

Terms and conditions

Internet Services-PSE.com is a provider of high-quality internet hosting services in the UK.

The Customer is deemed to accept all clauses within this Agreement upon the Commencement Date. The Customer agrees to be bound at all times by this Agreement, our Acceptable Use Policy, and by any other documents incorporated into this Agreement by reference herein. Internet Services-PSE reserves the right to review and modify the terms and conditions of this Agreement from time to time when it sees fit to do so.



This Agreement is divided into 24 Clauses:

- [Clause 1 - Definition and Reference](#)
- [Clause 2 - General Terms and Conditions](#)
- [Clause 3 - Supply of Services](#)
- [Clause 4 - Charges and Payment Terms](#)
- [Clause 5 - Customer's Obligations](#)
- [Clause 6 - Acceptable Use Policy](#)
- [Clause 7 - Domain Name Registration and Domain Dispute Policy](#)
- [Clause 8 - Money Back Guarantee](#)
- [Clause 9 - Confidential Information](#)
- [Clause 10 - IP Address](#)
- [Clause 11 - Intellectual Property](#)
- [Clause 12 - Liability](#)
- [Clause 13 - Cancellation Rights](#)
- [Clause 14 - Data Protection](#)
- [Clause 15 - Complaints](#)
- [Clause 16 - Force Majeure;](#)
- [Clause 17 - Termination;](#)
- [Clause 18 - Effects of Termination;](#)
- [Clause 19 - Notices;](#)
- [Clause 20 - The E-Commerce Regulations 2002](#)
- [Clause 21 - Assignment](#)
- [Clause 22 - Third Party Rights](#)
- [Clause 23 - Severability](#)
- [Clause 24 - Jurisdiction](#)

Clause 1 - Definition and Reference

Agreement

These Terms and Conditions and all documents incorporated by reference herein.

Additional Charges

Charges payable by the Customer to Internet Services-PSE (IS-PSE) after the Commencement Date for: (i) any additional Services that the Customer orders, (ii) Third Party Software that IS-PSE supplies to the Customer upon request, or (iii) for applicable Bandwidth Surcharge Costs.

Bandwidth Surcharge Costs

An extra charge payable by the Customer to IS-PSE for additional data transfer volume over and above the preset limit for the applicable Services used by the Customer, and as published on the Website.

Business Days

A day which is not a Saturday or Sunday or public or bank holiday in England and Wales.

Charges

Payment for Services ordered, inclusive of any Set-up Fees that may apply, due from the Customer to IS-PSE under this Agreement, and as set out on the Website or at the time of the Order and in the Service Confirmation.

Commencement Date

The date of receipt by the Customer of a Service Confirmation confirming IS-PSE's acceptance of the Order.

Commencement Period

The first twelve (12) calendar months of the supply of Services to the Customer starting from the Commencement Date.

Computer Virus(es)

Any computer software on any computer or digital media that destroys, corrupts, alters, damages Data Material, for example worms, trojan horses, parasite virus, bomb virus, boot virus, program virus, multipartite virus, stealth virus, polymorphic virus, macros virus, subseven or any other types of virus as defined by the computer community world-wide from time to time.

Confidential Information

All information which the Parties consider confidential and/or proprietary and which the Party receiving the information acquires including, but not limited to: tangible, intangible, oral, visual, electronic, present, or future information howsoever and whensoever acquired. This includes (without limitation) information acquired by post, fax, e-mail, by text message (SMS) or by visual inspection during any tours or visit of IS-PSE's facilities or premises, such information to include, without limitation:

1. trade secrets (whether or not subject to or protected by copyright, patent, trademark (registered or unregistered));
2. financial information, including but not limited to pricing;
3. technical information, including but not limited to research, development, procedures, algorithms, data, designs, and know-how; and
4. business information, including but not limited to operations, planning, marketing interests, and products.

Correspondence Address

50 Main Road, Hockley, Essex SS5 4QS.

Credit/Debit Card

Any credit card or debit card issued by financial institutions which is acceptable to IS-PSE and includes (without limitation), MasterCard, Maestro, Visa Debit and Visa cards.

