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## TERMS OF SERVICE

Advance Solutions Ltd provides World Wide Web page hosting. Advance Solutions Ltd reserves the right to suspend or cancel a customer's access to any or all services provided by Advance Solutions Ltd when Advance Solutions Ltd decides that the account has been inappropriately used or otherwise.

### UNSOLICITED BULK EMAIL (SPAM)

Advance Solutions Ltd operates a Zero Tolerance policy with regard to bulk emailing or unsolicited email of any kind via, or in association with, domains or websites held on our servers. This includes any volume, however large or small, and whether sent via our own mail server or 3rd party mail servers. This activity utilises resources and annoys recipients. Sending Unsolicited Email will be considered as server abuse and may result in disabling of scripts, withdrawal of outgoing email facility or suspension of service, without prior notice. Examination of offending exploited scripts and re-enabling of service may attract further charges. In addition to this, current UK Law makes this illegal and you could be subject to prosecution.

### SERVER USE

Non Reseller Hosting accounts are to be used by the primary owner only. Hosting account holders are not permitted to resell, store or give away web-hosting services of their website to other parties. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

Advance Solutions Ltd reserves the right to refuse service and /or access to its servers to anyone.

Advance Solutions Ltd do not allow any of the following content to be stored on its servers:  
Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any UK, European or Local regulation.

Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Advance Solutions Ltd.

Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

### EXCESS DATA TRANSFER AND WEB SPACE USAGE

All hosting packages are issued with associated Data Transfer and Disk Space quotas. It is the customers responsibility to ensure that they remain within the quotas on their package.

Resources are not transferrable nor can lesser usage be rolled over or offset against any other year. Should Data Transfer or Disk Space quotas be exceeded, our system generates automatic email notifications to the customer and Advance Solutions Ltd.

Customers have the opportunity to increase quota on packages by advance purchasing from the Advance Solutions Ltd. In the event that advance purchase of additional Data Transfer or Web Space has not taken place, customers will be charged, on the 25th day of each month, for the excess usage in the previous 30 days.

The current rates for ad-hoc billing on excess usage are 0.4p per Mb, or part thereof, for Data Transfer and 2p per Mb, or part thereof, for Disk Space. All excess usage charges are subject to a MINIMUM charge of £2.00 in each period.

#### HIGH RESOURCE USER POLICY

Resources are defined as bandwidth, disk space, memory and/or processor utilisation. Advance Solutions Ltd may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available Advance Solutions Ltd reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Advance Solutions Ltd continues hosting the website for an additional fee.

#### PAYMENT POLICIES

All accounts are set up on a prepay basis. Although Advance Solutions Ltd reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment. Payment is due each anniversary year following the date the account was established. Customers will automatically be charged again at the end of their prepay period unless closure notification has already been given. If the account is paid annually then renewal payments are collect 1 month in advance of the pre-pay expiration.

Advance Solutions Ltd reserves the right to suspend services until any outstanding debt is cleared. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

All bills, invoices and other accounting issues will be sent by email.

All payment is in UK sterling.

(however using PayPal allows you to pay us in UK sterling but get charged in UK£ or US\$ or Euro)

#### PAYMENT OPTIONS

In order to streamline our accounting procedures and keep costs down Advance Solutions Ltd runs a limited number of payment options.

Credit / Debit Cards:

Advance Solutions Ltd accepts Mastercard, Visa, Switch and Solo (all processed via PayPal)

Cheque / Bank Transfer:

Advance Solutions Ltd accepts Cheques and direct Bank Transfers

#### LATE PAYMENTS

All payments should clear by the due date. Advance Solutions Ltd reserves the right to levy a late payment charge of £25 + vat on overdue accounts. Furthermore, interest may be levied at the rate of 2% per month on payments overdue greater than 30 days.

#### SUSPENSION OF SERVICES

In the extreme event that Advance Solutions Ltd deems it necessary to suspend services, due to non-payment or abuse, Advance Solutions Ltd reserves the right to make an administration charge of £32.50 + vat for reinstatement of such services.

#### CANCELLATION AND REFUNDS

Advance Solutions Ltd reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes Advance Solutions Ltd' terms of service a refund will not be issued in the event of a cancellation.

Customers may cancel their account at any time, with 30 days notice. Customer are responsible for service costs until 30 days after cancellation notice is received. Any incentives offered to customers when opening the account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives in the result of a cancellation.

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Fees charged on a prepay basis are non-refundable. Customers are not entitled to receive a refund unless the service is cancelled by Advance Solutions Ltd. In addition some accounts incur set-up fees, these charges are also non-refundable.

#### INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold Advance Solutions Ltd harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Advance Solutions Ltd, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Advance Solutions Ltd against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Advance Solutions Ltd' server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Advance Solutions Ltd' server.

#### DISCLAIMER

Advance Solutions Ltd will not be responsible for any damages your business may suffer. Advance Solutions Ltd makes no warranties of any kind, expressed or implied for services we provide. Advance Solutions Ltd disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by Advance Solutions Ltd and its employees. Advance Solutions Ltd reserves the right to revise its policies at any time