

DivaWeb Terms & Conditions for Web Hosting Accounts

General Conditions of Use

DivaWeb provide Internet access and use of server space for email accounts and for hosting of web and WAP sites. DivaWeb reserve the right to suspend, restrict or terminate any customer's account where the customer is in breach of this agreement.

Use of Web Hosting Accounts

Accounts are to be used only by the purchaser / purchasing company. Account holders must not resell or give away web / WAP space or email accounts to other parties, other than the acceptance of advertisements. All web and WAP space and email accounts must remain in total control of the account holder.

Prohibited Use

DivaWeb Internet prohibits the use of its servers for:

- Illegal material, such as commercial audio, video or music files or any other copyrighted works, for which the account holder does not have the permission of the copyright holder, or any other material in violation of UK Law
- Adult material, such as pornography, erotic images or otherwise lewd or obscene content
- Racist, defamatory, obscene, indecent or other unlawful material, such as pirated software, ROMS, emulators, instructions or software for phreaking, hacking, password cracking or IP spoofing etc
- Sites engaging in or promoting pyramid sales, Multi-Level Marketing or similar activities
- Engaging in illegal activities

Account holders will not post (nor allow to be posted) web or WAP pages containing such material or links to such material, nor shall they store such material in their server space, nor shall they transmit such material by email or any other means.

DivaWeb reserve the right to determine whether any material or use is prohibited.

DivaWeb reserve the right to remove any such material without warning and suspend or terminate accounts without refund or notice.

Spam (unsolicited email)

DivaWeb prohibits spam (the sending of unsolicited bulk email). DivaWeb will terminate any account, without refund, for which the account holder has sent unsolicited bulk emails.

Payment for Web Hosting Accounts

All web hosting accounts are sold on a one year prepay basis. The full payment for a full year's service is required at the time of placing your order.

The renewal date for accounts will be one calendar year from the date of purchase or the date of previous renewal. Account renewal reminders will be sent by email about one calendar month in advance of renewal date. Payment must be received prior to renewal date.

Failure to pay within these time limits will cause suspension of the account or additional facilities until payment is received.

Upgrading Web Hosting Accounts

At any time, account holders may upgrade their web hosting accounts by purchasing additional facilities. Account holders can choose to have the upgrade take effect immediately or to have it take effect from the renewal date. If from the renewal date, then the renewal invoice will be adjusted to include the upgraded features. If immediate, then the account holder will be invoiced for the upgrades as for a new account, and payment will be due immediately.

Upgrades made part way through the term of the hosting account will be charged at the full rate as if they were ordered as part of the original hosting account. An upgrade made part way through the term of a hosting account will be valid only until the renewal of the hosting account.

Data Transfer (Bandwidth) and System Resources

All web hosting accounts should remain within the agreed data transfer (bandwidth) allowance for the account. DivaWeb accept that there are times when sites may unexpectedly exceed data transfer allowance for short period of time. DivaWeb will not impose any penalty for such breaches of data transfer allowance providing that these breaches are small, are not frequent, and are not sustained. DivaWeb reserve the right to determine what

constitutes small, sustained or frequent breaches of data transfer allowance.

Many domains have to share the various resources (processors, memory, etc.) available on the servers. DivaWeb believe that no single domain should use excessive amounts of resources, as this may jeopardise server performance for the other domains.

In the event that an account is deemed to be using excessive data transfer (bandwidth) or resources, DivaWeb may suggest action to reduce bandwidth or resource use, or suggest moving the website to its own dedicated server.

Account holders may also be subject to additional costs due to excessive data transfer or resource use. These costs will be agreed between DivaWeb and the account holder.

Cancellation, Termination and Refunds of Web Hosting Accounts

All web hosting accounts are for a period of one calendar year from the date of ordering or renewal. Fees are charged on an annual pre-pay basis and are non-refundable.

Account holders may terminate their accounts simply by not using them or by not renewing them. Failure to use or renew an account is deemed to be a termination of customer's choice. No refund will be given where customers terminate or cease to use their account prior to the end of the term of the hosting account.

In the event that DivaWeb finds an account is in breach of the prohibited uses, then that account may be terminated without notice. No refund for the remainder of the year will be given.

UK Customers Only : Under the terms of The Consumer Protection (Distance Selling) Regulations 2000, consumers have a "cooling off" period of 7 working days from the date that the order is placed in which they may cancel orders placed by distance contract. However, this right to cancel does not apply where service provision begins before the end of the cooling off period. All web hosting accounts provided by DivaWeb begin the same day that the order is placed, normally within 2 hours of ordering. **Therefore, the consumer's right to cancel and receive a full refund will not apply once service provision has begun.** Commencement of service will normally be the time at which your account activation notice is sent.