Customer

The Person, Persons or business entity requesting the Services under this Agreement.

Internet Services-PSE

Internet Services-PSE is wholly owned by pseaster.com

Data Material

Distinct pieces of machine readable information which can be in the form of images, text (on websites and e-mail), software, collection of software codes and scripts, and any other machine readable information used in connection with the Services by the Customer or as supplied by IS-PSE.

Force Majeure Event

An event or circumstance beyond the reasonable control of that Party, including (without limitation) any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightening or fire, strike, lock-out or trade dispute or labour disturbance, the act or omission of government, highway authorities or any telecommunications carrier, operator or administrator or other competent authority, the act or omission of any ISP, war, military operations, acts of terrorism or riot, delay in manufacture, production or supply by Third Parties of equipment or services.

Hosting Period

The period for which the Customer has paid for Services based on the Payment Frequency selected by the Customer.

Intellectual Property Rights

Any registered or unregistered intellectual property rights located or situated in any part of the world, including but not limited to trade secrets, trade marks, service marks, trade names, goodwill, patents, design rights, copyrights, database rights, topographical rights, know-how, moral rights, rights in inventions and ideas and rights to confidence together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights.

Money Back Guarantee

A commitment by IS-PSE to reimburse sums paid by the Customer in accordance with Clause 8 of this Agreement.

Money Back Guarantee Period

The period during which a valid claim for a Money Back Guarantee can be made by a Customer, as stated on the Website at the time of the Customer's Order.

Naming Authority

The official organisation or accredited registrars responsible for the registration and maintenance of domain names within TLD specific zones: Nominet for all .uk domains (<http://www.nominet.org.uk>); ICANN for .com, .net, .org, .info, .name, .biz, (<http://www.icann.org>); EURID for .eu (<http://www.eurid.eu>); CentralNIC for .uk.com, .gb.com, .cc .tv (<http://www.centralnic.uk.com/>).

Network Infrastructure

IS-PSE's servers, computers, storage devices and media, or any other equipment it so uses on its networked LAN or WAN for providing Services to the Customer.

Order

A request made by the Customer to IS-PSE for Services to be supplied subject to this Agreement.

Outstanding Charges

Payments for Services rendered owed by the Customer to IS-PSE and which remain unpaid by the Customer.

Party / Parties

IS-PSE and/or the Customer.

Payment Frequency

The frequency of payment by the Customer to IS-PSE for Services rendered by IS-PSE to the Customer, as selected by the Customer: typically monthly, yearly or 2 yearly in advance.

Service Confirmation

A service confirmation sent by IS-PSE to the Customer acknowledging the Customer's Order, and which may be submitted to the Customer via e-mail, or postal letter, or any other form that is in effect at the time of Order.

Service Period

The period between the Commencement Date and the date upon which this Agreement is terminated in accordance with the provisions of this Agreement.

Services

The provision of services related to internet connectivity, co-location, dedicated-server and virtual private server, shared virtual web and e-mail hosting, domain registration and any other hosting and non-hosting products and services that IS-PSE may offer to the Customer from time to time.

Support Operational Hours

The operational hours under which IS-PSE's support staff are available to the Customer to provide support and which are available at the following web site address: <http://www.internetservices-pse.com/support/>.

Third Party Software

All software that is identified by IS-PSE as belonging to a Third Party.

Third Party

A Person who is not a party to this Agreement.

VAT

Value Added Tax, currently at seventeen and a half percent (17.5%).

Website

IS-PSE's main web site located at: <http://www.internetservices-pse.com/>

1.2 Interpretations and Reference

1.2.1

In this Agreement words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

1.2.2

The words "include", "included", "includes", and "including" are to be construed without limitation.

1.2.3

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.2.4

"Clauses" are referenced to clauses to this Agreement.

1.2.5

"Persons" include a reference to person, individual, corporate, unincorporated association or partnership, firm, State or Agency of the State or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists.

1.2.6

References to a statute, statutory instrument, regulation, order or licence is a reference to that statute, statutory instrument, regulation, order or licence as substituted, varied or re-enacted from time to time, unless the context otherwise requires.

