

## OG-IT Service Policy

### Service agreement - General terms

- We do not allow Warez or illegal MP3 sites.
- Adult content is only permitted on our 5, 10Mbps and metered bandwidth servers.
- Users must not participate in any form of un-solicited bulk e-mailing or spam.
- IRC services are not allowed.
- Data stored on our systems is not guaranteed to be backed up. It is recommend that you keep an independent copy of all data stored on your server.
- You must not divulge your passwords to any other person, and you should take reasonable precautions to ensure that it is not discovered by other people.
- We shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services.
- We reserve the right to cancel your services at any time without notice in the event of a breach in these Terms and Conditions.
- Should your account be closed, all files (including web pages etc.) will be deleted.
- We reserve the right to amend and update these Terms and Conditions and the Acceptable Use Policy at any time without notice.

### Definitions

"OG-IT" or "we" means OG-IT.

"Customer" or "you" means the person, firm or company that has requested any Services.

"Service" or "Services" means any services supplied or to be supplied by OG-IT, including but not limited to the provision of Internet hosting services.

"Order" means the electronic Service order annexed herein by reference.

"Server" means an Internet-connected server, virtual or otherwise, provided by OG-IT for the Customer's use.

## **Service Agreement**

This agreement is made by and between OG-IT and the Customer:

### **Overview**

This agreement is intended to cover any and all Services provided by OG-IT and received by the Customer. This agreement contains the entire understanding between OG-IT and Customer with respect to the Services described in the Order and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between OG-IT and the Customer. The Customer acknowledges and agrees that its entire right relating to OG-IT services are as set forth in this agreement.

### **1. Services**

Subject to the terms and conditions of this agreement, OG-IT agrees to provide the Internet hosting services specified in the Order. Subject to Customer's right to terminate this agreement in accordance to Section 4.2 of this agreement, OG-IT may expand or contract the scope of OG-IT's services by issuing an amended order form to the Customer in advance of such change.

### **2. Initial Term**

The initial term of this Agreement is stated in the Invoice as the dates from service commencement to expiry. The Initial Term shall not commence until OG-IT accepts the Order from the Customer and until first payment as set out in the Order is made in full by the Customer for Services to be provided during the Initial Term.

### **3. Renewal Term**

Unless terminated by OG-IT or in accordance with Section 4.2 of this Agreement, this Agreement will automatically renew for successive terms of equal length to the Initial Term at the applicable rate and discounts.

### **4. Fees and Payment**

The Customer agrees to pay OG-IT, without limitation, for the Services it uses. OG-IT reserves the right to charge the Customer standard hourly rates to cover the resolution of excessive or unusual problems or complaints.

4.1 Invoices - Invoices are emailed to the current billing email address.

Clients are fully responsible to ensure payment of all amounts due are paid on time independently of receiving invoice or billing notifications by email from OG-IT. Overdue accounts may be disconnected at any time after the expiry date. All data will be deleted after 2 weeks unless alternative arrangements are made with OG-IT.

4.2 Cancellation Policy - All Service contracts, unless otherwise negotiated, are month-to-month. In order to cancel a Service contract the Customer must notify OG-IT via the online cancellation form. The minimum contract term is 30 days, therefore if a service is cancelled with less than 30 days remaining an invoice will be issued for the additional days. There are no partial refunds or credits for early cancellations. All payments to OG-IT are final and non-refundable.

4.3 Overdue payments - All invoices are due within 14 days of the stated invoice date. At our discretion we may refer overdue payments to our debt collections agency, and in that event an administration charge will be added to the outstanding amount. The value of the administration charge is discretionary, but would be a *minimum* of 25% of the overdue amount.

## **5. Acceptable Use Policy**

Customers shall at all times comply with and help ensure that they and their clients comply with the terms of the current version of the Acceptable Use Policy (AUP) posted at [www.OG-IT.com/aup.php](http://www.OG-IT.com/aup.php). Customer agrees that OG-IT may amend the terms of the AUP from time to time by posting a new or different version of the Acceptable Use Policy at [www.OG-IT.com](http://www.OG-IT.com). The Customer shall include the terms and conditions set out in the Acceptable Use Policy in an Acceptable Use Policy with its own clients.

