

**The following Terms of Service apply to the hosting services supplied by Lancefrench.com Limited.**

**Terms of Service**

Our aim at LanceFrench.com Limited is to provide the best service we can to our customers, to help us achieve this goal we have set out the following terms of service. It is your responsibility to ensure that you are up to date with all of our terms and conditions. We will however, notify you of any prominent changes to our terms that we feel you need to be made aware of.

**Content**

All services provided by LanceFrench.com Limited may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United Kingdom (or any other country) law is prohibited. This includes, but is not limited to: copyrighted material, material that is threatening or obscene, material that is "adult only" content, or material protected by trade secrets and other statute. The subscriber agrees to indemnify and hold harmless LanceFrench.com Limited from any claims resulting from the use of the service which damages the subscriber or any other party.

**Hosting Account Usage**

Our hosting accounts are intended for a single website and you are not permitted to host multiple websites on one account, this includes pointing domains to folders/sub-domains.

**Adult Material**

Pornography is prohibited on our web servers. This includes sexual content, or direct links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited. LanceFrench.com Limited will be the sole arbiter as to what constitutes a violation of this policy.

**Background Running Programs**

We do not allow the use of background-running programs, including, but not limited to, IRC bots, eggdrop, BitchX, XiRCON, warez sites and any other program that interferes with normal server operation. LanceFrench.com Limited will be the sole arbiter of what constitutes a violation of this policy.

**Scripts**

You are free to use any scripts you wish provided they do not affect the normal operations of the server and they are not mentioned specifically below:

Proxy Scripts

IRC Scripts

Anonymizer

Torrent Trackers

Hypermail

HiveMail and similar email provisioning scripts

phpShell and similar command execution scripts

Virus or any other hostile code

## Webcams

### Chat Room Scripts

Scripts that are commonly known for causing server disruption include large cgi-based message forums, auctions, banner exchanges and chat rooms. In the event a script affecting server performance we reserve the right to disable the effecting script/account prior to notifying the customer. You are responsible for ensuring that all scripts used within your account are secure and kept up to date, you agree to update/patch the software when the developers release new versions with security fixes to maintain the integrity of your web space.

### System Resources

If a web site is found to be using excessive system resources resulting in degrading the service of other users, we reserve the right to disable the offending script or disable the account if required.

### Intellectual Property Rights

Material accessible to you through our Services may be subject to protection under United Kingdom (or any other country) copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the LanceFrench.com Limited Service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the LanceFrench.com Limited Network. If you use a domain name in connection with our service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

### Network Security

Customers may not use the LanceFrench.com Limited Network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. We will cooperate fully with investigations of violations of systems or network security at other sites, including co-operating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

### Defamation

Defamatory speech distributed over the Internet can result in civil liability for the defamer.

### Refusal of Service

LanceFrench.com Limited reserves the right at its sole discretion to refuse or cancel service. Violation of any of LanceFrench.com Limited's Rules and Regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded. Free domains which have been granted for customers

paying annually are released to the customer at the end of their hosting period. Domains terminated due to policy violations will not be released to the customer.

### **Spam or Unsolicited Email**

You must not use the LanceFrench.com Limited Network for the sending of spam, flames, mail bombs, or unsolicited email messages. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates web sites hosted LanceFrench.com Limited Network. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's email address accessible to the public will not constitute a request or invitation to receive messages. If you are found to have spammed we reserve the right to disable your account without warning. LanceFrench.com Limited reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

### **MailFoundry SPAM/Anti-Virus Protection**

Our MailFoundry service is free of charge to our hosting customers and is an opt-out service. All new accounts automatically have this service enabled, if you would prefer for your account not to be included please email our Support department. Should a customer who is not using the MailFoundry, be causing high CPU usage on our mailserver we reserve the right to activate the MailFoundry service on the account to reduce the CPU usage placed on the mailserver.

Using Email Forwarding/default address to third party email accounts

If you currently have in place email forwarding or your default address from our mailserver to third party email addresses such as Hotmail, AOL, BT, yahoo, we reserve the right to enable our Mailfoundry spam service on your account without prior notice. The reason behind this is due to the SPAM policies that these companies operate, they incorrectly block our mailservers resulting in problems for our customers emailing legitimate email addresses on their networks.

Here's an example of how this happens:

Our customer sets up a forwarder from an email account hosted on our network to his/her Hotmail email account.

The email account hosted on our network receives SPAM which is then forwarded to the Hotmail email account. Hotmail think that our network is the source of the SPAM as it came through our mailserver last. This results in our mailservers being blacklisted across the Hotmail mail network, their blacklisting will stop you emailing a Hotmail email address from your account with us. So it's only due to the harsh and poorly designed spam policies these companies operate that we have put this measure in place, we do so to give our customers a reliable email service that is unaffected by blacklisting. By having our Mailfoundry spam filtering in place this cuts down the spam forwarded.

Please note that reporting our Mailfoundry digests as SPAM to these 3rd party email providers will result in your forwarders/default address being removed.

## **Abuse**

Any attempts to undermine, slander, libel, threaten, or cause harm to a LanceFrench.com Limited server, customer, employee, or the company directly is strictly prohibited and is grounds for immediate termination without refund. In addition, we will pursue all attempts to the fullest extent of the law.

## **Indemnity**

You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of services by us to you and your use of the services and the server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of any of the terms of this agreement.

