

**InfoKube - Commercial terms & conditions of use**  
**TERMS AND CONDITIONS FOR SUBSCRIPTION TO AND USE OF A WEBSITE**  
**CONSTRUCTED AND MAINTAINED WITHIN THE INFOKUBE SYSTEM.**

**Parties**

- (1) Yourself, your firm, company, partnership or other entity ("**Subscriber**").
- (2) INFOKUBE UK, Sussex Road, Leicester, LE18 4WP

**Introduction**

The subscriber wishes to utilise the InfoKube System for the construction and maintenance of a Subscriber Website.

**Age Conditions**

You certify that by purchasing any of our products or services that you are 18 years or older.

**IT IS AGREED THAT:**

**1. Definitions and Interpretation**

These terms and conditions form the Agreement between INFOKUBE and the Subscriber:

"**Commencement Date**" means the date on which the Subscriber has paid the fee as agreed by INFOKUBE for the constructed Website using the INFOKUBE System.

"**INFOKUBE Network**" means the collection of web sites comprising of your own and other Subscribers Websites constructed with the INFOKUBE System.

"**INFOKUBE System**" means the network, architectures, systems and software applications developed by INFOKUBE in order to provide and support the INFOKUBE Network in so far as such relates to the Websites provided to the Subscriber.

"**Intellectual Property Rights**", "IPR" means all patents, Trademarks, service marks, unregistered Trademarks, domain names, designs, copyright, database and design rights and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered, registrable or not and including without limitation rights in and in relation to confidential information, inventions (including improvements on or additions to inventions) and domain names and the right to apply for and all applications for any of the foregoing absolutely for the full term of such

Intellectual Property Rights together with all renewals, reversions and extensions throughout the world.

**"Services"** means the services and or products to be provided by INFOKUBE to the Subscriber including a Subscriber Website and any associated services

**"Subscriber"** is you, whether a company, firm or individual who has entered into this agreement with INFOKUBE to use in return for a subscription payment, a Website built using the INFOKUBE System.

**"Subscriber Contract"** This agreement, it's terms and conditions.

**"Subscriber Website"** means a Website built using the INFOKUBE System and hosted on the INFOKUBE System pursuant to a Subscriber Contract.

**"Subscription Period"** unless otherwise stated, the contract term is for 12 months and unless cancelled in accordance with Clause 14 below will automatically be renewed for a further 12 months.

**"Site Administrator"** The person whose name and user id is notified to us on the Registration Form or other persons as notified to us from time to time by the Subscriber.

**"Prohibited Material"** means anything that: (i) is defamatory, libellous, tortious, obscene, pornographic, offensive, racist, sexist, blasphemous, illegal, criminal or unduly disparaging to any individual, business, country or other entity, or otherwise offensive in character likely to lead to problems of a legal, commercial, business or political nature; (ii) is otherwise inappropriate or harmful to minors; (iii) knowingly contains any computer software viruses or other programs designed to destroy, interrupt or limit the functionality of computer hardware, software or telecommunications equipment; or (iv) is deliberately inaccurate, incomplete, outdated or misleading or is likely to lead to confusion in the minds of Visitors to the origin, source or proprietorship of any element of Subscriber Content or the status, identity and/or provenance of Subscriber or the Subscriber Website. (v) contains or may contain in the opinion of INFOKUBE material likely to infringe the Intellectual Property Rights of a third party.

**"URL"** means an Internet domain name that enables Visitors to access the Subscriber Website.

**"Visitors"** means third party Internet users accessing the Subscriber Website via the Internet.

1.2 The headings in the Agreement are for convenience only and do not affect its construction.

1.3 Reference to a Clause is to a clause in these Terms and Conditions.

1.4 The Agreement shall be governed by and construed in accordance with

English law and the parties irrevocably submit to the non-exclusive jurisdiction of the High Court of Justice in London for all purposes connected with it.

## **2 Provision of Services**

2.1 INFOKUBE shall provide the Services and the INFOKUBE Tools as set out in these Conditions.

## **3 Domain Names**

3.1 On the Registration Form the Subscriber is requested to specify a sub-domain of the InfoKube.com / .ik.org domain that will form the URL of the Subscriber Website.

