

BALLSCOIGNE SHARED HOSTING SCHEDULE

Last Updated: 4th April 2023

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This Addendum relates only to our Linux, Windows, Email Only, Domain Parking shared hosting products. They do not relate to any other product or service supplied by BALLSCOIGNE unless specified herein.

1. Definitions and Interpretation

In this Service Schedule the following expressions shall have the following meanings unless the context otherwise requires:

"Commencement Date"	means the date when the Customer first receives the live Service.
"Customer"	the party identified in the application for an account;
"Minimum Period"	means (a) thirty (30) days unless otherwise stated within this addendum;
"Person"	means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;
"Services"	hereafter and related to this addendum means those manual and automatic Hosting and all related services as described on the date hereof and within the Ballscoigne's website together with any additional services of such a nature that may be provided by the Company;

- 1.1. The Condition and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.2. References to the singular include the plural and vice versa, and references to one gender include the other gender.
- 1.3. Any phrase introduced by the expressions "includes", "including" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4. Any reference to a statute, statutory provision or subordinate legislation (together "legislation") shall (except where the context otherwise requires) (i) be deemed to include any bye-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (iii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.
- 1.5. Unless specifically provided to the contrary all notices under this Agreement shall be in writing.
- 1.6. References to times are to London times.
- 1.7. Any reference to an "hour" means an hour in a day and any reference to a "day" means a period of 24 hours running from midnight to midnight.
- 1.8. Except to the extent that they are inconsistent with the definitions and interpretations in this Agreement or are otherwise defined in this Agreement, the definitions and interpretations in the Master Agreement shall apply to this Agreement.
- 1.9. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.10. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement.

2. Website Hosting & Email

- 2.1. BALLSCOIGNE make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.
- 2.2. The customer agrees, to represent, undertake and warrant to us that you will use the website allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that.
- 2.3. you will not upload, post, link to or transmit:
- 2.4. any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane, racist or otherwise objectionable in any way.
- 2.5. any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.
- 2.6. any material which is forbidden by our acceptable use policy published in our web site.
- 2.7. You will not send bulk email whether opt-in or otherwise from our network. Nor will you promote a site hosted on our network using bulk email.

- 2.8. You will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.
- 2.9. Any file that that is uploaded to your web disk space is for the operation and management of your website and web application.
- 2.10. We reserve the right to remove any material which we deem inappropriate from your website without notice to you.
- 2.11. We reserve the right to remove scripts that consume excessive system resources.
- 2.12. We shall reserve the right to suspend the Services at any time and for any reason, if deemed necessary, without notice.
- 2.13. You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other Customers.
- 2.14. You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.
- 2.15. In the case of an individual Customer (Sole Trader), you warrant that you are at least 18 years.
- 2.16. Any access to other networks connected to BALLSCOIGNE must comply with the rules appropriate for those other networks.
- 2.17. While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.
- 2.18. BALLSCOIGNE will make every effort to backup website and email data held on our shared hosting platform off-site. BALLSCOIGNE cannot be held responsible for the loss of this data. BALLSCOIGNE recommends Customers maintain their own backup procedures retaining a local copy of website files, databases and email.
- 2.19. We reserve the right to suspend any website that is deemed to be using excessive system resources which may be causing detrimental effects to the performance of the BALLSCOIGNE platform and other websites housed within it. BALLSCOIGNE will communicate such suspension notices and will provide advice on finding a suitable alternative.
- 2.20. Any Internet Protocol address allocated by BALLSCOIGNE to the Customer shall at all times remain the sole property of BALLSCOIGNE and the Customer will have a non-transferable licence to use such address for the duration of this Agreement. If this Agreement is terminated for whatever reason, the Customer's licence to use the Internet Protocol address shall automatically terminate and thereafter it will not use such address.
- 2.21. BALLSCOIGNE may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. BALLSCOIGNE will give the Customer as much notice as possible of any planned interruption of the Customer's Service. BALLSCOIGNE shall not, in any event, be liable for interruptions of Service or down-time of the Server incurred by us or third parties. In these circumstances the Customer shall have no claim against BALLSCOIGNE for any such interruption.

3. Bandwidth / Data Transfer

- 3.1 BALLSCOIGNE reserves the right to enforce a fair usage policy if data transfer usage exceeds 100GB per month per website.
- 3.2 The Incoming and Outgoing emails are restricted to 25MB (once encrypted) in size on the shared hosting platform per email to prevent abuse of the mail system.
- 3.3 There is no restriction on the size of a POP3 mailbox, but we reserve the right to close down mailboxes that consume excessive system resources. Read emails are removed after 30 days from the mailbox. Unread emails will remain in the mailbox for 90 days.
- 3.4 IMAP mailboxes offer a finite disk space.
 - 3.4.1 Consumption above the quota will result in bounced emails.
 - 3.4.2 Mail does not have an expiry life as it does with a POP3 mailbox.