

Technicol Hosting

Acceptable User Policy

1 Acceptable Use Policy

1.1 Technicol Hosting reserves the right to suspend or cancel a customer's access to any or all Services provided by Technicol Hosting, where Technicol Hosting decides that the account has been inappropriately used. Technicol Hosting reserves the right to refuse Services and/or access to its servers to anyone.

2 Customer Obligations

2.1 You will keep complete records of your purchasing history when transactions occur.

2.2 You will obtain the consent of individuals whose personal data are to be held on the register of the Naming Organisation (i.e. Nominet for .uk and ICANN accredited Registrar (<http://www.icann.org>) for .com, .net, .org, .info, .biz and .name domains or such other Naming Organisation as Technicol Hosting may specify to You from time to time) and promptly notify Technicol Hosting of any changes to your registered details including (but not limited to):- (a) Your name and address; (b) name, postal address, e-mail address, telephone and fax number of the technical contact and administrative contact for your domain name(s).

2.3 In order to maintain the data-transfer volume restrictions, You agree to check all email accounts in regular intervals and download the emails stored therein. You understand that Technicol Hosting may, should the capacity of your email boxes be exceeded at any time, return all subsequently received emails to the senders without notice to You.

2.4 Email accounts that have not been used for a period exceeding six months (i.e., where You have not accessed your account and You have not downloaded emails) are subject to suspension by Technicol Hosting. Upon such suspension, Technicol Hosting will send a notification to your primary contact email address, announcing the suspension of the account. Failure to respond to such notice with a request for reinstatement of the account may, at Our sole discretion, lead to the termination of the subject account and the email box may be deleted from Our servers. In such cases, Technicol Hosting takes no responsibility for the loss of any data and/or emails still located in such account and You have no recourse against Technicol Hosting for any damages resulting from the loss of such data.

2.5 You will keep confidential all passwords received from Technicol Hosting for the purpose of the Services and notify Us immediately upon becoming aware that a password has become known to an unauthorised third party.

3 Use of the Services

3.1 You will only make use of the Services for a legitimate and lawful purpose.

3.2 You will complete your own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services.

3.3 You will ensure that your website complies at all times with all relevant laws and obligations in any territory in which You are situated or in which your website may be accessed or made available. You must also obtain any relevant consents and approvals for the installation and use of any third party equipment or software. Technicol Hosting will have no liability under this Agreement for your failure to comply with any such relevant laws or obligations or do not obtain such consents or approvals.

4 Unacceptable Use of the Services

4.1 You will not send, transmit, make available, copy, retransmit, broadcast or publish (whether directly or indirectly) in whatever form any data, information or contractual rights, material or statement which infringes the Intellectual Property Rights or contractual or statutory rights of any person or legal entity or the laws or statutory regulations relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available.

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4.2 You will not use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which are offensive, illegal or immoral or which are in breach of any legal obligation.

4.3 You understand that if You exceed the relevant data transfer volume applicable to specified Services you will be liable to pay additional charges as may vary from time to time for the data transfer volume exceeding the agreed level in the specified Service.

4.4 You will not use the Services in a manner which infringes any third party's copyright or other intellectual property rights.

4.5 You must ensure that any use of Techniccol Hosting's Services by You or any other authorised account user, are not knowingly or negligently used for i.e. creating, transmitting, exceeding the quota limit, publishing or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, Trojans or any other similar software or program) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of Techniccol Hosting Internet's services or any other Internet user or person.

4.6 You must ensure that any end-user submitted content such as forum posts or chat room entries meet with the standards defined within this Policy.

5 Enforcement

5.1 Techniccol Hosting will determine, at our own discretion, whether there has been a breach of this acceptable use policy through your use of Our Services. When a breach of this policy has occurred, we may take any such action as deemed appropriate.

6 Failure to comply with this Acceptable Use Policy constitutes a material breach of the Agreement upon which you are permitted to use Our Services, and may result in our taking all or any of the following actions:

Immediate, temporary or permanent withdrawal of your right to use Our Services

Immediate, temporary or permanent removal or archiving of any content in breach of this Acceptable Use Policy uploaded to Our servers

Issue of a warning to You

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

Further legal action against You or disclosure of such information to law enforcement authorities as Techniccol Hosting considers to be reasonably necessary.

7 Techniccol Hosting 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.

8 By signing up for any of our services you agree to be bound by all Techniccol Hosting terms and conditions.