INFOKUBE shall endeavour to ensure that the domain name selected shall be the URL for the Subscriber Website. INFOKUBE may reject any proposal for a domain name that contains Prohibited Material. If the domain name chosen is rejected by INFOKUBE or if that domain name is not available the Subscriber will be asked to choose a revised sub-domain name until a sub-domain name is arrived at which is acceptable to both the Subscriber and INFOKUBE. Such sub-domain name as is agreed will continue to be provided by INFOKUBE for the purpose of accessing the Subscriber Website for so long as this agreement remains in force.

3.2 If the Subscriber owns a domain name or wishes to purchase a new domain name from INFOKUBE the domain name may be pointed to the Subscriber Website subject to the domain name not containing Prohibited Material.

## **4 Site Administrator**

4.1 The Site Administrator represents the Subscriber in all dealings with INFOKUBE pertaining to the Website.

## **5 Passwords and Usernames**

5.1 On the Registration Form the Subscriber must specify a user name and password used to access the INFOKUBE System for future editing of the Subscriber Website and updating of account or payment information. INFOKUBE may reject any usernames or passwords that contain Prohibited Material. If the username desired is rejected by INFOKUBE the Subscriber shall choose a revised name until a name is arrived at which is acceptable to both the Subscriber and INFOKUBE. INFOKUBE shall keep all username and password information confidential. The Subscriber must also keep any passwords and usernames confidential.

5.2 INFOKUBE shall not permit and shall use to its reasonable endeavours, prevent any access to the INFOKUBE System to modify, adapt, access or alter the Subscriber Website unless by the Site Administrator or other individual known or unknown who is in possession of a valid username and password combination. INFOKUBE cannot accept liability arising from any failure by the Subscriber to;

(a) keep the password and/or username confidential and/or secure or (b) any breach of security caused by any third party hacking or otherwise gaining unauthorised access to any part of the INFOKUBE System if such access could not reasonably have been prevented by INFOKUBE implementing adequate security measures. INFOKUBE shall otherwise be responsible for the security of the INFOKUBE System.

## **6 Fees and Payment**

6.1 At the end of each annual period for which the Subscriber has paid a Subscription Fee, unless the Subscription is cancelled in accordance with Clause 14 below the Subscription Period will automatically be renewed for a further 12 months and the Subscriber invoiced accordingly to prevent any disruption to the service.

6.2 All fees are payable in advance and are non-refundable.

6.3 If we choose to cancel the Services we provide to You for any reason other than a breach of the terms of this Agreement by You, we will refund You on a pro rata basis.

6.4 In the event that Services are suspended temporarily or that any features, applications, scripts or programs are deactivated in order to ensure the stable operation and integrity of the Services You will not be entitled to a refund.

6.5 Payment in respect of all Services is on demand.

6.6 We will automatically generate an invoice in respect of the next period unless the Services have been cancelled in accordance with clause 14 below. All invoices are delivered electronically. You are responsible for checking receipt of all invoices. No hard copy invoices will be sent by post.

6.7 Payment will be due following delivery of your invoice and once payment is made will be non-refundable. In the event that any automatic payment should fail, the invoice will be considered overdue and immediately payable.

6.8 We reserve the right to change the prices and/or nature of our Services by giving You 30 days written notice of those changes. Notice of changes to prices and/or Services will be given by email to the email address we hold for your account. Any price change will take effect automatically upon a renewal of the Agreement.

6.9 All payments must be made in UK pounds sterling, inclusive of applicable taxes.

6.10 You warrant that You are authorised to use your chosen method of payment. If You are not the named cardholder, You acknowledge that You and the named cardholder both agree to be bound by the terms of this Agreement and are jointly and severally liable for all payments under this Agreement. You agree to indemnify and hold Us harmless in the event that

the cardholder or issuer declines any payments to Us including all of our costs in administering your non-payment and obtaining the payment due to Us by You.

6.11 We reserve the right to suspend all Services until payment is received in full and all outstanding charges are cleared. Any non-payment of a recurring invoice may be subject to an administration charge. You are responsible for all money owed to Us under the terms of this Agreement until it is terminated. You are also responsible for any additional costs incurred by Us in taking steps to recover any sums due by You.