2 General Terms and Conditions

2.1

The terms of this Agreement do not affect the Customer's statutory rights under applicable consumer protection legislation (where the Customer deals as consumer), as amended from time to time, including the:

2.1.1

The Supply of Goods and Services Act 1982;

2.1.2

Unfair Contract Terms Act 1977 and Unfair Terms in Consumer Contracts Regulations 1999; and

2.1.3

The Consumer Protection (Distance Selling) Regulations 2000.

2.2

Any failure or delay to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

2.3

The Clauses within this Agreement shall apply and be incorporated into any Agreement between the Customer and IS-PSE relating to the supply of Services ordered by the Customer. This Agreement is not an offer to provide the Services, rather it is a statement of the terms under which the Services ordered by the Customer from IS-PSE will be supplied to the Customer by IS-PSE. The Agreement shall apply to all Customers with no variation or addition by the Customer unless first agreed in writing in advance with IS-PSE.

2.4

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications.

2.5

The Customer acknowledges that the Customer has relevant experience and knowledge of the internet, its function, the various Third Party Software used for the internet, and the Services provided by IS-PSE in connection with this Agreement and that IS-PSE has no obligation to:

2.5.1

train the Customer to use any of the Services supplied by IS-PSE;

2.5.2

treat, validate, manipulate, handle or change any Data Material which the Customer is using or intending on using with the Services supplied by IS-PSE; nor

2.5.3

scrutinise, nor determine the suitability, usability, legality, or erroneous nature of such Data Material.

2.6

The Services provided by IS-PSE under this Agreement are delivered on the internet and, as such, the Customer acknowledges that, due to the nature of the internet and any services supplied on it, these Services are neither guaranteed to be uninterrupted nor error-free.

2.7

IS-PSE shall use reasonable care and skill in providing the Services to the Customer and the Customer acknowledges that the Services shall be subject to: (i) routine maintenance from time to time, and (ii) emergency maintenance when it necessitates in order to ensure consistent high performance of the Services for the Customer.

2.8

Without prejudice to IS-PSE's other rights and remedies, IS-PSE shall not be liable for any failure to provide any Services to the Customer as a result of any breach of this Agreement by the Customer, or the Customer's employees, agents, affiliates, or sub-contractors.

2.9

To the fullest extent permitted by law, and unless stated within this Agreement, IS-PSE gives no warranty or representation, express nor implied, that the Services supplied shall: (i) meet the Customer's requirements or needs; nor (ii) be timely, accurate, complete, secure, error-free or provided on an uninterrupted basis. The Customer acknowledges that it has taken independent advice and is acquiring the Services from IS-PSE on an "as is" and "as available" basis.

2.10

To the extent permitted by law, IS-PSE shall not be liable to the Customer unless stated otherwise in this Agreement and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise to the Customer.

2.11

Links to, content from and other value-added products from Third Party websites are provided by IS-PSE on its Website solely for the Customer's convenience or to enhance the Services supplied by IS-PSE. If the Customer uses such links or products, the Customer is leaving the Website. IS-PSE does not review all of these Third Party websites and does not control and is not responsible for these websites, their content or availability. IS-PSE does not make any representations about such Third Party websites, or any material found on such Third Party websites, or any results that may be obtained from using them. If the Customer decides to access any of the Third Party websites linked to the Website, the Customer does so entirely at its own risk.

3 Supply of Services

3.1

This Agreement is concluded when the Customer places an Order for Services with IS-PSE and makes payment for such Services on the Website.

3.2

The Customer's Services shall be activated upon the date when the Service Confirmation is sent by IS-PSE to the Customer.

3.3

IS-PSE shall supply the Services to the Customer in accordance with this Agreement, as soon as it is reasonably practicable and with all reasonable endeavours to do so in a timely manner. IS-PSE shall not be liable to the Customer should it fail to meet any timescale expectation of the Customer.

