

Introduction

The following terms and conditions contained below set out the agreement between our Customers and Ripserve Ltd, and the provision of the use of the service.

The failure of Ripserve to enforce any term or right quoted in the following terms and conditions should not be deemed as a waiver of the right to enforce such terms and conditions in the future.

Charges & Conditions of Sale

Charges are payable quarterly in advance, unless agreed otherwise. Ripserve may alter any of its charges at any time by giving notice of the change by post or email at least one month before the new charges are levied against the Customer.

Access Restrictions

Ripserve may occasionally restrict access to the service to allow for repairs, maintenance or the introduction of new services or facilities. After any such restriction Ripserve will restore the service as soon as practicable.

Security

Customers agree to take all necessary steps to ensure that all passwords are kept confidential, secure and used properly. Customers are responsible for the security and proper use of their passwords provided in connection with the service. Customers agree not to share with any third party.

You agree to inform Ripserve immediately if you have any reason to believe that your password has become known to an unauthorised third party, or if the password is being, or is likely to be, used in an unauthorised manner.

Electronic Mail

Any substantial abuse of the electronic mail service will render your Ripserve service void. Under these circumstances we reserve the right to terminate your service without prior warning and without refund. The Customer is responsible for any material transferred using their account details.

Ripserve cannot be held liable for the loss or delay of any electronic mail, incoming and outgoing.

Ripserve reserves the right to remove or deny access to web space that contains any unauthorised material without notice.

The Customer is responsible for information or data placed within their web space and agrees to accept liability for any legal actions that arise.

Refunds & Quality of Service

In the event that the customer becomes dissatisfied with the service and wishes to seek a refund, the customer must give adequate notice and opportunity to resolve the problem. Should a justified complaint relating to applicable services remain unresolved then, subject to these terms and conditions, Ripserve will refund charges for any unused period without admission or liability.

Termination

All fees are charged quarterly and in advance. In the event of a contract being cancelled no refund of fees already paid will be made.

Service Level Agreements

In the event that a website is not available for a period of 3% or more of the overall quarterly period, then a refund of 30% of the quarterly hosting fee will be made, without admission or liability.

Legal Action

The Customer agrees to take responsibility for any views that they express, or material that they may publish on the internet using the service. This includes, but is not limited to, email, newsgroups, internet chat, web space and bulletin boards.

The Customer is required to notify Ripserve immediately should any third party bring, or threaten to bring, legal proceedings against them relating to the use of our service. Further, the customer agrees to immediately refrain from the act that is the subject of the claim or legal proceedings. If Ripserve asks you to, you agree to confirm the details of any claim or legal proceedings in writing.

Obligation, Indemnity & Liability

Ripserve has taken all reasonable care to ensure that the information contained in its promotional literature is accurate. Ripserve operates a policy of continual improvement that means that the specification of the service may alter from time to time.

Ripserve has no obligation, duty or liability in contract for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care. Ripserve will use all reasonable efforts to consistently provide a fast and reliable service. In any event, Ripserve undertakes no liability whatever for any interruptions to the service, or loss of data resulting from delays.

In no event shall Ripserve, or any of our employees or officers be liable to any party for direct, indirect, special, incidental, or consequential damages arising out of the use of this service, or any documents delivered by it, even if Ripserve has been advised of the possibility of such damage.

The Customer agrees to indemnify Ripserve and its' sub-contractors against claims, legal proceedings including but not limited to claims involving defamation and intellectual property, infringement, and expenses including legal fees arising from use of the service which are brought or threatened against Ripserve by another person or entity.

Ripserve shall not be held liable for the restriction of service due to circumstances out of its control, including acts of God, fire, lightning, flood, explosion, war, civil disorder, industrial disputes (whether or not involving Ripserve employees) or acts of Government, or other competent authorities.

Ripserve is unable to exercise control over material transmitted over the internet, and hereby excludes all liability of any kind for the reception by the customer of offensive, threatening or obscene material or material in breach of copyright, or applicable laws.

All customers acknowledge that Ripserve is not liable in contract, tort (including negligence), or otherwise for the acts or omissions of other providers of telecommunication services, or for faults or failures of their apparatus. Ripserve is not liable in contract, tort or otherwise for direct or indirect loss of business, revenue, profit, savings, wasted expenditure, corruption or destruction of data or any indirect or consequential loss whatsoever.

Ripserve specifically disclaims any warranties including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The service provided hereunder is provided on an as is basis, and Ripserve has no obligation to provide maintenance, support, future access, enhancements or modifications.