

## 1 Supply

NG Resources Ltd and Cybastart web hosting (hereafter known as "The Company") undertakes to supply You (hereafter known as "The Customer") with a domain name (hereafter known as "The Domain") and web server space to host the domain name (hereafter known as "Web Space") so allowing the transmission and reception of electronic data and hosting of the Domains electronic files (hereafter known as "Network Data") with the service provided by the Cybastart Computer Network (hereafter known as "The Network") so allowing onward communication with the worldwide Internet.

## 2 Improper use

The Customer must use their domain and web space for lawful purposes only. The transmission of Network Data through The Network in violation of any UK law or regulation is strictly prohibited. Such transmission includes, but is not limited to, network data legally judged to be threatening or obscene, copyright material of any type be it images or software and material protected by trade secret, whether or not the Customer was aware of the network data content or of the infringed law.

The Customer acknowledges that The Company are unable to exercise control over the content of Network Data passing over The Network, The Domain or Web Space.

The Company will make available information relating to the registered domain and internet site owner for sole the purpose of administration as they are legally obliged to do so. The Company monitors web sites for improper use and any web site considered to be in breach of the law may be closed without notice.

The Company do not accept any liability of any kind for the transmission or reception of infringing Network Data of whatever nature. The Customer hereby agrees to indemnify The Company harmless from any claim brought by any third parties alleging that use of The Network, Network data, hosted Domain or Web Space has infringed any intellectual property right of any kind or any applicable UK or international legislation or regulation.

The Customer shall defend and pay all costs, damages, awards, fees and judgments finally awarded against The Company arising from such claims and shall provide The Company with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance to defend such claims, at the Customer's sole expense.

The Company Network may be used by The Customer to communicate with other networks and The Customer agrees to conform to the acceptable use policies of such networks and network data. In addition, The Customer undertakes to conform to the protocols and standards defined in the Internet documents: RFC1009, RFC1122, RFC1123 and RFC1250, and any future such protocols and standards as appropriate.

In the event that communications by The Customer do not conform to these standards, or if The Customer makes profligate use of The Company Network to the detriment of The Company, Cybastart or NG Resources Ltd. The Company reserves the right to restrict passage of that Customers communications until they give suitable undertaking as to use.

## 3 Contract Period

Domains, Web Space and other services are supplied fully hosted with FTP account on an annual basis and are billed accordingly every 12 months. The Company is entitled to terminate or change the contract following formal notice.

Web hosting by

**CYBA Start**



**NG Resources Ltd established 1998**

A registered company No 3532959

9, Chestnut Grange, Corsham

WILTS SN13 9XR



**Tel:** 44 (0)1249 701 351 **Mobile:** 44 (0)7968 984 655

**E-mail:** [enquiries@ngresources.com](mailto:enquiries@ngresources.com)

#### 4 Payment of Service

The Company require the Customer to make payment for their Domain, Web Space and any other service under one of the following periods:

1. Pro Forma payment is required in advance for new accounts
2. Within 30 days of the invoice issue date for established business accounts
3. 30 day net monthly – 30 days from the invoice month end for established trading partners

The Company's decision in the trading terms is final and will notify by letter should the position change.

Should The Customer fail to make any payment by its due date, then The Company will issue e-mail reminders and reserve the right to suspend the Customer's use of The Company Network until outstanding payment(s) is(are) made (see sections 10 & 11; **non payment & domain suspension**).

#### 5 Failure Liability

The Company will do its utmost to provide a full service to The Customer at all times. However, The Company cannot guarantee the availability, reliability or performance of, or privacy of network data when using, The Company Network and accept no liability that may result from its failure. The Company do not accept liability for failure of The Company Network connection, Web Space or Domain when caused by an act of God, fire, flooding, governmental act, force majeure, accident, insolvency or any other cause beyond the reasonable control of The Company, nor do The Company accept liability for damages of any kind arising from the use of The Company Network via any connection.

#### 6 Sub-Leasing/Re-selling Restrictions

The Customer must not re-assign, re-sell, sub-lease or in any other way transfer their Web Space or Domain for use by a third party without first informing The Company. Should The Domain or web space not be required, The Customer may terminate the agreement with 30 days notice, providing payment has been made for The Domain, services or Web Space. Following successful registration and subsequent payment, The Domain remains the lawful property of the registrar and/or The Customer which may be re-sold or retained as required by The Customer following termination of this agreement.

#### 7 Domain Transfer

The Company reserve the right to make a small administration charge for the transfer of domains not registered through The Companies services to its Network and Web space and to charge a small administration fee for domains transferred to another service provider or host. In most cases this will be £15.00 + VAT, in some cases, for example where The Company considers it has not acted in its clients interests it may be waived at the discretion of The Company.

#### 8 Data Protection

The Company reserves the right to place Customer names and other information in a computerised directory for internal uses only. The Company declares that it does not use its data for any purpose other than administering its rightful and legal business only.

It does not supply information to any third party other than for the purpose of registering the owner of a domain and associated web site as it is legally obliged to do so.

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The Company may transmit information that may be considered useful to clients and observes clients requests if they do not wish to be contacted.

## 9 Cancellation

Providing that all services, domains and web space and any other support supplied by The Company has been paid for in full, you may terminate your contract with thirty days written or e-mailed notice

## 10 Non payment

Should The Customer exceed the agreed payment period stated at 4.2 & 4.3 then The Company reserve the right to contact The Customer with reminders and arrange payment, should payment be withheld then The Company reserve the right to suspend domains and services supplied after reasonable attempts have been made to obtain payment, normally after three reminders or emailed notifications a domain may be suspended. Goods supplied to The Customer remain the property of The Company until payment is received in full.

## 11 Domain suspensions

The Company reserves the right to suspend domains following; failure to comply with the current Law of the United Kingdom, abuse of service by hosting material or files or images The Company considers to be improper as in section 2 (**improper use**) copywrite, illegal, pornographic, offensive or abuse of account settlement conditions. The Company will provide notice of abuse & make reasonable requests to rectify the improper use or resolve the abuse of account terms. When a domain be suspended from operation The Company will not be liable for any loss or damage sustained due to non availability or any other loss or damage whatsoever. Where a domain or domains is/are suspended a £15 administration fee may be charged in restoration of services.

## 12 Legal Contract

This agreement forms the contract between you, The Customer and The Company, NG Resources Ltd Cybastart web hosting. These Terms and Conditions are governed by and construed in accordance with the Laws of England.

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