

TERMS AND CONDITIONS FOR ROOT, MANAGED, WINDOWS, VALUE and VIRTUAL SERVER HOSTING SERVICES

By ordering root server services from Fuller Computing Services Ltd (Fuller Computing, "we" or "us") you ("you" or "Customer") agree to the terms and conditions set forth herein. The provisions contained in these Terms and Conditions for Root, Managed, Windows, Value and Virtual Server Hosting Services (the "Agreement") incorporate and are supplemental to General Terms and Conditions by which you are also bound, to the extent they are not modified by this Agreement.

1. SUBJECT OF THE AGREEMENT

The Agreement governs the provision of root server services, including Root, Managed, Windows Value and Virtual Server products, (the "Services") to the Customer and certain administration and servicing thereof. The Services comprise making available for use by the Customer a dedicated Windows or Linux server with root or administration rights (hereafter, a "Root Server"), for the exclusive use of the Customer. If the subject matter of the agreement is a virtual server, the customer receives memory capacity from us on server hardware not solely designated for to them. The server functions granted to the customer are made available based on software operation. The customer is not entitled to services utilising specified parts of the CPU or the main memory capacity.

2. SERVICES PROVIDED

We agree to provide the use of a root Server to the Customer, for the exclusive use of the Customer, excepting maintenance of the root Server hardware, at the price agreed upon before the initiation of service, for the term as defined below. The Customer represents and warrants that the Customer has or has access to the knowledge and expertise necessary to configure, maintain, monitor, and secure the root Server. Except with respect to the use or configuration of Plesk or the root Server hardware, Fuller Computing does not provide phone or e-mail support or other technical assistance for the administration of the root Server or otherwise related to the Services.

3. FEES

Fees for the Services shall be charged in accordance with the schedule of fees set and adjusted by us from time to time and the customer will be notified in advance. Published fees include initial setup and installation services as set by us, and are non-refundable.

4. TERM

Subject to termination in accordance with Clause 10 of this Agreement, the initial term of this Agreement shall be one (1) month with automatic renewal for one subsequent additional month after the expiration of the initial term and each such renewal term (each such month a "Contract Term"). Fuller Computing reserves the right to accept pre-payment of renewal periods and may from time to time offer financial incentives for such pre-payment. The Contract Term, however, shall remain one (1) month. Notwithstanding the provisions of this clause to the contrary, Fuller Computing offers certain Server Hosting Packages for which the initial term of this Agreement shall be six (6), twelve (12) or twenty-four (24) months (the "Extended Server Packages"), at the end of which this Agreement shall renew automatically on a month-to-month basis pursuant to the terms of this clause. Any and all service fees for the Extended Server Packages are due and payable for the entire initial term thereof, and should you terminate, attempt to terminate, or otherwise default on this Agreement prior to the end of the initial term you authorise us to charge you for all such fees and charges for the remainder of such initial term. For the purposes of this clause, any modification of the server package shall be deemed a termination and shall entitle us to the fees owing on the Extended Server Package. Fees paid for the Extended Server Package are not refundable unless this Agreement is terminated by us without cause pursuant to Clause 10 or as otherwise agreed to in writing by Fuller Computing in its sole discretion.

5. ADMINISTRATIVE ACCESS

Administrative access or "root" access to the server is limited to you and your authorised agents. As a general rule, Fuller Computing has no access to the contents of your server. Nevertheless, we reserve the right to require, at its discretion, software and/or hardware upgrades for the purposes of maintaining security and stability of the services provided and may require the installation of such upgrades. Standard fees for such upgrades shall be set by us from time to time.

6. NETWORK DATA TRANSFER CHARGES

6.1

There shall be no charge for monthly aggregate or daily average network transfer within the allowance of the server package purchased, depending on the terms agreed upon at purchase, as measured during any 30-day period. Monthly aggregate or daily average network traffic in excess of the pre-arranged allowance shall incur an additional fee as set by us. For details please refer to clause 5.12 of our General T&C. Payment of this fee will be required in order to maintain service. Network traffic shall be measured by us and may include all forms of traffic to and from the server. All fees shall be set and adjusted by us occasionally and the customer will be notified in advance.

