptable Use Policy.

7. Support – For more information on our support packages please contact us.

- 7.1. If a problem has arisen with regard to any services we provide, you can access support through our support ticket system guestline@journey.travel twenty-four (24) hours a day, seven (7) days a week. (Support services are only manned during office hours – 8.30am to 5.00pm, Monday to Friday excluding bank holidays.)
- 7.2. We will endeavour to respond within 24 hours.
- 7.3. The level of support service we will provide you will depend on the support package you have agreed to.
 - 7.3.1. As standard all our digital service customers are on our standard rate priced at £75 per support credit.
 - 7.3.2. We offer a credit based support system where any number of credits can be purchased. Each credit is worth half an hour of support time and the minimum usage per request is 1 credit. For information on credit pricing please contact us.

8. Domain Names

- 8.1. Where requested the hosting package includes our Domain Registration and Renewal Service:
 - 8.1.1. we will endeavour to procure the registration of the domain name you request;
 - 8.1.2. we will not be liable in the event that the relevant domain name registry refuses to register the domain name you request, or subsequently suspends or revokes any registration for that domain name.
- 8.2. You confirm and warrant that you are the legal owner of any domain name (or have the authority of the legal owner to use such domain name) supplied by you, or otherwise

authorised by you, for use as a domain name in connection with any website in relation to which the Hosting Service supplied to you is used.

- 8.3. Once the domain name has been successfully registered, it will need to be renewed periodically to ensure you retain your registration of it. We will automatically renew your domain name at the time of renewal and send you an invoice for the cost and service of the renewal. If you do not wish to renew the domain name you must send your renewal cancellation notices thirty (30) days before the renewal date of your registered domain name. You hereby authorise us to automatically renew the domain name for you unless you have cancelled the Domain Registration and Renewal Service.

9. Intellectual property rights

- 9.1. You, or your licensor, retain all intellectual property rights in your Material, and you grant to us a worldwide, non-exclusive, royalty free licence to use, store and maintain your Material on our servers and publish your Material on the Internet for the purpose of providing the Hosting Service to you. You warrant that your Material does not infringe the intellectual property rights of any third party and you have the authority to grant the licence to us. We may make such copies as may be necessary to perform our obligations, including making back-up copies of your Material.
- 9.2. You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services or of any claim or action that your Material infringes, or allegedly infringes, the intellectual property rights of a third party.
- 9.3. We will have no liability to defend or indemnify you if the alleged infringement is based on:
- 9.3.1. a modification of the Hosting Services by anyone other than us;
 - 9.3.2. your use of the Hosting Services in a manner contrary to our instructions or our Hosting Acceptable Use Policy
 - 9.3.3. your use of the Hosting Services after notice of the alleged or actual infringement from us or any appropriate authority.

10. Our liability

- 10.1. We do not monitor and will not have any liability for your Material or any other communication you transmit, or allow to be transmitted, by virtue of the Hosting Services.
- 10.2. Due to the public nature of the Internet, we shall not be liable for the protection of the privacy of electronic mail or any other information transferred through the Internet or via any network provider and no guarantee or representation is given that the Hosting Services will be free from hackers or unauthorised users. You shall be liable for the content of any emails transmitted by virtue of the Hosting Services, for any material you upload to, or allow to be uploaded to, our servers and for ensuring compliance at all times with all relevant legislation (including, but not limited to the Data Protection Act 2018 and all other privacy laws, regulations and guidance notes made or issued thereunder).

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- 10.3. All conditions, terms, representations and warranties that are not expressly set out in these terms and conditions (or the documents referred to in them) are hereby expressly excluded.
- 10.4. We do not exclude or limit in any way our liability:
- 10.4.1. for death or personal injury caused by our negligence;
 - 10.4.2. under section 2(3) of the Consumer Protection Act 1987;
 - 10.4.3. for fraud or fraudulent misrepresentation; or
 - 10.4.4. for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 10.5. We will not be responsible for the following types of losses (in each case whether direct, indirect or consequential) and whether they are caused by our negligence or otherwise:
- 10.5.1. loss of income or revenue;
 - 10.5.2. loss of business;
 - 10.5.3. loss of profits or contracts;
 - 10.5.4. loss of anticipated savings;
 - 10.5.5. loss of goodwill;
 - 10.5.6. loss of software or data;
 - 10.5.7. wasted expenditure (such as pay per click advertising costs); or
 - 10.5.8. wasted management or office time.
- 10.6. Subject to clause 10.4 and clause 10.5, our maximum aggregate liability under or in connection with the performance or contemplated performance of the Contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed one hundred and ten (110) per cent 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. Accordingly, you are advised to acquire business interruption insurance, or other appropriate insurance, to protect you and your business in the event of interruption of the Services (in particular the Hosting Service).

11. Deletion of your data

- 11.1. If you cancel your Services, any data we hold or host in relation to the Services you have cancelled will be immediately and permanently deleted from our system. Accordingly, you are strongly advised to make appropriate copies of such data before you cancel your Services.

12. Events outside our control

- 12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control ("Force Majeure Event").

