

**THINKING JUICE LIMITED**  
**Hosting Schedule**  
**(Schedule 4)**  
**Last Updated: 03 November 2015**

**1.0 Definitions**

In this Schedule unless the context otherwise requires the definitions contained in the Terms and Conditions shall apply. “Data Transfer Usage” means data sent to and from the Server on the Customers behalf; including

- Visitors using or downloading information from the Customer Website
- The Customer or Supplier uploading files to the Customer Website
- Emails sent and received as part of the Hosting Services provided under the Agreement.

**2.0 Hosting Services**

- 2.1 This Schedule applies to Hosting Services, being part of the Services and the provision of which is subject to the terms and conditions that may apply from time to time in respect of the Supplier’s agreement/s with its or the Customer’s hosting provider. The Supplier shall use its reasonable endeavours to provide a copy of such terms to the Customer on request.
- 2.2 In particular, and without limitation, the following restrictions, conditions or fair use policies shall, in event (without limitation to the specific hosting provider’s terms) apply.

**The Customer shall:**

- (i) Obtain the consent of individuals whose personal data are to be held on the Supplier’s servers
- (ii) Check all email accounts in regular intervals and download the emails stored therein
- (iii) Keep confidential all passwords received from the Supplier for the purposes of the Services and notify the Supplier immediately upon becoming aware that a password has become known to an unauthorised third party
- (iv) Only make use of the Services for a legitimate and lawful purpose
- (v) Ensure clear transparency is present for any third party services that utilise the data and/or files maintained by the Supplier
- (vi) Allow the Supplier or a third party hosting provider to access the Customer’s home page to check for any infringements of the Customer’s obligations under this Agreement
- (vii) Ensure that it complies at all times with all relevant law and obligations. The Customer shall not carry out or be involved with any:
  - (i) Spamming
  - (ii) Use of any restricted file types including without limitation, file distribution/streaming websites eg. music, movies or software, file back-up storage, free hosting providers, pornographic websites, illegal files or documents and without prior consent of the Supplier the use of MP3’s, movie files and other music and video files
  - (iii) Use resources that may be considered detrimental to the shared environment
  - (iv) Modify or alter any equipment of the Supplier or hosting provider without the prior written consent of the Supplier or hosting provider as applicable

- (v) 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, blaspheme, 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
  - (vi) Make use of the Services to send or cause to be sent or forwarded electronic mail without the express or assumed agreement of the respective recipient. This shall include Spamming
  - (vii) Use of the POP3 account as a “virtual drive” (ie. to store files as attachments or in any other manner,) is strictly prohibited. POP3 accounts may be used for no purpose other than that in the context of normal email traffic
  - (viii) Use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which are erotic or pornographic including but not limited to any other material, images, displays or services which are offensive, illegal or immoral or which is in breach of any legal obligation
  - (ix) Arrange its home page or pages or rearrange them in a way that leads to a risk of or causes an excessive load on the server provided by the hosting provider
  - (x) Use the Services in a manner which infringes any third parties copyright or other intellectual property rights of whatsoever nature.
- 2.3 The Customer shall indemnify the Supplier against any losses or costs arising out of its breach of the provisions of this Schedule.
- 2.4 The Customer shall abide by any software licensing or restrictions imposed by any third party or by the Supplier.
- 2.5 The Supplier does not warrant or guarantee uptime or downtime unless otherwise stated in any provided Hosting Service Agreement.
- 2.6 If the Supplier, at its absolute discretion, forms the view that the Customer is, or may be about to, use the Hosting Services for unlawful or disruptive purposes, or the Customer is using the Hosting Services in a way that is detrimental to other users of the Service, the Support may suspend, rate-limit or terminate the Hosting Services without prior notice to the Customer. The Customer shall indemnify the Supplier against all costs, liabilities and claims arising from such action and or from claims arising there from. Notwithstanding such termination, the Customer shall continue to be liable to pay the Supplier a sum equivalent to the fees payable under the remaining term of this contract.
- 3.0 Data Transfer Usage Without prejudice to the above mentioned provisions:
- 3.1 The amount of Data Transfer Usage must not exceed any agreed limit; or if it does exceed any such limit then the Supplier shall notify the Customer and reserves the right to charge for use over and above that limit. Such charges may be re-calculated by the Supplier as soon as such additional use occurs but on an annual charge basis.
- 3.2 Restriction on Webspace: The Customer Website will have a limit on webspace. The amount of webspace used by the Customer should not exceed this limit or any Data Transfer Usage limits; if it does so the Supplier reserves the right to notify the Customer and immediately set revised fees on an annual basis in respect of such increased usage/excess.
- 3.3 The Customer shall, as part of the Hosting Services have access to a control panel on the Supplier’s website; enabling the Customer to get web statistics, to set up and amend their email account up to a maximum agreed as part of their Services. It is the Customer’s responsibility to:
- (a) keep any login and password details confidential;
  - (b) to make any amendments re. email accounts and “re-directs” or to agree fees and terms with the Supplier for the Supplier to do this;
  - (c) to get their own web-stats;
  - (d) abide by any Data Transfer Usage limits set out in the Proposal and/or the Specification or, in the absence of such limit being specified abide by the Data Transfer Usage limit of 10GB per month;
  - (e) abide by any web space limits set in the Proposal and/or the Specification or, if none are set therein, abide by the web space limit of 100GB.

#### 4.0 **IP Address Allocation**

When a dedicated server is purchased as the Hosting Services, the Supplier may allocate to the Customer an Internet Protocol (IP) addresses assigned to the Supplier or its' authorised 3rd parties. The Customer acknowledges that these addresses are not the property of the Customer, and are temporarily assigned to the Customer as part of the Hosting Services only. The Supplier reserves the right to change the IP address assignments at any time. In the unlikely event of this happening, The Supplier will give as much advance notice in writing as possible, and will work with the Customer where possible to reduce the impact of any changes. The Customer shall have no rights to the IP addresses allocated to them after the expiry of this agreement.

#### 5.0 **Hosting Fee**

The Hosting fee (payable for the Hosting Services and in addition to any other Services) is a minimum £600 per annum (excluding VAT) unless specified otherwise in the Proposal or other written document from the Supplier.

#### 6.0 **Third Party Hosting**

On occasion, the Supplier may provide Hosting services for the Customer using an approved third party. In this event, the Supplier may notify the Customer of the Terms enforced by the third party, and the Customer will be under obligation to meet this Terms, and consider them part of this agreement.

#### 7.0 **Virus/DDOS Prevention**

The Supplier is responsible for ensuring best practice in DDOS prevention and that other malicious activity is reported to the Customer at the moment of identification. Virus inspection must be part of the regular server maintenance completed by the Supplier.

#### 8.0 **Backups and data management**

The Supplier is responsible for keeping full back-up copies of the Customer's files and, where applicable, database or files (i.e. any databases or files held on the Server) on a minimum weekly basis unless otherwise agreed.