6.2

To ensure fair allocation of resources, users who exceed 1000GB traffic per month will automatically incur a temporary connectivity restriction of 10MBit bandwidth with 250GB traffic. This traffic limit can be overridden in incremental 250GB steps. Full 100MBit bandwidth can also be manually restored. This process can be repeated as often as necessary within a billing cycle without incurring additional charge.

7. HARDWARE AND SOFTWARE CONFIGURATION

All Root Servers must use software configurations that conform with our requirements. Use of any particular software configuration may be declined at the sole discretion of Fuller Computing. Customers have no right or expectation to receive a hardware or software configuration on their server that is more capable than that which was initially ordered from us. Customers can not expect to receive support from Fuller Computing with respect to the correction of errors caused by mistakes, faulty settings, and installation errors caused by the Customer.

8. CUSTOMER CONDUCT

8.1.

Our services and servers may only be used for lawful purposes. Any use which contravenes any national, European or international laws which may apply to Fuller Computing, the Customer's local jurisdiction, or any jurisdiction that the Customer or the Customer's site may be subject to is strictly prohibited.

8.2.

While using a supplied Root Server, the Customer will not:

8.2.1.

Restrict or inhibit any other user from using and enjoying the Internet;

8.2.2.

Post or transmit any unlawful, threatening, abusive defamatory, pornographic, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise contravene any national, European or international law and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;

8.2.3.

Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;

8.2.4.

Operate an open mail relay;

8.2.5.

Transmit any unsolicited commercial or bulk e-mail or engage in any activity known or considered to be "spamming" or "Mail Bombing";

8.2.6.

Use any server or service to carry out, or assist in the carrying out of, any "denial of service" attacks on any other website or internet service.

9. INDEMNITY

9.1.

You agree to fully defend and indemnify and hold harmless Fuller Computing of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any breach or claim of breach of this agreement or your negligence whether active or passive or any negligence of Fuller Computing in any way related to your use of our Services or any portion thereof.

9.2.

You agree fully to indemnify Fuller Computing and to keep us fully indemnified against any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any infringement or claimed infringement of any copyright or other intellectual property right of any third party which is in any way related to your use of our Services or any portion thereof. Choice of legal representation remains exclusively that of Fuller Computing.

10. TERMINATION

10.1

Either party can terminate this Agreement upon written notice 30 days' prior to the end of the agreed upon minimum Contract Term. Once the minimum Contract Term has expired, we can terminate this contract for any reason upon fourteen (14) days' prior notice. The customer may terminate the contract for any reason upon 30 days' written notice. The customer-requested termination shall take effect at the end of the calendar month in which the 30 days' notice period has ended. Either party shall be entitled to terminate the contract without prior notice in case there is a special reason.

10.2

In the event of any contravention of any of these terms and conditions including the Acceptable Use Policy which is to be found at the end of these terms and conditions Fuller Computing reserves the following rights which may be exercised without notice and at the sole discretion of Fuller Computing:

10.2.1

the right to terminate this contract

10.2.2

the right to deny the Customer access to a server

10.2.3

the right to terminate the Customer's services and in any such event the Customer will be held fully responsible for any damages to the Customer, Fuller Computing, or any other party or parties resulting from any such conduct.

10.3

Fuller Computing shall have no responsibility to notify any third-party providers of services, merchandise, or information,

nor any responsibility for any consequences resulting from such discontinuance or lack of notification. The Customer agrees that Fuller Computing has the right to monitor the servers electronically from time to time and to disclose any information as necessary under the law, or to protect itself from claims by a third party or parties. we reserve the right to remove or remove access to any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, offensive, or in contravention of this Agreement.

11. RETURN OF SERVER

Upon termination of this contract, all servers shall remain the property of the owner and are not subject to customer demands.

12. LIABILITY

12.1

Fuller Computing makes every reasonable effort to maintain the uninterrupted operation of our Services, subject to regularly scheduled server and network maintenance cycles. However because many events and circumstances are beyond our control, Fuller Computing does not in any way warrant or otherwise guarantee the availability of the system or servers and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of Fuller Computing. Fuller Computing may, at its sole discretion, limit or deny access to its servers, if, in the judgment of Fuller Computing, such limitations or denials of access are required to assure the security of the network, the integrity of the network structure, or to prevent damage to the network, the software or the data stored on the servers.