6.12 You will pay any Additional Charges as may be required from time to time by Us for reactivation of the Services due to disconnection.

6.13 You are required to provide Us with valid contact details and a valid payment method at all times during the term of this Agreement. If any of this information is found to be invalid, we reserve the right to suspend access to your account.

6.14 If your chosen payment method is cancelled or changed for any reason then You must notify Us immediately and provide Us with details of an alternative payment method.

6.15 Payments processed by third parties are also subject to those third parties' terms and conditions of service and we make no representations and provide no warranties with respect to those third party services.

6.16 You shall not be entitled to set off a credit against any amount owed to Us pursuant to the Agreement.

6.17 If You fail to pay all sums due to Us, we reserve the right to interrupt, suspend or cancel your Services. Such action is without prejudice to our right to recover any and all outstanding sums from You and your obligation to pay the same to Us.

6.18 We reserve the right to pass your debt onto a third party debt recovery agent and You accept all liability for the recovery of our costs from You.

## **7. Chargebacks**

If You withdraw any payments made via a bank, credit card or third party payment method (a "chargeback"), we reserve the right to interrupt, suspend or cancel your Services and/or charge a fee. Such action is without prejudice to our right to recover any and all outstanding sums from You and your obligation to pay the same to Us.

## **8. Appropriate use of the Services**

8.1 We reserve the right to refuse to provide any and all Services or access to our servers at any time at our discretion.

8.2 We do not allow any content to be stored on our servers which contravenes our Acceptable Use Policy. We reserve the right to; remove such content, suspend and/or cancel the Services immediately if we consider that such content breaches the Acceptable Use Policy.

8.3 You accept that your use of a web hosting package with unlimited web space shall be subject to the terms of the Acceptable Use Policy and You warrant that You will comply with this policy.

8.4 We shall notify You if we become aware of any alleged breach by You of the Acceptable Use Policy.

8.5 We reserve the right to move your data to a different server without prior notice to You or any third parties.

8.6 Should Your use of the Services result in an overly high load on Our systems, then we may suspend Your account at our sole discretion until the cause of any such overload (legitimate or otherwise) is determined.

8.7 You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim relating to any breach of this Agreement by You.

8.8 In the event that we remove your data or content and/or suspend all or any Services and later reinstate such content and/or resumes the Services, You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim arising out of your breach of the Acceptable Use Policy.

## **9 Hosting of Subscriber website**

9.1 INFOKUBE will ensure that the Subscriber Website is available to be accessed by all Visitors [99.5]% of the time per calendar month, excluding only scheduled periods of System maintenance where such maintenance is reasonably necessary and carried out in accordance with a reasonable scheduled maintenance program and we have notified such program to the Subscriber in advance. Provided that, INFOKUBE shall not be responsible for any access failure caused by the acts or omissions of third parties, telecommunications failures or force majeure.

9.2 In each case that INFOKUBE fail to keep the Subscriber Website accessible by Visitors as set out above INFOKUBE shall compensate the Subscriber by crediting to the Subscriber an amount equal to one day of the prepaid Subscription Charge. INFOKUBE will notify the Subscriber of each such credit. The Annual Subscription Charge due for the following subscription period will be reduced in accordance with the credits due.

## **10 Editorial Control / Responsibility / Content**

10.1 INFOKUBE reserve the right to remove content from the Subscriber Website without notice and at INFOKUBE's sole discretion if in INFOKUBE's opinion it contains Prohibited Material. In such event INFOKUBE shall immediately notify the Subscriber of any changes to the Website and the reason therefore.

## **11 Privacy and Data Protection**

11.1 INFOKUBE and the Subscriber each acknowledge and shall be responsible for ensuring their own full compliance with the Data Protection Acts 1984 and 1998 and all similar laws relating to the protection of personal data in force from time to throughout the world.