3.4

IS-PSE shall inform the Customer of any delays to the Services as soon as it is reasonably practicable and shall provide the Customer with the possibility of a full refund of any Charges already paid by the Customer for Services rendered where it is unable to deliver the Services within thirty (30) days from the Commencement Date.

3.5

IS-PSE shall not supply any Services which are not published on the Website or without prior written confirmation from IS-PSE to the Customer, and shall not be liable for any losses the Customer may suffer as a result.

3.6

IS-PSE may, at the time of the Customer's Order, or from time to time and at short notice, modify, substitute, update, or change any part of its Services, including software and equipment, to the Customer as long as this does not materially affect the performance of such Services and shall use reasonable endeavours to give the Customer advance notice when reasonably practicable to do so.

3.7

Services from IS-PSE are supplied for the initial Hosting Period requested in the Order, whereafter this Agreement may be renewed for further Hosting Periods, as explained in Clause 4.3 below.

3.8

This Agreement terminates when the Customer ceases payment for Services for any Hosting Period from IS-PSE, or otherwise in accordance with the Termination provisions at Clause 17 of this Agreement.

4 Charges and Payment Terms

4.1

All Charges quoted are exclusive of VAT unless otherwise stated.

4.2

Charges and Additional Charges for all Services are payable in full and in advance.

4.3

All services will renew until cancelled by the customer. internetservices-pse.com will email a renewal reminder to the customer email address associated with the account, prior to renewal of services. The customer is responsible for cancelling the service prior to renewal if the service is no longer required, as no refund can be given once a renewal has occurred. Customers must notify internetservices-pse.com at least 72 hours before a service is renewed if they wish to cancel that service. The cancellation process must be fully completed by the customer before the account is cancelled. The customer is responsible for ensuring up-to-date contact and payment details are stored in their internetservices-pse.com account.

4.4

Upon receipt of a renewal the customer will be sent a VAT receipt from internetservices-pse.com summarising charges paid and services due under this agreement for the next Hosting Period.

4.5

IS-PSE shall not offer credit facilities to Customers for any Services supplied.

4.6

The Customer shall be responsible for any and all expenses incurred by IS-PSE in addition to any Outstanding Charges and shall pay interest on them (before and after judgement) at an annual rate of 5% above the base lending rate of Barclays Bank plc calculated daily until payment is made in full.

4.7

IS-PSE shall only accept payment of any Charges or Additional Charges by the Customer by a valid Credit or Debit card or any other payment method as specified on the Website from time to time.

4.8

The Customer acknowledges that the Charges or Additional Charges are exclusive of any telecommunication charges, including connectivity to the Internet. All telecommunication charges incurred by the Customer in connection with the use of the Services remain solely at all times the responsibility of the Customer. IS-PSE does not accept liability or responsibility for any such charges.

5 Customer's Obligations

5.1

The Customer warrants that he/she shall:

5.1.1

be responsible for keeping a frequent and secure offsite back-up copy of all their Data Material used with IS-PSE's Services, in addition to any back-up services provided by IS-PSE;

5.1.2

ensure that all passwords and login details for any Services received from IS-PSE are kept securely and confidential, and if the Customer becomes aware of any unauthorised use or access of any Services, to promptly notify IS-PSE in addition to changing any passwords to the relevant Services, if possible, and as soon as is practicable;

5.1.3

ensure that any Data Material used in conjunction with any Services are regularly: (i) tested for Computer Viruses; or (ii) updated with any security patches or any other patches to its Data Materials when necessary.

5.1.4

be liable for any damages or costs that may arise as a result of the Customer's breach of this Agreement;

5.1.5

diligently and regularly monitor its bandwidth usage to ensure that it is not breaching the bandwidth restrictions on certain Services that IS-PSE supplies, and shall be responsible for paying for any Bandwidth Surcharge Costs that may be levied in the event of breaching any such restrictions;

5.1.6

ensure that the Customer's information provided to IS-PSE and that IS-PSE holds securely on its records are always up-to-date and shall promptly notify IS-PSE in the event of any changes, in particular, as regards any changes to the Customer's full contact address, contact telephone numbers, contact email addresses, billing details such as credit cards or banking details for account maintenance purposes;