12.2.

To the extent permitted by law we shall not be liable to the Customer save as expressly provided for in this Agreement and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise to the Customer.

12.3

So far as is permitted by law and subject to the express terms of this Agreement Fuller Computing makes no warranty to the Customer as to the quality of the Services or their fitness for purpose and in any event, Fuller Computing shall only be liable for material breaches of its obligations under this Agreement and to the extent of 50 GBP per breach.

12.4

Neither party shall have any liability to the other in respect of any breach of this Agreement for loss of revenue, business, anticipated savings or profits or any loss of use or value of any equipment or for any indirect or consequential loss howsoever arising, save as set out in this Clause 12.

12.5

Nothing in this Agreement shall:- (a) exclude or restrict Fuller Computing for liability in respect of the death or personal injury or fraud resulting from the negligence of Fuller Computing, its employees or agents; (b) exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979 and where the Customer deals as a consumer, the conditions implied by Sections 13 to 15 inclusive of the said Act and by Sections 3 and 4 of the Supply of Goods and Services Act 1982; or (c) where the Customer deals as a consumer, affect the Customer's statutory rights.

12.6

The Customer will indemnify Fuller Computing for all loss of revenue, business profits, costs and expenses arising from any failure by the Customer to use the Services in accordance with this Agreement and against any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the site by the Customer.

12.7

Fuller Computing disclaims all liabilities in connection with the following :

- loss of material uploaded
- incompatibility of the site with any of the Customer's equipment, software or telecommunications links
- technical problems including errors or interruptions of the site

- unsuitability, unreliability or inaccuracy of the site.

12.8

Nothing in this Agreement shall prevent Fuller Computing from pursuing payment of a debt against the Customer.

12.9

Where the Customer accesses this site from locations outside the United Kingdom, the Customer does so on the Customer's own initiative and is responsible for compliance with local laws.

12.10

The Customer understands that by placing information on a Root Server, depending on the configuration of the server, such information may be accessible to all Internet users Fuller Computing does not limit or restrict access to such information, nor protect any such information from copyright infringement or other wrongful activity. The Customer assumes full responsibility and risk for their use of the Root Server. It is the Customer's sole responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, and other information, and the quality and merchantability of all merchandise, provided through Fuller Computing or on the Internet generally.

13. IDENTIFICATION INFORMATION

Customers must be at least 18 years of age or require the approval of the minor's legal guardian. The Customer agrees to supply Fuller Computing with a current and truthful full name, e-mail address, postal address, and telephone number and, in case the Customer is a minor, with the current and truthful full name, e-mail address, postal address, and telephone number of at least one legal guardian. The Customer agrees to keep this information current and to inform us whenever any of this information changes.

14. NO INTERFERENCE WITH OPERATION OF SYSTEM

14.1.

The Customer agrees not to maliciously or intentionally interfere with the proper operation of the server and network, including but not limited to defeating identification procedures, obtaining access beyond that which the Customer is authorised for, and impairing the availability, reliability, or quality of service for other customers. The Customer further agrees not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorised access. The Customer agrees to follow the Acceptable Use Policy of any network or service to which the Customer connects.

14.2.

The Customer agrees to adhere to all system policies of Fuller Computing, as such may be published by Fuller Computing online from time to time, including restrictions on services available, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of the services of Fuller Computing including the Acceptable Use Policy which is to be found at the end of these terms and conditions. The Customer agrees to abide by any and all future policy decisions by Fuller Computing.

15. SECURITY

15.1.

Except with respect to issues concerning the physical security of the data centre facilities, the Customer agrees that the security of the server and all Services is solely the Customer's responsibility. It is the sole responsibility of the Customer to maintain and update security software on the Root Server. Under no circumstance will Fuller Computing be held liable for security breaches and damage caused by the Customer's failure to maintain or update the security software or to maintain adequate security protocols in the administration of the Root Server.

15.2.

To secure Root Servers from external misuse, Customers are encouraged to utilise packet filtering technology.

