

## HOSTING TERMS AND CONDITIONS

These conditions apply to all of Hotchilli's Hosting Services.

It is important you read these conditions carefully. If you any questions about these conditions please contact our Support Team at [support@hotchilli.com](mailto:support@hotchilli.com).

These Terms & Conditions explain our responsibilities to you, along with your responsibilities to Hotchilli and to the other users of the service.

If you are a Consumer, you must be 18 years or older to register for the service.

Hotchilli reserves the right to refuse any application for service.

### 1. Use of Service

1.1 The Customer hereby agrees to:

1.2 Refrain from transferring any illegal material to or from other users of the service or the PDN and the other privately owned and operated services to which the Company may from time to time provide access.

1.3. Refrain from sending menacing, offensive, abusive or annoying messages whilst using the service.

1.4 Not divulge their password to any third party and use all reasonable endeavours to keep the same confidential and inaccessible to third parties.

1.5 Keep the Company informed of any change to the Customer's address as set out overleaf and other such information as may effect the payment of charges due.

1.6 Immediately cease to use and return any Internet Addresses allocated by the Company to the Customer on termination of this Agreement.

1.7 Not to announce by any means any and all Internet addresses allocated to or by the Customer as part of an Autonomous System.

1.8 Not to use or permit the usage of the service in an unlawful manner or in contradiction of published legislation and regulations governing the Internet.

1.9 We currently do not allow IRC or IRC bots, eggdrops or BNC to be operated on our servers. We reserve the right not allow clients to install certain chat rooms, some of which tend to be large system hogs. Any chat room software must run without hindering the performance of the machine for others.

1.10 Bandwidth Usage: If the customer exceeds the bandwidth purchased within their hosting package, excess bandwidth will be charged at the prevailing rate.

1.11 If contracted bandwidth is excessively exceeded such that it places an unacceptable burden on The Company's resources, The Company reserves the right to terminate access to the site without notice. Bandwidth usage in excess of 2GB above the contracted rate will be considered as excessive.

1.12 By using/purchasing one of Hotchilli's Hosting Services you would have read/understood and agreed to our Acceptable Users Policy (AUP)

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Hotchilli Internet Solutions, Barrack House, Barrack Square, Chelmsford, Essex CM2 0UU

Tel. +44 (0) 8702 555 555  
Fax. +44 (0) 8702 555 666

[sales@hotchilli.com](mailto:sales@hotchilli.com)  
[www.hotchilli.com](http://www.hotchilli.com)

1.13 Hotchilli may occasionally have to interrupt the service or change the technical specification of the service for operational or planned maintenance reasons, for upgrades or because of an emergency. Hotchilli will attempt to give you as much notice as practically possible of any planned interruption of your service.

1.14 Hotchilli will correct reported faults as quickly as possible. Should you encounter a fault with the service you should report this by phoning Hotchilli Support or if possible make a posting to Hotchilli's Total Control System. Hotchilli will investigate the fault between the hours of 8:30am and 5:30pm Monday to Friday, excluding public holidays. Please note that calls to our Technical Support Team in relation to your Hosting service may cost 50p (fifty) a minute, all calls are automatically terminated after sixty (60) minutes. Please visit <http://www.hotchilli.com/aboutus/contactus.htm> as this will confirm the number for your Hosting Service along with the cost of the call. If you have any doubts about the number to call for support or the costs please e-mail [support@hothilli.com](mailto:support@hothilli.com).

## 2. Fees

2.1 All of Hotchilli's Hosting services come with a minimum twelve (12) months contract. By purchasing a Hotchilli Hosting Service you are agreeing to pay Hotchilli a set up fee and at least 12 (twelve) months subscription charges as described on our Web Site at the time of purchase.

2.2 All payments shall be due to the Company net on presentation of invoice unless otherwise specified on the invoice at the Company's main office or at such other address as may from time to time be specified by the Company in writing. All usage charges shall be payable in full in respect of the month in which the notice to terminate the Agreement expires.