5.1.7

obtain any insurance that may be required for the provision of Services and supply a copy of the relevant insurance confirmation certificate, as requested by IS-PSE;

5.1.8

use IS-PSE's Services for legitimate and lawful purposes only;

5.1.9

allow IS-PSE access to the Customer's Data Material to check for any infringements of the Customer's obligations under this Agreement, and, when the situation necessitates, to remove or disable any such infringements from time to time;

5.1.10

allow IS-PSE access to the Customer's Data Material where such Data Material is disrupting the Network Infrastructure or the Services provided to the Customer and/or other customers of IS-PSE, in order to remedy the situation, for example, by removing or disabling such Data Material;

5.1.11

act responsibly and not bring IS-PSE into disrepute;

5.1.12

ensure that it complies at all times with all relevant laws and obligations, including but not limited to the Data Protection Act 1998 and any applicable licence requirements under the Communications Act 2003, and all related laws in any territory in which the Customer is situated or in which the Customer's website may be accessed or made available. IS-PSE shall have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations;

5.1.13

indemnify IS-PSE, its officers, partners, employees and agents, without prejudice to any other rights IS-PSE enjoys, against all claims, losses, liabilities, expenses, fines and penalties of whatsoever the nature may be, that are incurred, levied, presented or imposed by any relevant authority, regulatory body, individual, court of law or party as a result of a breach by the Customer of this Agreement;

5.1.14

indemnify IS-PSE, its officers, partners, employees and agents, without prejudice to any other rights IS-PSE enjoys, against all loss of revenue or value, business profits, indirect or consequential loss, costs and expenses arising from any failure by the Customer in using the Services, howsoever arising and in accordance with this Agreement.

5.1.15

actively and regularly manage their SPAM mail folder, the mail folder where IS-PSE 's anti-spam software filters off any unsolicited commercial email and to ensure that the customer deletes frequently any emails that resides in this folder or move wanted mail to their inbox for back up. IS-PSE reserves the right to delete automatically, and without notice, any emails inside a Customer's SPAM mailbox that is older than a month or if large volumes of SPAM mail received by the Customer is causing disruption to IS-PSE Network Infrastructure.

6 Acceptable Use Policy

The Customer further warrants that he/she shall not:

6.1

send, receive, download, post or otherwise use excessively large volumes of Data Material, which may disrupt the Network Infrastructure and Services provided to the Customer and to other Customers to which IS-PSE may supply Services, including, without limitation, common gateway interface ("cgi") scripts utilising excessive amounts of the computer central processing unit ("cpu") and hard-disk read/write functions;

6.2

send unsolicited (spam), offensive, indecent or abusive e-mails;

6.3

send e-mails for the purpose of committing fraud, phishing, or with the intention of committing a criminal offence;

6.4

use the Services in any manner to publish, link, or display unlawful material (as defined by English law and publication regulations or as defined by the laws and regulations of the Customer's location, situated or resident) and any other material that are pornographic, malicious, abusive, or which encourage acts of violence or terrorism, slander, defamation, or which are in breach of IS-PSE or any Third Party's Intellectual Property Rights, or which aid the distribution of Computer Viruses or warez;

6.5

send, transmit, make available, copy, retransmit, broadcast or publish (whether directly or indirectly) in whatever form any Data Material or other data, information or contractual rights, material or statement which infringes the Intellectual Property Rights or contractual or statutory rights of any Person or legal entity or the laws or statutory regulations relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available;

7 Domain Name Registration and Domain Name Disputes

7.1

The Customer acknowledges that, whilst IS-PSE shall use its reasonable endeavours to successfully register the requested domain name(s) on behalf of the Customer, IS-PSE shall not be obliged to accept any request to register or continue to process any registration of a domain name.

7.2

The Customer agrees that the domain name(s) requested for registration by IS-PSE or any other domain name which the Customer uses in association with any Services provided by IS-PSE shall not infringe any Third party rights or Intellectual Property Rights.