15.3.

The Customer agrees that if the security of the Customer's server has been compromised in any way, the Customer will notify us immediately in writing as set forth in Clause 21.2 herein. The Customer shall be held fully responsible for any misuse or compromise of the Customer's server for which Fuller Computing is not properly notified. The Customer agrees that if any security contraventions are believed to have occurred in association with the Customer's server, Fuller Computing has the right to suspend access to the server pending an investigation and resolution. The Customer also agrees that Fuller Computing has the right to cooperate in any government or legal investigation regarding any aspect of its services, including any servers used by the Customer. Any use of the system to engage in software piracy or other contraventions of law will result in service suspension and be immediately reported to the appropriate authorities.

15.4.

Without special agreement Fuller Computing is not obliged to undertake backup of data. In this context the customer is once again reminded of their obligation for data backup according to item number 6.1.1 of the General Terms & Conditions of Service.

16. TRANSMISSION OF MATERIALS

The Customer agrees not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of the servers or any other service with reference to services obtained through Fuller Computing, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming", is strictly prohibited.

17. PRIOR AGREEMENTS

This Agreement supersedes any written, electronic, or oral communication the Customer may have had with Fuller Computing or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

18. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

19. (not applicable)

20. GENERAL

20.1

No delay, neglect or forbearance on the part of either party in enforcing against the other party any terms or conditions of this Agreement shall either be or be deemed to be a waiver in or in any way prejudice any right of that party under this Agreement, unless such waiver shall be in writing.

20.2

Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been duly given if sent by first class post, or where the parties expressly agree by electronic mail or facsimile transmission, to such person and such address as either party shall nominate for this purpose from time to time.

20.3

This Agreement shall be construed and governed in all respects in accordance with the Law of England and Wales and the English Courts shall have exclusive jurisdiction in respect of any disputes arising hereunder.

20.4

Each party shall treat as confidential all information received by it from the other party relating to the other party's business, customers, strategies and plans, and such information may only be used for the purpose of this Agreement and may only be disclosed in strict confidence to its professional advisers or any person to whom disclosure is required by law, to its employees or subcontractors where reasonably necessary for the purposes envisaged by this Agreement, and where otherwise specifically permitted by this Agreement.

21. THIRD PARTY RIGHTS

Nothing in this Agreement shall be taken as granting any rights expressly or impliedly whether contractual or statutory to persons other than the Company and the Customer, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22. NO AGENCY

Nothing contained herein shall be interpreted as creating an agency, partnership or joint venture between Fuller Computing and the Customer.

23. AMENDMENT

Fuller Computing may without advance notice amend this Agreement from time to time, and will do so by sending the new Agreement to the customer in place of the old. Each and every such amendment shall become effective immediately for all pre-existing and future accounts.

24. COMPLAINTS

The Customer should address any complaints concerning the provision of the Services to the Company at the Company's address.

25. ASSIGNMENT

Neither this Agreement or any rights or obligations hereunder may be assigned or transferred or sub-contracted by the Customer in part or in whole to a third party, without the prior consent of the Company such consent not to be unreasonably withheld. The Company may on providing notice to the Customer assign this Agreement in part or in whole to any third party.

ACCEPTABLE USE POLICY

1. GENERAL

Each Customer who operates a server from us is solely responsible for all stored and transmitted data of the server and all actions which emanate from the server. The Customer must take adequate measures which comply with the current state of technology to ensure that any misuse of the server is effectively prevented. Fuller Computing reserves the right to block any server at any time which causes a loss of network integrity or affects the network operation of other servers without prior warning including those actions which are not specifically referred to below. Fuller Computing further reserves the right to remove a server from the network if it is deemed to be causing excessive load or traffic over an unacceptably long period. Fuller Computing further reserves the right so far as permitted by law to maintain logs of impermissible actions and to preserve the contents of servers as well as the right to hand over such logs or contents in accordance with legislation, on Order of the Court or orders from any other body appointed by law. PROHIBITED ACTIONS AND CONSEQUENCES OF INFRINGEMENTS

2. IP SPOOFING

IP spoofing refers to the falsification of the IP sender address for outgoing IP packages. This technology is generally

used to conceal the origin of IP packages. Fuller Computing has installed anti-spoofing filters in order to prevent IP spoofing. All attempts at IP spoofing are automatically logged. Any attempt at IP spoofing will lead to the immediate blocking of the server without prior warning.