2.3 Interest payable on demand whether before or after judgment shall accrue from day to day on overdue amounts at the rate of 4% above base rate + VAT if applicable

2.4 All fees are subject to change from time to time. In the event of any change you will be notified. Details of any such increase shall be posted in accordance with the process in paragraph 8.1.

## 3. Termination

3.1 You may terminate this agreement after the minimum period of service by giving Hotchilli not less than thirty (30) days written notice. If you wish to the end this agreement before the end of the minimum period or due to any breach of the agreement that causes your service to be ceased. Hotchilli will be entitled to charge you the fees which would have been made payable by you for the balance of the minimum period of service as stated in paragraph 2.1.

3.2 You fail to comply with any of the material terms & conditions of this agreement or breach the AUP in any way.

3.3 It transpires following the agreement date that, for any reason out with the control of Hotchilli, the services will not be able to be provided to you. In the event of termination in accordance with this paragraph Hotchilli shall repay to you any fees which you have paid in advance for the services

3.4 If you choose to cancel the agreement after the order has been submitted by yourself and before the date of install the fees for the minimum period of service could be due, it is recommended that you speak to Hotchilli's Support Team or e-mail them directly for confirmation of any fees that will be due.

## 4. Limitation on Liability

4.1 Hotchilli shall not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or

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4.2 Any loss of goodwill or reputation; or

4.3 Any special, indirect or consequential losses or any destruction or loss of data, in any case, whether or not such losses were within the contemplation of the parties at the date of this agreement, suffered or incurred by that party arising out or in connection with the provision of, or any matter under this agreement.

## 5. Indemnity

5.1 You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from a breach in these conditions by you and any transmission or receipt of any content or message which you have requested or made using this service.

## 6. Personal Details

6.1 Hotchilli may retain your personal data, and you authorise us to use your personal data for the following purposes:

6.2 For the provision of the service to you

6.3 To keep a record for a reasonable period after termination of your service

6.4 For operation and enforcement of these conditions

6.5 For technical maintenance

6.6 To transfer it to another company in the event of a sale of Hotchilli;

6.7 For legal compliance;

6.8 It will always be your responsibility to keep the personal data that you provide to Hotchilli up to date.

## 7. Breach of Conditions

7.1 We shall investigate any suspected or alleged breach of this agreement. We reserve the right to take any action we deem reasonably appropriate and proportionate to the breach of the agreement.

7.2 If we decide that you have breached the agreement, we will use reasonable endeavours to give you notice of our intention to suspend or end the service. If you fail to remedy the breach or we are unable to contact you we reserve the right to suspend or end the service. If we decide the breach is of a serious nature, this may include jeopardising or compromising the security or integrity of our network and serious breach of our AUP, we reserve the right to suspend the service with immediate affect without giving notice whilst details of the breach are investigated further.

## 8. Amendment of These Conditions

8.1 Hotchilli reserves the right to add and/or amend the conditions at any time. If we amend these conditions you will be notified by letter or e-mail advising of the changes thirty (30) days before the amendment is to take affect. If we have not received any communication back from you within this time you will be deemed to have accepted these changes

## 9. EXPENSES OF THE COMPANY

9.1 The Customer shall pay to the Company all costs and expenses (so that any legal fees shall be based on an indemnity basis) incurred by the Company in enforcing any of these Conditions, or exercising any of its other rights and remedies under the Agreement, including (without prejudice to the generality) all costs incurred in tracing the Customer in the event that legal processes cannot be enforced at the address last notified to the Company

## 10. Law and Arbitration

10.1 This agreement is subject to the laws of England under the jurisdiction of the Courts of England and any alteration to part of the agreement shall not invalidate the remainder. This agreement incorporates the provisions for arbitration if any are available under any Code of Practice issued by the Network operator under the provision of its licence. Copyright © 2000 Hotchilli Internet. All rights reserved all trademarks recognised Registered in England and Wales. Registration number: 3428835. VAT Number: 700405691. Registered office: 75 Springfield Road, Chelmsford, Essex, CM2 6JB

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