## **12. Scheduled maintenance**

12.1 We will provide the Services to you using reasonable skill and care but at all times this will be subject to any downtime caused by scheduled or emergency maintenance or repair. We will use our best endeavours to ensure that any disruption to the Services is minimal and any scheduled work takes place during off-peak hours when possible. We will not be liable to you or any third party for losses whatsoever caused by any such downtime; whether emergency or scheduled.

12.2 We reserve the right to deactivate individual features, applications, scripts or programs as necessary in the interests of technical progress, security, availability of technical support on the provider or manufacturer side, to ensure the stable operation and integrity of the INFOKUBE System or in order to comply with our responsibility to provide technically up-to-date solutions.

12.3 We shall take reasonable steps to ensure that any deactivation of individual features, applications, scripts or programs will not result in changes to a core function of the Services we provide you and to offer technical alternatives (including upgrades and updated versions of software) as and when such alternatives become available.

12.4 In the event that such changes result in changes to a core function of the Services we provide you and no viable alternative is available, you will be entitled to a pro-rated refund in accordance with Clause 6 above.

## **13. Third Party Users**

13.1 All Services provided by us to you are intended for your use only. You agree that any decision to resell, store or give away any of the Services to third parties is undertaken on the basis that You accept sole responsibility for ensuring compliance with this Agreement and the terms and conditions relevant to any chosen Services by third parties. You agree to indemnify and

hold Us harmless against any losses caused or damage suffered as a result of a breach by any third parties.

13.2 We accept no liability to You or any third parties for losses arising from third party use of your Services as set out above.

#### **14. Usage**

Where a Service is not provided with unlimited usage as standard, you will be liable to pay any charges incurred by exceeding the agreed data use limits in relation to those Services. Any additional charges will be at the rate set out in your original package.

#### **15. Data**

15.1 All data created or stored by You within our applications and servers are your property. We make no claim of ownership of any web server content, email content, or any other type of data contained within your server space or within applications on servers owned by Us.

15.2 We maintain backups of our servers and infrastructure for archiving and to ensure continuity of the Services. In the event of loss of or damage to your data arising out of your actions or actions undertaken on your behalf, we will not provide You with access to any data stored by Us for archiving or backup procedures except at our sole discretion.

15.3 In the event of loss of or damage to your data relating to a failure in our systems or servers, we will make reasonable commercial efforts to assist You with restoring your data. Notwithstanding this, however, you accept full responsibility for maintaining adequate backup copies of all your data.

15.4 You shall indemnify Us and hold Us harmless against all damages, losses and expenses arising out of a third party claim of intellectual property infringement in respect of your content or data.

#### **16. Your personal details**

16.1 You warrant that the contact information you provide to us is correct, and that You will update this information immediately, as required from time to time. You agree that we may suspend access to your account and the Services if we reasonably believe that the information You have supplied is inaccurate.

16.2 You accept that if your account is paid for by another party, who has agreed to be bound by the terms of this Agreement that party and who has access to your account password, we may discuss your account with that party and take instructions from them in relation to the account.



16.3 We reserve the right to email You with information about product offerings we believe may be of interest to You from time to time. You may unsubscribe from marketing communications at any time.

16.4 We will not provide your personal information to any third parties without first obtaining your express permission unless we are required to do so by law. We may, however, need to provide your name and delivery address to third parties working in conjunction with Us to deliver specific Services to You in accordance with our Privacy Policy.

## **17. Disclaimers and Warranties**

17.1 We do not back up your data for data recovery purposes and whilst we will use our commercial endeavours to assist You in the event of data loss arising out of hardware failure, we do not guarantee we will be able to replace lost data. It is your sole responsibility to ensure your data is backed up for data recovery purposes.

17.2 The Services are provided on an “as is” basis. We do not warrant or represent that any Services will be uninterrupted or error-free. You accept that all Services are provided warranty-free.

17.3 Insofar as permitted by law, and with particular regard to the rights of business customers, all implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to the Services to the fullest extent permitted by law.

## **18. Force Majeure**

We shall not be responsible for any failure to provide any Services or perform any obligation under this Agreement because of any act of God, strike, lock-outs or other industrial disputes (whether our employees or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond our reasonable control.

