Techniccol Hosting
Hosting Terms & Conditions

1 Hosting

1.1 This Hosting Agreement governs your purchase and use, in any manner, of all website hosting, ordered by you and accepted by Techniccol Hosting and describes the terms and conditions that apply to such purchase and use of the Services.

1.2 You agree to be bound by the terms and conditions contained herein. Techniccol Hosting reserves the right to change or modify any of the terms and conditions contained in this Agreement at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers.

1.3 Techniccol Hosting may make changes or modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following Techniccol Hosting 's posting of any changes or modifications will constitute your acceptance of such changes or modifications.

2 Payment

As consideration for Techniccol Hosting providing the Hosting Services hereunder, Customer agrees to pay Techniccol Hosting the aggregate monthly fee based on the monthly hosting services and the terms selected.

3 Provision of Services

3.1 Techniccol Hosting will provide the Customer with the Services ordered that are described in the Hosting Package Features elsewhere in this document.

3.2 The Customer understands and agrees that Techniccol Hosting will host and create any Web site solely in accordance with the information provided by Customer.

4 Rights to the Web Site and Content

4.1 With the exception of any Third-Party Materials and Background Technology as set forth in Limited License to the Background Technology, the Customer owns the Customer Content. "Customer Content" means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, or software), in any medium, provided by the Customer to Techniccol Hosting .

4.2 "Third-Party Materials" means any content, software, or other computer programming material that is owned by an entity other than Techniccol Hosting , and licensed by Techniccol Hosting or generally available to the public, including the Customer, under published licensing terms, and that Techniccol Hosting will use to display or run a Web site.

4.3 Techniccol Hosting owns the rights to the design of the web site.

5 Limited License to the Background Technology

5.1 "Background Technology" means computer programming/formatting code or operating instructions developed by or for Techniccol Hosting and used to host or operate the Web site or a Web server in connection with a Web site.

5.2 Background Technology includes, but is not limited to, any files necessary to make forms, buttons, check boxes, and similar functions and underlying technology or components, such as style sheets, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines, and menu utilities, whether in database form or dynamically driven.

5.3 Background Technology does not include any Customer Content. The Customer may not duplicate or distribute any Background Technology to any third party without the prior written consent of Techniccol Hosting .

5.4 All rights to the Background Technology not expressly granted to Customer hereunder are retained by Techniccol Hosting . Without limiting the foregoing, the Customer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of the Background Technology, except as allowed by law.

6 Limited License to Content

6.1 Customer hereby grants to Techniccol Hosting the limited, non-exclusive right and license to copy, distribute, transmit, display, perform, create derivative works from, modify, and otherwise use and exploit Web site, any Customer Content, or any Customer Marks provided to Techniccol Hosting hereunder, solely for the purpose of rendering Techniccol Hosting ' Services under this Agreement.

6.2 Such limited right and license shall extend to no other materials or for any other purpose and will terminate automatically upon termination of this Agreement for any reason.

6.3 The Customer agrees not to provide Customer Content, and Techniccol Hosting will not intentionally provide to Customers any content, that (a) infringes on any third party's intellectual property or publicity/privacy rights; (b) violates any applicable law or regulation; (c) is defamatory, violent, dearly harmful, or obscene or pornographic or infringes on citizens' rights; or (d) contains any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage or interfere with any system, data, or personal information.

6.4 Techniccol Hosting reserves the right to refuse any other subject matter it deems inappropriate.

7 Support

Techniccol Hosting agrees to provide reasonable technical support by email or telephone to the Customer during Techniccol Hosting 's normal technical support hours.

8 Term and Termination

(a) This Agreement is effective as of the Effective Date and shall continue unless terminated;

(b) Techniccol Hosting may terminate this Agreement after five (5) days' written notice to Customer if Customer materially breaches this Agreement, including, without limitation, failure to pay, and fails to cure such breach during such five (5) day period; and

(c) upon the termination of this Agreement, the Customer will pay Techniccol Hosting for all Services provided to Customer by Techniccol Hosting prior to termination.

9 Warranty Disclaimer

9.1 Except as expressly provided in this Agreement, the Services are provided "as is," and Techniccol Hosting expressly disclaims all warranties and conditions of any kind, express, implied, or statutory, including, without limitation, the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

9.2 Interruption of Service: You hereby acknowledge and agree that Techniccol Hosting will not be liable for any temporary delay, outages or interruptions of the Services.

9.3 Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein. Unless an approval process is specified herein or in a Statement, all Hosting provided by Techniccol Hosting to a Customer will be deemed accepted when delivered.

10 Indemnity

(a) Customer Indemnity. Customer will defend Techniccol Hosting against any third-party claim, action, suit, or proceeding alleging any breach of the covenants contained in Section. The Customer shall indemnify Techniccol Hosting for all losses, damages, liabilities, and all reasonable expenses and costs incurred by Techniccol Hosting as a result of any such third-party claim, action, suit, or proceeding.

(b) Techniccol Hosting ' Indemnity. Techniccol Hosting will defend the Customer against any third-party claim, action, suit, or proceeding alleging any breach of covenants, Techniccol Hosting shall indemnify Customer for all losses, damages, liabilities, and all reasonable expenses and costs incurred by Customer as a result of any such third party claim, action, suit, or proceeding.

(c) Mechanics of Indemnity. The indemnifying party's obligations are conditioned upon the indemnified party:

a. giving the indemnifying party prompt, written notice of any claim, action, suit, or proceeding for which the indemnified party is seeking indemnity;

b. granting control of the defense and settlement to the indemnifying party; and

c. reasonably cooperating with the indemnifying party at the indemnifying party's expense.

11 Limitation of Liability

Techniccol Hosting 's Liability hereunder shall not exceed the amount paid by customer to Techniccol Hosting during

the three (3) month period before the action arose. Techniccol Hosting shall not be liable for

(a) any loss of use, loss of data, or interruption of business or

(b) any indirect, special, incidental, consequential, or punitive damages of any kind (including, without limitation, lost profits), regardless of the form or action, whether in contract, tort (including negligence), strict liability, or otherwise, even if Techniccol Hosting has been advised of the possibility of such damages. Customer acknowledges that these limitations are an essential element of this agreement, and absent such limitations, Techniccol Hosting would not enter into this agreement.

12 Late Payment

12.1 If the Customer misses a monthly payment, or is late by over fourteen (14) days, Techniccol Hosting reserve the right to suspend the Customer's account. This occasion will only occur if the payment is late by over fourteen (14) days. If the Customer pays the monthly fee after the account has been suspended, and requires their account to be unsuspended, a charge of up to £100 may occur.

12.2 We have the right to deny the reversal of the suspension of an account if We believe this situation may occur on a regular basis.

12.3 If the reversal of the suspension is agreed, We will strive to unsuspend the account within 48 hours of the request being made.

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By signing up for our services y