

# Terms of service Cobweb Services

## General terms and conditions

### Server use

Cobweb Services reserves the right to refuse service and /or access to its servers to anyone.

Cobweb Services do not allow any of the following content to be stored on its servers:

**Illegal Material** - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.

**Adult Material** - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Cobweb Services Group

**Warez** - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

### Support for work undertaken/Hosting Support

Our policy is that all work must be signed off complete by the client, any errors caused by user error, virus interrogation, corruption, will be charged at an hourly rate coding errors detected will be corrected for the client Free Of Charge, Cobweb Services decision on this matter is final. All Technical Support queries relating to email, server problems or domain registration are to be Routed to [support@cobwebservices.com](mailto:support@cobwebservices.com) will be always respond to technical issues relating to the above within 24 Hours of receipt. **ALL correspondence will be made by e-mail.**

### Unlimited use policy

**High bandwidth usage:** Cobweb Services offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, Cobweb Services may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, Cobweb Services reserves the right to impose the High Resource User Policy for the consideration of all customers.

### High resource use policy

Resources are defined as bandwidth, processor utilization or disk space.

Cobweb Services may implement the following policy to its sole discretion:

When a website is found to be monopolising the resources available Cobweb Services reserves the right to suspend that site immediately. This policy is only implemented in

extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Cobweb Services continues hosting the website for an additional fee.

### **Website Copyright**

Cobweb Services does not prepare copy for web site. If the services of a copy writer are required for the site Cobweb Services would recommend that the client employs the services of a professional copywriter with experience of writing for websites.

### **Search Engine Placement**

A search engine placement service is not included in the web site design costs and where appropriate is detailed separate with the relevant costs in the customer proposal.

### **Payment policies**

All accounts are set up on a prepay basis. Although Cobweb Services reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Payment is due every 30days, following the date the account was established. Customers will automatically be charged again at the end of their prepay period unless closure notification has already been given 28day in advance.

In situations where the account is not paid Cobweb Services will immediately suspend the service until the outstanding charge is received . In addition, Cobweb Services reserves the right to suspend other services until the outstanding debt is cleared. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

All payment is in UK sterling.

### **30 day trial**

For customers opening their first account the initial 30 days are available on a trial basis. For special promotions offered at discounted prices the trial period is limited to the initial 7 days. Customers will not be entitled to this benefit if they have previously had an account with Cobweb Services unless the period of absence has been greater than one year. New customers will not be entitled to a trial period if any account has previously been created at the same postal address within the same 12 month time span.

### **Personal Control Panels**

Cobweb services hold no responsibility whatsoever for user error relating to personal control panel access,

### **Cancellation and refunds**

Cobweb Services reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes Cobweb Services' terms of service a refund will not be issued in the event of a cancellation.

Customers may cancel their account at any time. During the initial 30 day trial period customers who wish to cancel will be entitled to a full refund for their hosting fees only, but will not be entitled to a refund for any additional services purchased. Any incentives offered to customers when opening the account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives in the result of a cancellation.

Fees charged on a prepay basis are non-refundable. Once the initial trial period has expired customers are not entitled to receive a refund unless the service is cancelled by Cobweb Services. In addition some accounts incur set-up fees, these charges are also non-refundable.

### **Indemnification**

Customer agrees that it shall defend, indemnify, save and hold Cobweb Services harmless from any and all demands, liabilities, losses, costs and claims, including reasonable solicitor fees asserted against Cobweb Services, 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, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Cobweb Services against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Cobweb Services' server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Cobweb' server.

### **Disclaimer**

Cobweb Services will not be responsible for any damages your business may suffer. Cobweb Services makes no warranties of any kind, expressed or implied for services we provide. Cobweb Services disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by Cobweb Services and its employees. Cobweb Services reserves the right to revise its policies at any time.

**Please note:** by signing up for any of our hosting services website creation, database creation, web tools you agree to be bound by all Cobweb Services terms and conditions.