## **19. Non-Waiver**

Our failure to require You to perform any of your obligations under this Agreement shall not affect our right to require such performance at any time in the future and nor shall the waiver by Us of a breach of any provision be taken or held to be a waiver of the provision.

## **20. Survival**

The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable notwithstanding termination of the Agreement for any reason. However, neither we nor You shall be liable to one another for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

#### **21. Notice**

You agree that any notice or communications required or permitted to be delivered under this Agreement by Us to You shall be deemed to have been given if delivered by email, in accordance with the contact information You have provided.

#### **22. Legal Fees**

If any legal action or proceedings, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is commenced by either You or Us, the prevailing party shall be entitled to recover reasonable legal fees, costs and disbursements from the other party, in addition to any other relief to which the prevailing party may be entitled.

#### **23. Assignment**

23.1 You shall not assign, sub-license or transfer your rights or obligations under this Agreement to any third party without our prior written consent.

23.2 In the event that we consent to an assignment, sub-license or transfer, then this Agreement shall be binding upon both You and Us and our respective successors and permitted assigns.

#### **24. Joint and Several Obligations**

If You consist of more than one entity, your obligations under this Agreement are joint and several.

#### **25. No Third Party Beneficiaries**

This Agreement does not provide and shall not be interpreted to provide any third parties, with any remedy, claim, cause of action or privilege.

#### **26. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to herein. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or

undertakings, oral or written, with respect to the subject matter expressly set forth herein.

### **27. Relationship of Parties**

Nothing in this Agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.

### **28. Severability**

In the event that any provision of this Agreement is deemed unenforceable or invalid under any applicable law or pursuant to a court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. We will amend or replace such provisions with one that is valid and enforceable and which achieves, in our reasonable opinion, to the fullest extent possible, the original objectives and intent between You and Us.

### **29 Warranties, Representations and Undertakings**

29.1 Each party warrants and represents to the other that it is entitled to enter into and perform the Agreement.

29.2 The Subscriber undertakes to INFOKUBE that: (a) the Content that the Subscriber and its agents or representatives adds to the Website shall not contain Prohibited Material and shall not infringe the Intellectual Property Rights of any third party. (b) The Subscriber is authorised or entitled to publish the content placed on the Website.

29.3 INFOKUBE undertake to the Subscriber that all of the Services will be performed with all reasonable care and skill such as would be expected from a service provider with the appropriate and relevant experience necessary to provide services such as the Services to the highest standards and INFOKUBE shall in addition conform to all professional standards and others generally accepted within the industry to which the Services relate.

29.4 INFOKUBE will at all times in the provision of the Services comply with any and all legal and regulatory requirements and all applicable guidelines and codes of practice.

### **30. Liability**

30.1 We shall not be liable for any loss or damage of any nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by You or on Your behalf.

30.2 We will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any

wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

30.3 No matter how many claims are made and whatever the basis of such claims, our maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by You for the specific Services in relation to which Your claim arises during the 6 month period prior to such claim.

30.4 Nothing in this Agreement shall operate to exclude or limit our liability for: 30.4.1 death or personal injury caused by our negligence; 30.4.2 any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; 30.4.3 fraud; or 30.4.4 any other liability which cannot be excluded or limited under applicable law.

30.5 Neither party shall be liable to the other under or in connection with this Agreement or any collateral contract for any: 30.5.1 loss of revenue; 30.5.2 loss of actual or anticipated profits; 30.5.3 loss of contracts; 30.5.4 loss of business; 30.5.5 loss of opportunity; 30.5.6 loss of goodwill; 30.5.7 loss of reputation; 30.5.8 loss of, damage to or corruption of data; or 30.5.9 any indirect or consequential loss, however arising regardless of whether such loss or damage was foreseeable or in our mutual contemplation and whether arising in or caused by breach of contract, tort, breach of statutory duty or otherwise.

### **31 Confidentiality**

31.1 Each of the parties undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it may obtain or receive as a result of the discussions leading up to or the entering into of the Agreement save that which is: (a) trivial or obvious; (b) already in its possession other than as a result of a breach of this clause; or (c) in the public domain other than as a result of a breach of this clause. 31.2 Each party undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause

31.1 by its employees, agents and sub-contractors. 31.3 The provision of this Clause 12 shall survive termination or expiry of the Agreement.