3. MAC SPOOFING AND MAC FLOODING

MAC spoofing refers to the falsification of a sender address of an Ethernet framework. This technology is often used to give a false identity in the local network or for a router. MAC flooding refers to the sending of Ethernet frameworks with a number of different sender addresses for the purpose of flooding MAC databanks of switches thus causing a malfunctioning of these switches. The system has in place measures which in the event of any attempt at MAC spoofing or MAC flooding trigger an immediate and automatic blocking of the server without prior warning. All attempts at MAC spoofing and MAC flooding are automatically logged.

4. ARP SPOOFING AND ARP FLOODING

ARP spoofing refers to the falsification of an ARP entry on a router by unsolicited ARP replies. This technology is often used to prepare a man-in-the-middle attack. ARP flooding refers to the mass transmission of ARP replies for the purpose of flooding the ARP databank of a router and thus causing a malfunctioning of this switch. All attempts at ARP spoofing and ARP flooding are logged and will lead to the immediate blocking of the server without prior warning.

5. TRANSMISSION OF SWITCH PROTOCOL FRAMEWORKS

The transmission of switch protocol frameworks, in particular spanning tree protocol frameworks (BPDUs) will lead to the immediate and automatic blocking of the server without prior warning. All attempts to transmit switch protocol frameworks are logged.

6. TRANSMISSION OF SPAM AND MALWARE

Spam refers to the mass transmission of unsolicited or unrequested email advertisements. Malware refers to any type of injurious software e.g. viruses, worms, trojans, backdoors, spyware or illegal dialers. The sending of spam can lead to a warning being sent to the server operator or to the immediate blocking of the server without prior warning depending upon the gravity of the infringement. The sending of Malware will lead to the immediate blocking of the server without prior warning.

7. PHISHING

Phishing refers to illegal attempts to release access data for security areas to a wide distribution of users. Well known websites are often imitated so as to appear deceptively genuine for this purpose. The websites are reached under domain names which are similar to the original domain names. Users are invited by misleading emails to enter their access data on such hoax websites. Phishing will lead to the immediate blocking of the server without prior notice.

8. DENIAL OF SERVICE ATTACKS

Denial of Service attacks (DoS) refers to an attack on a server with the purpose of disabling one or more of its services. This generally occurs by overloading e.g. by attacks with a number of small UDP packages or TCP-SYN packages. Where the attack is coordinated by a larger number of other systems this is referred to as a Distributed Denial of Service (DDoS). The system has in place measures which permit the empirical recognition of Denial of Service attacks. All Denial of Service attacks are logged. A Denial of Service attack will lead to the immediate blocking of the system without prior warning.

9. SCANNING OF EXTERNAL COMPUTERS

The Scanning of computers refers to the systematic searching for services on this computer with the purpose of detecting weaknesses in the services in order to utilise them for hacking at a later time. The scanning of external computers can lead to a warning being sent to the operator of the service or to the immediate blocking of the server without prior notice according to the seriousness of the infringement.

10. NON AUTHORISED ACCESS OR ATTEMPTS OF HACKING

All nonauthorised or illegal access to IT systems (e.g. "hacking" will lead to the immediate blocking of the server without prior warning.

11. OFFERING OF UNLAWFUL INFORMATION

The offering of unlawful or abusive, pornographic, racist, politically radical, defamatory or offensive information as well as information which contravenes the rights of third parties in whatever form will lead to the immediate blocking of the server

without prior warning.

12. BREACH OF COPYRIGHT ETC.

The Customer is prohibited either from offering or distributing any information which is protected by copyright without lawful authority. The operating of so called P2P exchanges, download services or streaming services over which copyright protected information could be distributed without lawful authority is not permitted. It is also prohibited to make available links which connect to P2P exchanges, download services, streaming services or information provided by them. In case of infringement Fuller Computing reserves the right to remove the server from the network without prior warning and to terminate the agreement.