



THE SOLUTIONS ON DEMAND GROUP

OUR TERMS OF SERVICE

Solutions on Demand Ltd trading as SOD-IT, Creo Design, The Print Room and The Review issues this document. The company shall be known throughout this document as Solutions on Demand.

Use of Solutions on Demand Ltd service constitutes acceptance and agreement to our TOS (Terms of Service). All service provisions are subject to the TOS (Terms of Service) of Solutions on Demand.

The TOS may be changed from time to time at the discretion of Solutions on Demand. The client understands that changes to the TOS by Solutions on Demand shall not be grounds for non-payment.

Solutions on Demand agrees to provide the client with web hosting services for a monthly or annual fee. Solutions on Demand will never require clients to advertise for Solutions on Demand on their website in any way shape or form unless agreed upon, such as a non-profit organisation receiving complimentary hosting. Clients are allowed to use Solutions on Demand services for personal and/or business/commercial websites or content.

Content:

All services provided by Solutions on Demand may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United Kingdom (or any other country) law is prohibited. This includes, but is not limited to: copyrighted material, material that is threatening or obscene, material that is "adult only" content, or material protected by trade secrets and other statute. The subscriber agrees to indemnify and hold harmless Solutions on Demand from any claims resulting from the use of the service which damages the subscriber or any other party.

Adult Content:

Solutions on Demand does not allow adult membership "xxx" related websites, pornography and sex-related content on its servers. Nor do we allow adult subscription or membership based "pay sites". This includes sexual content, or links to adult content hosted elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited. Solutions on Demand will be the sole arbiter as to what constitutes a violation of this provision.

Educational adult websites, dating sites, and adult e-commerce stores are allowed. If you are in any doubt we strongly recommend checking with Solutions on Demand support before hosting such websites. Solutions on Demand will be the sole arbiter as to what constitutes a violation of this provision.

Some Examples of Unacceptable Content:

- Adult / Pornographic
- Hacking programs / Hacking Archives / Hacking Information
- Warez Sites
- Spam / Spamming Software

Distribution or Transmission of Obscene or Indecent Speech or Materials:

Violation of indecency and obscenity laws can result in criminal penalties.

Intellectual Property Rights:

Material accessible to you through Solutions on Demand's Services may be subject to protection under United Kingdom (or any other country) copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the Solutions on Demand Service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Solutions on Demand Network. If you use a domain name in connection with the Solutions on Demand Service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

SPAM and Unsolicited Email:

Solutions on Demand takes a zero tolerance approach to the sending of Unsolicited Email (SPAM). Very simply this means that Clients of Solutions on Demand may not use or permit others to use our service for sending SPAM Emails. Clients of Solutions on Demand may not host, or permit hosting of, sites or information that is advertised by SPAM from other services. Violations of this policy carry severe penalties, including termination of service.

If a customer is found to be in violation of our SPAM policy, Solutions on Demand may, at its sole discretion, restrict, suspend or terminate a customer's account. In addition, Solutions on Demand may impose a £100 penalty for each spam policy violation. Solutions on Demand solely reserves the right to refuse or cancel service to known

spammers. Lastly, Solutions on Demand reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

"Catch All" Email Accounts:

Solutions on Demand does not allow the use of "catch all" email accounts. This is the practise of anything@yourdomain.com directing all mail to a single mailbox. This practice is out-of-date and causes extreme surges of spam, both for you and for our spam filtering servers. To use an email address you must login to your control panel and create the required mailbox, catch-all mailboxes are banned and if found will be removed without notice or your account disabled.

SpamExperts Spam Filtering Limitations:

Some domain names may receive such a high volume of spam email that it will not be possible for us to provide SpamExperts filtering service to them, due to the extreme usage. While SpamExperts is a dedicated system for handling huge volumes of spam it does have limits. Should the amount of spam or number of mailboxes in use on a domain break what Solutions on Demand believes to be 'fair use' limits for your hosting package then we will inform you that SpamExperts services will not be continued for your domain or an upgrade of package may be suggested to help cover the cost of providing this service.

SpamExperts is only provided for "incoming" email to mail servers hosted within the Solutions on Demand network. We do not provide spam filtering services for mail servers hosted elsewhere, such as Microsoft Exchange, gmail or any other email service not provided by and managed by Solutions on Demand.

Scripting, Applications and Background-running Programs:

We do not allow background-running programs. This includes any IRC related software such as bouncers and bots. We provide a hosting service not a shell service. You are not allowed to compile and run software on our hosting servers.

You are free to use any scripts (such as php, cgi or perl) you wish provided they do not affect the normal operations of the server and they are not mentioned specifically below.