### **32 Intellectual Property**

32.1 INFOKUBE warrants that it owns and/or controls all Intellectual Property Rights in and to the INFOKUBE System and that we are entitled to use and to authorise the use of the same in accordance with the terms of the Agreement.

### **33 Termination**

33.1 The Subscriber may terminate this Agreement at any time by notifying INFOKUBE that it wishes to terminate. Unless the Subscriber is terminating because INFOKUBE is in breach of this Agreement any advance amount it has paid shall not be refunded.

33.2 You are entitled to cancel the Services by contacting Us no less than 1 working day prior to the renewal date for your Services. Any request to cancel the Services will be actioned at the end of the current billing period. Once we accept your cancellation request You will be provided with written confirmation of cancellation. Cancellation requests will not be deemed to have been received and accepted until we have issued our written confirmation to You.

33.3 Termination of this Agreement is implied if the Subscriber fails to pay to INFOKUBE any monies due in respect of the Website provision.

33.4 Either party may terminate the Agreement without prejudice to its other remedies forthwith by notice in writing to the other if: (a) the other party commits a breach of the Agreement and (in the case of a breach that is capable of remedy) fails to remedy that breach within [30] days of receiving notice specifying the breach and requiring it to be remedied; and/or (b) the other party goes into liquidation, receivership, or ceases to trade or is otherwise insolvent or unable to pay its bills.

### **34 Consequences of Termination**

34.1 In the event of expiry or termination of the Agreement, INFOKUBE shall remove the Subscriber Website from public view but shall if requested continue to host the Website on the INFOKUBE System for a period of 15 days should the Subscriber require access to the content.

34.2 INFOKUBE will, at its discretion, offer a site redirection service for a fee of £40 + VAT whereby visitors going to the Subscriber website are re-directed to a new website for a period not exceeding 6 calendar months. After 6 months the original Subscriber website and all related content will be removed from the INFOKUBE System

### **35 GENERAL**

35.1 The Agreement, and any alterations to the terms and conditions hereof and any terms and conditions expressly incorporated into the Agreement constitutes the entire agreement and understanding of the parties.

35.2 Neither party shall be liable for any breach of the Agreement resulting from causes beyond its reasonable control including without limitation fires, strikes (of its own or other employees), insurrection or riots, civil disorder, war, general failures of the internet (defined as a failure not within the control of the party or a direct contractor, other than the other party hereto, to the party in default) (an 'Event of Force Majeure'). If an Event of Force Majeure shall continue for more than one week then the party not in default shall be entitled to terminate the Agreement. Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of an Event of Force Majeure save that in the case of any fees paid in advance a pro rata portion of such fees paid in advance shall be reimbursed to Subscriber.

35.3 If any part of the Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be considered divisible from the Agreement and shall be deemed to be deleted from the Agreement without affecting any other part of the Agreement. 35.4 Any notice required to be given by either party to the other in relation to the Agreement may be given by email and provided that sufficient evidence of receipt is obtained the date of the notice shall be the time shown by such receipt however we shall ensure that notices that we send to you shall be followed by a hard copy delivered by hand or by post. to the address first written above.

Any notice you wish to send to use should be sent by email to [support@infokube.co.uk](mailto:support@infokube.co.uk)  
**THE AGREEMENT IS EXECUTED WHEN THE SUBSCRIBER INDICATES  
ACCEPTANCE OF IT BY PAYING AT LEAST 20% OF THE AGREED FEE**

## **InfoKube - Acceptable use policy**

This policy is subject to change and it is your responsibility to check the policy regularly for updates. This policy together with the InfoKube General Terms & Conditions of Service and any Specific Terms and Conditions of Service form the Agreement between the Customer ("You") and InfoKube ("INFOKUBE"/"Us") ("the Agreement").

### **1. General**

1.1 INFOKUBE reserves the right to suspend or cancel a customer's access to any or all Services provided by INFOKUBE, where INFOKUBE decides that the account has been inappropriately used. INFOKUBE reserves the right to refuse Services and/or access to its servers to anyone.