## **Payment Policies**

All accounts are set up on a prepay basis. Although LanceFrench.com Limited reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Any changes to prices will be clearly communicated to customers prior to their application, with customers being given one month's notice of any changes. Notice will be served via email, to the email address held on the LanceFrench.com Limited client account. Payment is due every year quarter. Customers will automatically be charged again at the end of the prepaid period unless confirmation of the wish to close has already been received from the customer (see service cancellations).

No bills or invoices will be sent by regular mail. All invoices will be sent directly to customers via email. All payment is in UK sterling. All prices displayed are shown excluding UK VAT.

## **Service Renewal**

All services will automatically renew on the due date, this is unless a prior cancellation request has been submitted. Telephone cancellation requests are not accepted as we require the request to be logged by email. If a service has been renewed and no cancellation has been received no refund is due for any services paid. All invoices must be paid on or before the due date. In the event of a cheque payment being returned to LanceFrench.com Limited for insufficient funds, a service charge of £10.00+VAT will be charged to your account.

## **Service Cancellations**

To cancel your service(s) you must submit a cancellation request via email at least thirty (30) days before the service renewal date, telephone cancellation requests are not accepted as we require the request to be logged from your client account. We will confirm your cancellation has been received and any future billing will cease. We do not issue refunds for any unused time on your service should you choose to cancel your service before your billing date. We do not issue refunds for any unused time on your service should you choose to cancel your service before your billing date. Changing a domain names DNS to another provider, non-payment of the renewal invoice or transferring a domain away from LanceFrench.com Limited does not constitute a cancellation request. A cancellation request

must be submitted as outlined above and we will then confirm the cancellation date back to you.

If you wish to move your domain to another provider you need to email us and request that we a) change the IPSTAG if it's a .UK domain or b) unlock the domain if it's a .COM/.INFO/.NET/.ORG/.BIZ. Requests to move a domain away can only be actioned if the domain is in a active state, if the domain is past renewal we will not be able to release the domain until any outstanding balance has been paid in full. Once you request cancellation of a domain we cancel it in your billing account so that it cannot be renewed through us, if you change your mind about moving the domain you need to let us know so we can re-enable it.

### **Data Transfer (Bandwidth) Overage**

If you go over your bandwidth allowance you will have the option of either upgrading to an account with more data-transfer or be billed an overage charge of £1+VAT per GB. If you choose to pay the overage, data-transfer overage invoices are generated monthly.

### **Refunds Policy**

You have the right to cancel your account within seven days to receive a full refund, your seven days commences from the timestamp on your account details email. To cancel under this policy you need to email the billing department quoting your account username, there are exceptions to this policy which are domain name registration, SSL certificates and setup fees where applicable, these are non-refundable.

### **Domain Expiry & Redemption Fee's**

Before a domain expires you will be reminded to renew your domain by email to the address within your billing account. On the date a domain expires it will be taken offline and you will have 30 days to contact us to renew the domain name at our regular renewal rates with the exception of .eu domain names (see the 'Renewal Grace Period for .EU Domain Names' section below).

After 30 days have passed from the expiry date, the domain will enter what's called a "redemption period" and to renew the domain at this stage will cost £200.00+VAT - this is a cost charged by the registry and passed on to you by us, this in addition to our standard domain renewal charge. After another 30 to 90 days from expiry have passed, the domain is released to the public so anyone can re-register your domain and you will lose it.

### **Complaints Escalation Procedure**

We aim to give outstanding service and value for money, however we recognise that from time to time issues can arise that need to be escalated. We are committed to resolving any such issues as quickly and efficiently as possible. The following section gives information on how to contact us, and what to do if you have a complaint. If you are unhappy with any of our services, or you feel that you have not received a satisfactory response from our helpdesk, you may send your complaint in writing to:

LanceFrench.com Limited  
The Pumphouse  
The Street  
Frittenden  
Kent  
TN17 2DG

Alternatively you can email us at [customerservices@lancefrench.com](mailto:customerservices@lancefrench.com).  
You should expect to receive a response to your query within 14 days of us receiving your correspondence. On receipt of your complaint our Customer Services Manager will thoroughly investigate any issues raised and propose a course of action for resolution.

### **Disclaimer**

LanceFrench.com Limited will not be responsible for any damages your business may suffer. LanceFrench.com Limited makes no warranties of any kind, expressed or implied for services we provide. LanceFrench.com Limited disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by LanceFrench.com Limited and its employees. LanceFrench.com Limited makes no "uptime" guarantees. LanceFrench.com Limited perform backups of hosting accounts on a regular basis however they come with no guarantee. LanceFrench.com Limited can accept no responsibility for any loss of data or consequences arising from this. LanceFrench.com Limited always advises clients to back up their site data regularly for their own protection. All communications (emails, verbal or written) are between LanceFrench.com Limited and the client. These communications are private and are therefore not to be shared with any other parties. This agreement is made between the customer (as specified in the customer details section when placing your order) and LanceFrench.com Limited. LanceFrench.com Limited wishes to emphasize that in accepting services, customers indemnify LanceFrench.com Limited for the violation of any law or LanceFrench.com Limited policy, that results in loss to LanceFrench.com Limited or the bringing of any claim against LanceFrench.com Limited. This means that if LanceFrench.com Limited is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against LanceFrench.com Limited, plus costs and reasonable legal fees.

Failure to comply with any of our terms & conditions will result in grounds for immediate account termination.

LanceFrench.com Limited reserves the right to change, edit, or update the policies contained in this document at any time for any reason without notice.