Scripts that are commonly known for causing server disruption include large cgi-based message forums, auctions, galleries, and banner exchanges. In the event a script affects

normal server and/or administrative operations, Solutions on Demand reserves the right to disable the account pending client cooperation and resolution.

Scripts we do not allow include:

- Chat servers/scripts of any kind are strictly prohibited.
- Formmail scripts specifically using the filename "formmail" are prohibited. Formmail and contact forms are acceptable providing the script is not named "formmail" for its filename and providing that you maintain the latest version of the script and it remains secure and un-abused by spammers.

We do allow you to have ONE remote MySQL user if requested. The user must have a fixed, non changing, IP address for us to grant access to. You can request a remote MySQL user via our helpdesk.

Network Security:

Customers may not use the Solutions on Demand Network to attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. Solutions on Demand will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

Cancellations:

Standard Notice Period:

Solutions on Demand has a 30 day notice period for cancellation of your account. Cancellation must be received at least 30 days before your next invoice due date. Solutions on Demand will then stop all recurring payments and you will not be charged again. Any invoices due within the notice period, or overdue invoices on your account must be paid in full prior to cancellation.

Tailored Solutions and non-standard Hardware Notice Period:

Customers on non-standard hardware configurations and custom solutions (such as Load Balancers, SANs, Private Cloud, Customised server configurations and so on) are required to provide 30 days written notice for cancellation of their services. Any invoices due within the notice period, or overdue invoices on your account must be paid in full prior to cancellation.

Changing a domains DNS to another provider or transferring a domain away from Solutions on Demand does not constitute a hosting cancellation request. A cancellation request must be submitted via email and will be confirmed by Solutions on Demand.

The customer acknowledges that, termination of the agreement for any reason will result in Solutions on Demand ceasing to provide the applicable services, with the consequences that flow from such cessation, including (but not limited to), deletion of data .e.g. hosting account(s), mail boxes and backups.

Payment:

Establishment of this service is dependant upon receipt by Solutions on Demand of payment of all stated charges. Subsequent payments are due on a reoccurring date that coincides with the date of signup (monthly or yearly terms).

Service may be interrupted on accounts that fall overdue (Such as insufficient funds to process Direct Debit payment). Solutions on Demand may, at its sole discretion, charge a fee of £15.00GBP to reinstate a suspended account.

When payment is declined from your chosen payment method we will send an email notification and retry payment the following day, this will occur 3 times over a 3-5 day period. After this period if we have not received payment or had notice from you that the due payment is in hand, your account will be suspended or terminated at the sole discretion of Solutions on Demand.

It is very important you keep your email address and telephone numbers on file with us current. Failure to keep us updated with accurate contact information may mean important communications don't reach you, resulting in suspension or termination of your hosting account.

A service charge, equal to the charge incurred by Solutions on Demand, will be charged to your account for each cheque, chargeback, disputed payment, or any other form of payment that is returned to Solutions on Demand unpaid.

Refunds and Disputes:

All payments to Solutions on Demand are non-refundable. This includes any setup fee and subsequent charges regardless of usage. If you dispute a charge that, in Solutions on Demand's sole discretion is a valid charge under the provisions of this TOS, you agree to pay Solutions on Demand an Administrative Fee for costs associated with pursuing that payment.

If you are paying annually for hosting services and cancel early before your 12 months of service is over, we will issue a pro-rata refund for full unused months at time of cancellation. Solutions on Demand does not charge or refund days or part-months.

Solutions on Demand does not offer any kind of "money back guarantee" or initial "trial period".

All domain name registration fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your term. Please be careful when ordering as spelling mistakes and 'typos' cannot be corrected or refunded.

All payments to the bank account of Solutions on Demand confirm you have read and accept our Refunds and Disputes terms of service.

VAT and Payment Currency:

UK and EU clients will be billed in GBP (Pounds Sterling) and prices include VAT. If you are a VAT registered business in another EU member state then you must supply your VAT registration number for VAT to be zero-rated. If your VAT registration number is not supplied or cannot be confirmed as valid then VAT at the UK rate will apply.

Pricing:

Solutions on Demand reserves the right to change the pricing of products and/or services at any time at its own discretion.

Invoicing:

Solutions on Demand does not provide paper or hard-copy invoices. PDF invoices are sent via email.

Domain Name Expiry and Redemption Fee's:

Solutions on Demand is not liable for expiry or loss of your domain name.

Before a domain expires you will be reminded to renew your domain by email to the address we hold on file for you. On the date a domain expires it will be deactivated by the registry, and no longer display your website. Once a domain is deactivated upon expiry you will typically have somewhere between 5 and 30 days to contact us to renew the domain name at our regular renewal rates before it drops into "redemption period" where the cost to renew then increases substantially. Note that some registries (such as .EU) place an expired domain into redemption immediately.