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- 12.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 12.2.1. misuse, alteration or interference by you or any third party of our servers or systems (including virus and hacker attacks);
 - 12.2.2. strikes, lock-outs or other industrial action;
 - 12.2.3. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 12.2.4. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 12.2.5. impossibility of the use of public or private telecommunications networks; and
 - 12.2.6. the acts, decrees, legislation, regulations or restrictions of any government.
- 12.3. Our performance under the Contract will be deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

13. Our right to vary these terms and conditions

- 13.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 13.2. You will be subject to the policies and terms and conditions in force at the time that you order services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Acceptance Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven (7) working days of receipt by you of the Acceptance Confirmation).
- 13.3. No variation of these terms and conditions shall be valid unless it is in writing and signed on our behalf.

WebSuite Hosting Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may use the hosting services we provide ("Hosting Services"). Your use of the Hosting Services means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms and conditions of sale hosting terms conditions

1. Resource usage

- 1.1. The Hosting Services comprise the provision of web space on our servers to enable you to upload pages and files for the purpose of publishing websites.
- 1.2. The Hosting Services allow you server space for normal routine "non-file-distribution" web usage. For websites that allow downloading of video, audio or other files we reserve the right to impose a bandwidth limit of twenty-five (25) gigabytes (26,843,545,600 bytes) per calendar month. Non-file-distribution usage will remain unaffected by any limit imposed on downloading of video, audio or other files.

2. Prohibited uses

- 2.1. You may use the Hosting Services only for lawful purposes. You may not use the Hosting Services:
 - 2.1.1. in any way that breaches any applicable local, national or international law or regulation;
 - 2.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 2.1.3. for the purpose of harming or attempting to harm minors in any way;
 - 2.1.4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see section 3);
 - 2.1.5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (also known as SPAM); or
 - 2.1.6. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 2.2. In your use of the Hosting Services (other than where you are using your own dedicated server), you may not:
 - 2.2.1. use more than 5 % of our server's processing capacity. There are numerous activities that could cause such problems, including (but not limited to) CGI scripts and intensive FTP, PHP or HTTP operations;

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- 2.2.2. run stand-alone, unattended server-side processes or any daemons; including (but not limited to) IRCd;
 - 2.2.3. run any type of web spider or indexer; including (but not limited to) GoogleCash and AdSpy;
 - 2.2.4. run any software that interfaces with an Internet Relay Chat network;
 - 2.2.5. run any bit torrent application, tracker, or client. You may link to legal torrent files off-site, but may not host or store them on our servers;
 - 2.2.6. participate in any file-sharing/peer-to-peer activities;
 - 2.2.7. run any gaming servers; or
 - 2.2.8. run cron entries or other scheduled tasks that we have not been made aware of or given permission:
 - 2.2.9. give away web space under a domain (including Resellers giving away free websites)
 - 2.2.10. operate a proxy website or service.
 - 2.2.11. As a remote file host for other websites.
- 2.3. You must not use the Hosting Services as an offsite backup facility. Therefore, all files uploaded to our servers as part of your usage of the Hosting Services must be visible and accessible to the outside world (web-visible) unless they are needed to operate the website of which they form part; We reserve the right to delete files or directories that are not web-visible without giving notice to you.
 - 2.4. All pages of website stored on our servers as part of the Hosting Services will be available to search engines unless you take action to prevent this. If you wish to optimise your web pages for search engines you agree to use coding and techniques which comply fully with the guidelines issued by Google, MSN, Yahoo and other large search engines.

3. Content standards

- 3.1. These content standards apply to any and all material that you allow to be hosted through the Hosting Services ("Material"), and to any interactive services associated with it.
- 3.2. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Material as well as to its whole.
- 3.3. Material must:
 - 3.3.1. be accurate (where they state facts);
 - 3.3.2. be genuinely held (where they state opinions); and
 - 3.3.3. comply with applicable law in the UK and in any country from which they are posted.
- 3.4. Material must not:
 - 3.4.1. contain any material which is defamatory of any person;

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- 3.4.2. contain any material which is obscene, offensive, hateful or inflammatory;
 - 3.4.3. contain any material that is pornographic;
 - 3.4.4. promote violence;
 - 3.4.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 3.4.6. infringe any copyright, database right or trade mark of any other person;
 - 3.4.7. be likely to deceive any person;
 - 3.4.8. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 3.4.9. promote any illegal activity;
 - 3.4.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - 3.4.11. be likely to harass, upset, embarrass, alarm or annoy any other person;
 - 3.4.12. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - 3.4.13. give the impression that they emanate from us, if this is not the case; or
 - 3.4.14. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4. Suspension and termination

- 4.1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Hosting Services. When a breach of this policy has occurred, we may take such action as we deem appropriate.
- 4.2. Failure to comply with this acceptable use policy constitutes a material breach of the our terms and conditions of sale upon which you are permitted to use the Hosting Services, and may result in our taking all or any of the following actions:
 - 4.2.1. immediate, temporary or permanent withdrawal of your right to use the Hosting Services;
 - 4.2.2. immediate, temporary or permanent removal of any Material (as defined in paragraph 3.1) uploaded to our servers;
 - 4.2.3. issue of a warning to you;
 - 4.2.4. issue of legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 4.2.5. further legal action against you; or

4.2.6. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

4.3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

5. Changes to the acceptable use policy

5.1. We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you.