## **6. Response Times, Guarantees**

i) Firewall Management; Packet Patrol™ is a Managed Router Level Firewall that will hold the configuration and rules for the security of the customer's server. "Managed" means that OG-IT is responsible for the set up and the ongoing setting of rules and policies of this with guidance from the Customer. Changes to the Firewall are at the customer's request and these changes are guaranteed to be put in place within two hours during normal office hours Monday to Friday 9-5.30pm and outside of office hours within twelve hours. The only exceptions to this would be if the Firewall rules need to be changed due to any current security issue eg: DOS or attempted hack and this would then mean a response time of fifteen minutes 24 by 7. OG-IT will advise if a Firewall change would cause disruption to the customer's server.

ii) Hardware Maintenance; OG-IT is responsible for the replacement of any hardware components that fails. This includes chassis, PSU, disks, memory and motherboard of the server. The customer will not be charged for any failure or replacement of hardware. In the case of a hardware fault which results in a server failure OG-IT will replace the faulty hardware within 45 minutes of isolating the cause of failure. All of our Servers use RAID disk configuration so in the event of a single disk failure no disruption to service should occur and the replacement would be carried out at a mutually convenient time.

iii) Connection Guarantees; We guarantee that all of our UK Servers are within a maximum of twenty milliseconds of 95% of UK residences. We have triple redundant uplinks via physically diverse cables into the UK backbone to ensure maximum connectivity uptime. Where the connection is metered we guarantee that the full burst capability will be available at all times. Where the Server's connection is unmetered, we guarantee that the maximum divided by the contention will be available at all times (eg. 2Mbps in the case of a 10Mbps connection with 5:1 contention). In general, we attempt to ensure that an unmetered connection's maximum burst is available at least 80% of the time, and have a large contention pool to ensure that.

iv) Response Times; Response time is defined as the time it takes to identify a fault and report back to the customer by either of the following methods; E-Mail, SMS or telephone call. The customer is responsible for ensuring that OG-IT has the correct contact details. OG-IT will advise all customer's who have the Advanced Port Patrol™ option correctly configured of any service failure (eg. HTTP, SMTP, SSH) via SMS or E-Mail within five minutes of any fault being diagnosed. Response times of non-urgent questions or queries via e-mail will be dealt with in business hours with a guaranteed response time of four hours.

OG-IT will guarantee that if a customer can prove that any of the above services or response times have not been met the customer shall receive a day's credit for every incident up to a maximum of 10 days credit within any calendar month.

## **7. 100% Network Uptime Guarantee**

OG-IT endeavours to provide the most reliable network infrastructure possible to its Customers. To Customers in good financial standing with OG-IT we guarantee that our network is available 100% of the time in a given month, excluding scheduled maintenance. The network is defined as core

network infrastructure excluding the hardware, services and software running on your server. Network downtime is measured from the moment the Customer notifies a OG-IT support representative of a network failure to the time the Network responds to an external "ping" request. Notification of network failure must occur at the time of the outage and not after the fact. The Customer will be refunded 1 day's worth (3.4%) of their monthly hosting fee and an additional day for each additional 1 hours of downtime up to 50% of the Customer's monthly hosting fee. Refunds shall not be provided to the Customer if network downtime is the result of: a) scheduled maintenance b) circumstances beyond OG-IT's reasonable control, including, but not limited to: dDoS or other network attacks, upstream or 3rd party network outages, war, fire, flood, sabotage, labour disturbance, acts of government and c) breaking this Agreement or OG-IT's Acceptable Use Policy.

## **8. Temporary Service Suspension**

The Customer agrees that it may be necessary for OG-IT to Temporarily suspend Services for technical reasons or to maintain the OG-IT network, the equipment or any other facilities, the timing of which will be as determined by OG-IT. Such suspension of the Services will not be an interruption of the OG-IT Services for the purpose of calculating network availability or the Customer's entitlement to credit for network interruption.

## **9. Emergency Service Suspension**

OG-IT may interrupt the Services at any time for any duration of time, without penalty or liability for any claim by the Customer, where necessary to prevent improper or unlawful use of OG-IT Services or network. Such suspension of Services will not be an interruption for the purpose of calculating network availability or the Customer's entitlement to credit for network interruption.