7.3

The Customer shall, at all times when using Services provided by IS-PSE, abide by all the terms and conditions of the respective [Naming Authority](#).

7.4

IS-PSE does not accept any responsibility nor does it make any warranty that the domain name(s) requested for registration by the Customer through IS-PSE shall be accepted by the respective Naming Authority nor available for registration by the Customer or any other Persons for whatever reason and IS-PSE shall not be liable whatsoever for any costs that the Customer may incur if the request for the registration of such domain name(s) is unsuccessful.

7.5

IS-PSE 's obligations in relation to domain name registration shall be limited to forwarding the application to the relevant Naming Authority, providing reasonable administration services in relation to the application and notifying the Customer of the result of the application within a reasonable period after receipt by IS-PSE of the result of the application from the relevant Naming Authority.

7.6

IS-PSE shall not accept responsibility for any liability to any Third Party as a result of the requested registration of a domain name(s) by the Customer, or any other domain name(s) used in conjunction with any Services by the Customer, where such use or registration is in breach of any Third Party's Intellectual Property Rights.

7.7

IS-PSE reserves the right, at its sole discretion, to suspend, postpone or cancel any request to register a domain name(s) in the event that:

7.7.1

the Customer has materially breached this Agreement or where IS-PSE believes that it is the Customer's intention to breach this Agreement; or

7.7.2

there are Outstanding Charges.

7.8

The Customer acknowledges that, should any disputes arise out of the registration of any domain name(s), IS-PSE is acting under instruction by the Customer and therefore the Customer shall resolve any disputes in accordance with the respective Naming Authority's dispute resolution policies:

7.8.1

Nominet - <http://www.nominet.org.uk/disputes/> - for all .uk domains;

7.8.2

ICANN - <http://www.icann.org/udrp/> - for .com, .net .org, .info, .biz, .name, .tv, and .cc; and

7.8.3

Central NIC - <http://www.centralnic.com/support/dispute> - .uk.com, .uk.net, .gb.com, .gb.net, .de.com, .us.com, .eu.com.

7.8.4

MOBI domains - <http://www.icann.org/udrp/udrp.htm>

8 Money Back Guarantee

8.1

IS-PSE shall provide the Customer with a Money Back Guarantee on its Services in order to ensure Customer satisfaction. IS-PSE shall not accept claims that fall outside the Money Back Guarantee Period.

8.2

The Money Back Guarantee is limited to the cost of hosting and does not include costs incurred for any domain name(s) registered for the Customer nor any Helping Hand Service or Custom Work Order take out during the Money Back Guarantee Period, nor any excess Bandwidth Surcharge Costs that may have been incurred during the Money Back Guarantee Period.

8.3

Save in respect of the Money Back Guarantee and the cancellation rights set out in Clause 13, Customers are not entitled to a refund, whether pro rata or otherwise, if they cancel this Agreement prior to the end of any Hosting Period.

9 Confidential Information

All Confidential Information of either Party disclosed to or discovered by the other Party as a result of the provision of the Services shall be regarded as disclosed in confidence and shall only be used in connection with the performance of the Parties' obligations under the Agreement. The Confidential Information shall not be passed on to Third Party and/or in any way be made use of at any time either during or after the termination of this Agreement, save with the prior written consent of the Party concerned or where the Confidential Information has already entered the public domain (otherwise than through the unauthorised disclosure by the other Party).

10 IP Address

10.1

The Customer has no right, title or interest in the IP address allocated to the Customer by IS-PSE, and any IP address so allocated is allocated as part of the Services and is not portable or otherwise transferable by the Customer in any manner whatsoever.

10.2

If an IP address is renumbered or reallocated by IS-PSE, IS-PSE shall use reasonable endeavours to avoid any disruption to the Customer.

10.3

The Customer shall have no right, title or interest to the IP address upon termination of this Agreement, and the acquisition by the Customer of a new IP address for the website following termination of this Agreement shall be the exclusive responsibility of the Customer.

11 Intellectual Property Rights

11.1

All Intellectual Property Rights relating to the Services provided by IS-PSE are and shall remain vested in IS-PSE at all times for the Service Period and shall continue after the termination of this Agreement.