Redemption Period - Once a domain is in the "redemption period" the cost to renew it increases by \$250 USD (approx £179 GBP) +VAT. This is a cost charged by the registry and passed on to you by us. Redemption periods last between 30 and 60 days, and then the domain is released to the public so anyone can re-register your domain and you will lose it.

Domain Transfers:

Any domain name registered by Solutions on Demand (as your registrar) is yours to keep. You can transfer your domain name to a different registrar at any time once the domain is 90 days old - Newly registered domains do have a 90 day waiting period where they cannot be transferred from Solutions on Demand to a different registrar.

The same 90 day 'no transfer' window applies when an expired domain is renewed or restored after being in the registry redemption period. Once 90 days have passed from renewing such domains they are then free to be transferred again.

Premium and Reserved Domains

Some domain names are classed as "premium" by the registries that operate them and although they may show up in availability results they cannot be registered at our usual rates. Similarly some registries reserve domains so they may only be registered under certain conditions that are checked after placing an order. If you attempt to register a domain name that is either premium or reserved then our sales team will contact you as the order may need to be cancelled or further details discussed.

Moving between Solutions on Demand Services:

When upgrading your service with Solutions on Demand if a change in server type is required we can usually extend our free migration service to help make the move as painless as possible.

When downgrading (or making significant and frequent changes) it will not always be possible to offer a free migration service, and reasonable charges will be applicable to migration work where the client does not wish to migrate themselves.

Managed Dedicated & Cloud Servers:

Dedicated & Cloud server customers should also read and agree to the following before signing up for service with Solutions on Demand:

Our dedicated and cloud solutions include server management in the monthly fee. Solutions on Demand defines server management as general maintenance, updates and security hardening of core packages to ensure the server performs as expected. We also include additional administrative duties (such as installing custom server software requirements or accommodating customer requests) of up to 2 hours per month with your server. Additional management work, over this 2 hour inclusive, incurs a service fee based on a £70GBP/hour (+VAT) labour rate, billed in half-hour increments with a half-hour minimum charge.

Dedicated server specifications may vary over time as technology changes and our stocks are sold and replenished. All hardware provided by Solutions on Demand to the customer will be of comparable specification and performance to those shown on the Solutions on Demand website or in any written quotation.

Solutions on Demand will make all reasonable efforts to satisfy the customer's requests for technical and/or administrative changes to the customer's dedicated servers. Certain tasks, such as repairing software/system faults caused by the customer, or installing certain additional software packages, may, at the sole discretion of Solutions on Demand, incur a service fee based on a £60GBP/hour labour rate, billed in half-hour increments with a half-hour minimum charge.

Customers are responsible for and subject to all software vendor licensing terms, conditions, restrictions, and limitations. It is the customer's responsibility to ensure conformance to and abide by the specific terms and conditions of each application's licensing agreements.

Dedicated and Cloud servers come with an included amount of monthly bandwidth. It is possible for your server to utilise more bandwidth than the included amount, it is not a hard quota where the server will stop responding when breached. Additional bandwidth beyond your included quota is charged at a rate of £5 per 10GB. Bulk bandwidth can be purchased in advance at £50 per 1TB per month and is strongly recommended if your server is going to use more than the standard inclusive allowance.

Solutions on Demand does not guarantee the off site backups of your server. We take CDP backups as a precaution but cannot guarantee their availability, usability, or integrity. We schedule 4 backups per day but due to the number of variables which can dictate the speed a successful backup can be obtained it may not be possible to get 4 full backups on any given day, backups are therefore scheduled on a best effort basis which may vary from day to day. Solutions on Demand can accept no responsibility for any loss of data or consequences arising from this. Solutions on Demand always advises clients to take their OWN back ups of all data regularly for your own disaster recovery requirements.

Dedicated & Cloud servers are exempt from the following sections of our normal TOS:

Background-running Programs - You can run background processes on dedicated servers.

Banned Scripts - We do not enforce the banning of any scripts on dedicated servers.

Abuse:

Any attempts to undermine, slander, libel, threaten, or cause harm to a Solutions on Demand server, customer, employee, or the company directly is strictly prohibited and is grounds for immediate termination without refund. In addition, we will pursue all attempts to the fullest extent of the law.

Refusal of Service:

Solutions on Demand reserves the right at its sole discretion to refuse or cancel service. Violation of any of Solutions on Demand's TOS could result in a warning, suspension, or account termination. Accounts terminated due to policy violations will not be refunded. Domains terminated due to policy violations will not be released to the customer.

Information Disclosure Policy:

Solutions on Demand will not otherwise disclose its customers' personal and account information unless Solutions on Demand has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of Solutions on Demand, Solutions on Demand' customers, or others, or where Solutions on Demand has a good faith belief that the law requires such disclosure.