## **10. Daily Backups**

OG-IT offers daily and snapshot backups of critical data files. If a customer has chosen the Daily Backup Option then it is OG-IT's responsibility to ensure we have a Backup of the customer's chosen data. It is the customer's responsibility to ensure that any backup folder creation or similar is set up in order for us to take the backups. OG-IT cannot be held responsible for the integrity of the customer's data or the fact that the data may be corrupt. The Customer will hold OG-IT without penalty or liability for any claim resulting from a failed backup and/or restore procedure.

## **11. Compromised /Hacked Server**

A compromised or "hacked" server is a serious threat to our network. OG-IT, at its sole discretion, will take any and all measures to prevent a compromised server from doing additional damage to its own system and files or to the rest of the network. Determination that a server has been compromised:

By the Customer - If you believe your system may have been hacked, immediately report the situation to OG-IT technical support. OG-IT will examine your system and may implement additional monitoring of your system.

By OG-IT - If a OG-IT System Administrator believes a server on our network is compromised, OG-IT will: 1) disconnect the server from the network, 2) contact the client, and 3) provide evidence of the server being "hacked".

## **12. Termination of Agreement**

If Customer breaches any of its obligations under this agreement or the Acceptable Use Policy (AUP) then OG-IT may terminate this agreement at any time and without prior notice.

### **13. Limitation of Liability**

Customer acknowledges and agrees neither OG-IT nor any of its members, shareholders, directors, officers, employees or representatives will be liable for any special, indirect, consequential, punitive or exemplary damages, or damages (including but not limited to damages for loss of profits or savings, loss of data, or loss of use) in connection with this agreement. If, despite the foregoing limitations, OG-IT or any of its shareholders, directors, officers, employees or representatives should become liable to Customer or any other person in connection with this agreement for ANY REASON, then the maximum aggregate liability of OG-IT, its members, shareholders, directors, officers, employees and representatives for all such things and to all such parties will be limited to the lesser of the actual amount of loss or damage suffered by the claimant or the amount payable by Customer to OG-IT for one month of service under this agreement.

### **14. Indemnity**

Customer will indemnify and save harmless OG-IT and its members, shareholders, directors, officers, employees, agents, contractors, and representatives from and against all damages, losses, costs and expenses (including actual legal fees and costs), fines and liabilities incurred by or awarded, asserted or claimed against OG-IT or any of its members, shareholders, directors, officers, employees and representatives in connection with Customer's negligence, activities or omissions, or breaches of its obligations under this agreement, including claims brought by a person using or relying upon any advice given or publication produced and distributed by Customer.

### **15. Customer Acknowledgement**

Customer acknowledges that it accepts all risk of any unauthorised or illegal use of the OG-IT network or any inter-connected network by third parties. OG-IT provides no warranties, makes no representations, and accepts no liability for the unauthorised or illegal access or interference with the Customer's server/network unless such access or interference is caused by the intentional unlawful acts of OG-IT, its agents or employees.

### **16. IP Address Ownership and Usage**

OG-IT assigns IP (Internet Protocol) addresses to Customers for their use. Customers have no right to use OG-IT IP addresses not assigned to them, to move IPs between different servers or account or in ways not permitted by OG-IT. OG-IT maintains ownership of all IP addresses that are assigned to Customers and reserves the right to change or remove them at its sole and absolute discretion. Typically, however, these changes are rare and made only at the request of RIPE & ARIN or an upstream provider. PLEASE NOTE: The allocation of IP addresses is restricted by the policies of RIPE & ARIN. These policies now dictate that name-based hosting MUST be used whenever possible. OG-IT reserves the right to periodically review IP address usage and revoke authorisation to use those IP addresses not being utilised or where name-based hosting could be used.

### **17. OG-IT Administrative Account and Software**

For the purposes of Network/Server maintenance, inventory and related activities, OG-IT staff and management retain the right to administrative access to any and all Servers on their network. To facilitate this, all OG-IT Servers include a OG-IT & Service Supplier administrative account and/or daemon designed for these purposes. See Acceptable Use Policy (AUP) for more details.

### **18. Governing Law**

This Agreement is governed by the law of England, and the Customer agrees that any court action brought under this agreement shall be brought in the jurisdiction of England.

If any provision of this agreement is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the provision shall be deemed to be severable from the remaining provisions and shall not affect their validity or enforceability.