11.2

Nothing contained in this Agreement shall be construed as conferring upon the Customer any license or right, by implication, estoppel or otherwise, under copyright or any other Intellectual Property Rights.

12 Liability

12.1

Nothing in this Agreement shall exclude or restrict IS-PSE for liability in respect of the death or personal injury or fraud resulting from the negligence of IS-PSE, its employees or agents.

12.2

The Customer agrees and acknowledges that it is fully responsible for complying with any applicable local laws when accessing the Services supplied by IS-PSE, irrespective of the location or country from which the connection to the Services originates.

12.3

IS-PSE has the right to pursue its Customer for any Outstanding Charges or in the event of insolvency, or the passing of a resolution for the winding up of the Customer. IS-PSE reserves the right to pursue the receiver, liquidator, manager, administrator or administrative receiver appointed to handle all or parts of the assets of the Customer.

12.4

IS-PSE 's maximum liability for any claim against IS-PSE by the Customer under this Agreement, is limited to the total Charges and Additional Charges paid by the Customer for the specific Services related to the claim in the preceding twelve (12) months commencing from the date of the claim (excluding VAT and out of pocket expenses).

13 Cancellation Rights

13.1

Any Customer buying as a consumer has the unreserved right to cancel this Agreement at no cost and without any reason within seven (7) days from the date of receipt of the Service Confirmation.

13.2

The Customer may exercise the right of cancellation by notifying IS-PSE in writing by post, by fax or by telephone, in accordance with Clause 19.

13.3

The Customer agrees that the Customer shall no longer have this cancellation right once IS-PSE has commenced provision of the Services.

14 Data Protection

14.1

All information, mail messages and other data stored on IS-PSE's computer system shall be treated as private and solely the property of the Customer at all times and shall not be duplicated, copied, reproduced or viewed publicly in any way except with express or implied permission of the Customer and/or for the purpose of the Customer's back-up services and/or providing the Customer with the Services and/or for IS-PSE's own internal purposes such as market research.

14.2

IS-PSE expressly points out to the Customer that by entering into this Agreement the Customer acknowledges that once the Customer's unencrypted Data Material passes on to the internet, it is not secure and is open to unscrupulous use. IS-PSE cannot accept responsibility or liability for any data or information that becomes available by such means against the wishes of the Customer and IS-PSE recommends the use of encryption for the transfer of sensitive data or information.

14.3

The Customer accepts that IS-PSE shall put its name on its mailing list for the receipt of product information and other advertising material concerning similar products and services from IS-PSE. Where the Customer is a

consumer, the Customer may inform IS-PSE in writing at its Correspondence Address that it does not wish to receive such material, whereupon IS-PSE will remove the Customer from any mailing lists.

15 Complaints

The Customer shall address any complaints concerning the provision of the Services to IS-PSE in writing, by post, fax or email, in accordance with Clause 19. In addition, the Customer may email a complaint to IS-PSE at complaint@internetservices-pse.com.

16 Force Majeure

If IS-PSE suffers from a Force Majeure Event it shall not be deemed to be in breach of this Agreement or otherwise liable to the Customer for any failure or delay in performance or any non-performance of any obligations under this Agreement (and the time for performance shall be extended accordingly).

17 Termination

17.1

IS-PSE reserves the right, without any prejudice to any Clauses within this Agreement and any other rights it is entitled to, to terminate this Agreement without any notice upon any of the following events:

17.1.1

any Charges or Additional Charges for Services supplied or any Outstanding Charges remain unpaid for more than ten (10) calendar days;

17.1.2

the Customer is in breach of any of its obligations under Clause 4 and Clause 5 of this Agreement;

17.1.3

the Customer materially breaches this Agreement and fails to remedy the breach within twenty (20) calendar days of receipt by the Customer of written notice from IS-PSE requesting that the breach be remedied, stating the nature of the breach and indicating that failure to remedy the breach may result in the termination of this Agreement

17.2

Either Party may at any time terminate any Service by serving the other Party with a written notice signed by a duly authorised representative if:

17.2.1

the other Party shall become bankrupt and subject to a voluntary arrangement under Section 1 of the Insolvency Act 1986 or is unable to pay its debt under Section 123 of the Insolvency Act 1986; or

17.2.2

the other Party has ceased trading or threatens to cease trading.