Solutions on Demand also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail, electronic communications, or other electronic data that Solutions on Demand stores or transmits for its customers. The circumstances under which Solutions on Demand will disclose such electronic customer communications or data are when: * it is necessary in order to provide service to the customer * it is necessary to protect the legitimate interests of Solutions on Demand and its customers * it is required to cooperate with dispute policies, court orders, warrants, or other legal processes that Solutions on Demand determines in its sole discretion to be valid and enforceable * it is necessary to provide to a law enforcement agency when the contents appear to pertain to the commission of a crime

Privacy Policy

It is the policy of Solutions on Demand to not disclose any personal information or account data to third parties without prior consent of the individual unless instructed to do so by a court of law or other legal warrant/document.

Solutions on Demand will in the normal course of its business collect personal information from clients and prospective clients, for the purposes of billing, customer service, provision of information, as well as other legitimate business reasons. This information may be stored in a number of ways including electronic and paper formats.

Any person may request a copy of personal information pertaining to themselves, which shall be provided free of charge after reasonable proof of identity. Any personal information held on our systems will be deleted on request and after reasonable proof of identity.

We may also store information about you using cookies which we can later access when you visit our websites at a later date. If you want to delete any cookies that are already on your computer, please refer to your system administrator who will be able to help you locate and remove these cookies. If you want to stop cookies being stored on your

computer in future, please refer to your browser manufacturer's instructions by clicking "Help" in your browser menu. Please note that taking either of these measures may prevent you accessing features offered from our sites.

As with most websites, when you visit one of our sites, we will log your IP address and time of access which may be used later for research or fault investigation processes.

The Data Processing Terms contained in the Addendum shall apply in relation to all processing of data which is undertaken by Solutions on Demand for the Customer.

Complaints Procedure

Solutions on Demand always strives to provide the highest standards of customer service. However, in the unlikely event of you having a complaint we will always do everything possible to ensure it is dealt with quickly and fairly.

Please contact us on the telephone number below to speak to someone from the department you feel is most relevant to your complaint (support, sales or billing).

Email: inbox@sodgroup.co.uk

Telephone: 01560 428 031

If our team are unable to resolve your complaint they will refer the issue to someone at director level. Upon receipt of your complaint the director will investigate thoroughly and respond back to you directly.

If you prefer to put the complaint in writing please use our postal address below:

Solutions on Demand Ltd, 11 Standalane, Stewarton, Ayrshire KA3 5BG

Please include your account domain name and as much detail as possible in your request, so we can fully investigate your concerns before contacting you. Finally, please note that postal complaints may take longer to process and we would always advise customers (wherever possible) to contact us directly by email or telephone.

Indemnification:

Customer agrees that it shall defend, indemnify, save and hold Solutions on Demand (or it's employee's/owners) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Solutions on Demand, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer, it's

agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Solutions on Demand against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Solutions on Demand server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement.

For the avoidance of doubt, the Customer does not indemnify Solutions on Demand for the consequences of any incident related to the processing of data by Solutions on Demand at the behest of the Customer, such incident being in breach of the Data Processing Terms set out in the Addendum to these terms of service or the Applicable Privacy Laws defined in the said Addendum.

Finally, Solutions on Demand wishes to emphasize that in accepting services, customers indemnify Solutions on Demand for the violation of any law or Solutions on Demand policy that results in loss to Solutions on Demand or the bringing of any claim against Solutions on Demand. This means that if Solutions on Demand is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against Solutions on Demand, plus costs and reasonable legal fees.

Disclaimer:

The following provisions set out the entire financial liability of Solutions on Demand (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: any breach of the Contract howsoever arising; any use made by the Customer of the services or any part of them; and any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising in connection with the services.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

Nothing in these Terms of Service excludes the liability of Solutions on Demand: for death or personal injury caused by Solutions on Demand's negligence; or for fraud or fraudulent misrepresentation.

Subject to the two provisions immediately above, Solutions on Demand shall not be liable, whether in tort (including without limitation for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for: loss of profits; or loss of anticipated savings; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

Solutions on Demand's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to a sum equal to the price paid for the Services.

All communications (emails, verbal or written) are between Solutions on Demand and the Client. These communications are private and are therefore not to be shared with any other parties.

This agreement is made between the customer (as specified in the customer details section when placing your order) and Solutions on Demand. If you are purchasing hosting on behalf of another party please ensure you specify the account owners details are sent to the Accounts Department. Solutions on Demand will only be able to communicate with regards to the account with the registered customer and not a third party.

Failure to comply with any of our terms of service will result in grounds for immediate account deactivation or removal.