### **2. Customer obligations**

2.1 You will keep a back up of content added to your website in case the site needs to be recreated following a catastrophic failure;

2.2 You will obtain the consent of individuals whose personal data are to be held on the register of the Naming Organisation (i.e. Nominet and Domain Discover) or such other Naming Organisation as INFOKUBE may specify to You from time to time) and promptly notify Us of any changes to your registered details including (but not limited to):- (a) Your name and address; (b) name, postal address, e-mail address, telephone and fax number of the technical contact and administrative contact for your domain name(s) and to provide such information within 15 days of a request for such information from Us.

2.3 You will keep confidential all passwords received from INFOKUBE for the purpose of the Services and notify us immediately upon becoming aware that a password has become known to an unauthorised third party.

### **3. Use of the Services**

3.1 You will only make use of the Services for a legitimate and lawful purpose.

3.2 You will complete your own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services.

3.3 You will ensure your home page contains your full name and address and will allow INFOKUBE to access to your home page to check for any infringements of your obligations under this Policy.

3.4 You will ensure that your website complies at all times with all relevant laws and obligations in any territory in which You are situated or in which your website may be accessed or made available. You must also obtain any relevant consents and approvals for the installation and use of any third party

equipment or software. INFOKUBE will have no liability under this Agreement for your failure to comply with any such relevant laws or obligations or do not obtain such consents or approvals.



#### **4. Unacceptable Use of the Services**

4.1 You will not send, transmit, make available, copy, retransmit, broadcast or publish (whether directly or indirectly) in whatever form any 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;

4.2 You will not use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which are offensive, illegal or immoral or which are in breach of any legal obligation.

4.3 You will not use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which contain any adult material. Adult material includes all pornography; or otherwise lewd or obscene content. The designation of 'adult material' is left entirely to the discretion of Us.

4.4 You will not arrange your home page(s) in a way that leads to a risk of or causes an excessive load on the server provided by Us in connection with the Services;

4.5 You understand that if You exceed the relevant data transfer volume applicable to specified Services you will be liable to pay additional charges as may vary from time to time for the data transfer volume exceeding the agreed level in the specified Service.

4.6 You will not use the Services in a manner which infringes any third party's copyright or other intellectual property rights.

4.7 You must ensure that any use of INFOKUBE Services by You or any other authorised account user, are not knowingly or negligently used for i.e. creating, transmitting, publishing or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, Trojans or any other similar software or program) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of INFOKUBE services or any other Internet user or person.

4.8 You must ensure that any end-user submitted content such as forum posts or chat room entries meet with the standards defined within this Policy.

## **5. Enforcement**

5.1 INFOKUBE will determine, at our own discretion, whether there has been a breach of this acceptable use policy through your use of Our Services. When a breach of this policy has occurred, we may take any such action as deemed appropriate in accordance with section 1.1 of this Acceptable Use Policy.

5.2 Failure to comply with this Acceptable Use Policy constitutes a material breach of the Agreement upon which you are permitted to use Our Services, and may result in our taking all or any of the following actions:

5.2.1 immediate, temporary or permanent withdrawal of your right to use Our Services;

5.2.2 immediate, temporary or permanent removal or archiving of any content in breach of this Acceptable Use Policy uploaded to Our servers;

5.2.3 issue of a warning to You;

5.2.4 issue of legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

5.2.5 further legal action against You; or

5.2.6 disclosure of such information to law enforcement authorities as INFOKUBE considers to be reasonably necessary.

5.3 INFOKUBE exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **6. General**

INFOKUBE are committed to assisting, and cooperating with, all law enforcement and government agencies in helping to reduce Internet Crime.

## **7. Contact Information**

INFOKUBE are happy to answer any questions you may have regarding your INFOKUBE Services. Please note that any discussions with Us are treated in strictest confidence, so we may need to ask You security questions to confirm that we are speaking to the right person.

## **8. Privacy policy**

Your right to privacy is very important to us. INFOKUBE recognise that when you choose to provide INFOKUBE with information about yourself, you trust that we will act in a responsible manner. INFOKUBE believe this information should only be used to help us provide you with a better Service.