18 Effects of Termination

18.1

All Clauses within this Agreement which continue to have effect after the termination of this Agreement shall continue to be enforceable notwithstanding termination.

18.2

Without any prejudice to any Clauses within this Agreement and any other rights to which IS-PSE is entitled, the Customer shall pay all Outstanding Charges, if any, that fall due at the time of the termination of this Agreement.

18.3

The Customer shall cease using all Services at termination and IS-PSE reserves the right to prevent access by changing login details to the Services without notice following termination.

18.4

IS-PSE reserves the right to erase, remove or delete any Data Material from its Network Infrastructure without notice and without any liability to the Customer following the termination of this Agreement and the Customer shall ensure that it has taken a full back-up copy of its Data Material prior to termination.

18.5

Following the termination of this Agreement, IS-PSE reserves the right to cease hosting the Customer's domain names without notice, whereupon the Customer shall become solely responsible for renewing its domain names with the relevant Naming Authority or through another host provider.

19 Notices

Any notice to be given or made by either Party under or in connection with this Agreement must be in writing and given or made to the Customer at its address stated on the Order, and to IS-PSE at its Correspondence Address or to such other address as either Party may from time to time notify to each other. Every notice, if so addressed, is deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the relevant Party, if sent by pre-paid first-class post, two (2) calendar days after the date of posting and if transmitted by facsimile, at the time of transmission (provided a confirmatory letter is sent by pre-paid first-class post) provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00 p.m. on a Business Day, such notice shall be deemed to be given or made at 9.00 a.m. on the next Business Day. The Parties may additionally serve notice on each other by email to (i) the Customer's contact email address as stated on the Order, or (ii) in the case of IS-PSE, to the Correspondence Address. In the event of notice by email transmission, emails shall be deemed sent once transmitted from the relevant email server.

20 The E-Commerce Regulations 2002

The following information is provided to Customers in compliance with the provisions of The Electronic Commerce (EC Directive) Regulations 2002, as amended from time to time:

20.1

The following are steps to be taken by the Customer to place an Order using the Website. Orders may only be placed in the English language. Orders will be acknowledged by a Service Confirmation within twenty-four (24) hours from placing the Order. In order to place an Order the Customer needs to follow the steps shown on the Website.

20.2

The Customer may check to see whether an Order has been placed correctly and, if necessary, correct any errors by logging into IS-PSE's control panel on the Website and clicking "My Account" then "Invoices" on the menu and following the instructions.

20.3

Once an Order has been placed it shall be filled by IS-PSE and shall be accessible to the Customer as soon as is reasonably practicable.

20.4

The Website is owned and operated by pseaster.com - 50 Main Road, Hockley, Essex SS5 4QS

20.5

The Customer may contact IS-PSE by calling 01702 569421 during the Support Operational Hours, by writing to IS-PSE at its Correspondence Address or by sending an email to IS-PSE at helpdesk@internetservices-pse.com.

20.6

IS-PSE is registered for VAT purposes under number. 918 8700 96

21 Assignment

The Customer shall not assign, transfer, sub-license or sub-contract any obligations, in part or in whole, under this Agreement to any Third Party without obtaining the prior written consent of IS-PSE, such consent not to be unreasonably withheld.

22 Third Party Rights

Nothing in this Agreement shall be taken as granting any rights expressly or impliedly whether contractual or statutory to persons other than IS-PSE and the Customer, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23 Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the provisions of this Agreement shall be observed and the obligations herein carried out according to this Agreement's original terms.

24 Jurisdiction

This Agreement, and all disputes and claims arising out of or in connection with it, shall be governed by the laws of England & Wales. The Customer irrevocably and unconditionally agrees with IS-PSE that the English courts shall have exclusive jurisdiction over all such disputes or claims arising hereunder.