The Consumer Protection (Distance Selling) Regulations 2000 do not apply to business-to-business transactions, nor to transactions with businesses or consumers outside the UK.

Liability

DivaWeb will not be responsible for any loss or damage your business may suffer. DivaWeb make no warranties, expressed or implied, for any services we offer.

Customers shall indemnify and hold harmless DivaWeb from any and all demands, liabilities, losses, costs, and claims, including all legal fees, asserted against DivaWeb and it's agents, customers, officers and employees, that may arise from any service provided or performed or agreed to be performed, or for any product sold by DivaWeb, it's agents, customers, officers or employees.

DivaWeb will not be responsible for any loss or damage caused by infringement of copyright or proprietary rights, supply of defective goods or services, any loss or damage (personal or business), caused by customers of DivaWeb.

Changes and Amendments

DivaWeb reserve the right to amend and/or change these Terms and Conditions without notice.

DivaWeb Terms & Conditions for Domain Name Registration

By registering domain names through DivaWeb, you are entering into contracts not just with DivaWeb, but with the domain registration authorities as well. Your registration of a domain name indicates that you have read, understood and agreed to our domain registration terms and conditions as well as those of the appropriate domain registration authority.

1. All domain names are registered on a first-come, first-served basis. Domain names often appear to be available up to 24 hours following registration. For this reason, DivaWeb make no guarantee that the domain names you have chosen are available and can be registered. You are therefore advised not to take any action in respect to a domain name until full registration has been completed and your details are shown in whois query results.

In the event of a domain registration failure due to the domain name having been registered to another party, DivaWeb will refund payment or offer you the opportunity to select alternative domain names.

2. Under the terms of The Consumer Protection (Distance Selling) Regulations 2000, consumers have a "cooling off" period of 7 working days from the date that the order is placed in which they may cancel orders placed by distance contract. The Consumer Protection (Distance Selling) Regulations 2000 do not apply to business-to-business transactions. The consumer's right to cancel does not apply where goods or services are clearly personalised or made to the consumer's specifications, or once service provision has begun.

Domain names are personalised to the consumer's specifications and service provision will begin from the moment the domain name registration is submitted to the registration authorities. **Therefore, the consumer's right to cancel does not apply and DivaWeb will make no refund for any domain name registration other than as per Clause 1 above.**

3. Domain name registrations are normally completed in about 24 hours, but in some cases, registrations may not be completed for up to 72 hours. The length of time it takes for a domain registration to be completed will depend on the domain registration authority, not on DivaWeb. DivaWeb will not accept any liability for delays in domain registration caused by the registration authorities or by any other party that DivaWeb has no control over.
4. DivaWeb reserve the right to cancel, suspend or refuse registration in the event of some exceptional circumstances, including in particular: if to do so would put DivaWeb in a position which conflicted with statutory obligations, terms of a Court Order, terms and conditions of the domain registration authorities or the laws of England.
5. DivaWeb accept no responsibility for usage of domain names, specifically including where conflict arises with trade marks, registered or unregistered or the right to use a name in any other context. A confirmation of registration is not intended to be evidence of ownership of a particular name.
6. The pricing shown on our website is the total amount you will pay for each domain registration or renewal. Once payment has been made at the prices shown on our website, DivaWeb will make no further charges in respect of those domain names until renewal, except where additional services are required for that domain name. Any such charges will be at our discretion. DivaWeb reserve the right to change pricing for domain name registrations and renewals at any time.
7. You will ensure that you provide accurate contact details for your domain name registration, and that you keep these up to date. Your email address is particularly important as this is where we will send domain renewal information. If you fail to keep your contact details up to date, you may not receive domain name renewal notices and your domain name may not be renewed. DivaWeb will accept no responsibility for your failure to provide and maintain accurate and up to date contact details, or for any losses incurred as a result of the release or non-renewal of any domain names.
8. Domain transfer from another domain host to DivaWeb is free of charge. Any transfer away from DivaWeb will be charged at a nominal £60 to cover all manual tag changes. It is strongly advised that all websites should be backed up prior to transfer. DivaWeb is not responsible for any loss of data during the transfer process. Please send all requests in writing to transfer domains.
9. DivaWeb will send domain renewal notices by email to the email address given as the domain owner / registrant with full instructions for payment of renewal fees. You are advised to renew your domain names as early as possible. Failure to renew your domain name in sufficient time will result in the release of your domain name. DivaWeb can accept no responsibility for the non-receipt of renewal notices nor for any losses incurred as a result of the release or non-renewal of your domain names.
10. All domain registrations are subject to our own terms and conditions as set out in this document, as well

as the terms and conditions of the relevant domain registration authorities as shown below:
[Nominet Terms & Conditions](#) for all .uk domain registrations