

CRITERION IT LTD.

www.criterionit.co.uk

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CRITERION CLOUD

TERMS OF USE

DATE

1st October 2014

VERSION

1.2

Criterion Cloud – Terms of Use – V1.2 – October 2014

Criterion IT Ltd (Criterion) provides email, remote backup, application hosting and online service desk services, delivered under the trading style of Criterion Cloud

Criterion reserves the right to suspend or cancel access to any or all services provided by Criterion if in Criterion's view the services have been used inappropriately.

Criterion reserves the right to change our Terms and Conditions when necessary. It is your responsibility to ensure that you are up to date with all of our Terms and Conditions.

By signing up for and/ or otherwise accessing any of the services or products offered under the Criterion Cloud trading style you agree to be bound by all the Terms and Conditions listed here.

These Terms and Conditions supersede all earlier versions.

Terms and Conditions - General

These General Terms & Conditions and any Service Specific Terms & Conditions, the Acceptable Use Policy and any information relating to the Service/Package purchased from Criterion forms the Agreement between Us. If any of these General Terms & Conditions are inconsistent with any terms set out in Criterion's Service specific terms & conditions, the Service specific terms & conditions shall prevail.

You acknowledge and accept that Your use of the Services must be in accordance with the Acceptable Use Policy which is included in this document.

1. Definitions

1.1 "Agreement" means any agreement to which these terms & conditions are incorporated.

1.2 "Criterion" means Criterion IT Ltd with registered office at 15, Riverside Park, Wimborne, Dorset, BH21 1QU, company number 07496097.

1.3 "Package" means a collection of Services.

1.5 "Prices" means the Prices for the Services set out as notified to You.

1.6 "Services" means the Services to be provided by Criterion.

1.7 "You/Your" means the person or company who purchases Services from Criterion.

2. Duration and Automatic Renewal of Services

2.1 Unless specifically stated to the contrary in the details of the Service and/or Package You purchase, all Services for which payment is required on a monthly basis are provided for a fixed annual (i.e. 12 month) term.

2.2 Unless specifically stated to the contrary in the details of the Service and/or Package You purchase, all Services for which payment is required annually in advance shall be provided for a fixed annual (i.e. 12 month) term. The contract will automatically renew on its anniversary date and continue for successive further 12 month periods, unless terminated in accordance with these General Terms & Conditions or the Services or Package specific terms, if different to these General Terms & Conditions.

2.3 Unless specifically stated to the contrary in the details of the Service and/or Package You purchase, all Services for which payment is required biennially in advance shall be provided for a

fixed biennial (i.e. 24 month) term. The contract will automatically renew on its anniversary date and continue for successive further 24 month periods, unless terminated in accordance with these General Terms & Conditions or the Services or Package specific terms, if different to these General Terms & Conditions.

2.4 Please be aware that unless You terminate the Services in accordance with clause 3 below or the Services or Package specific terms, the Services will automatically renew on the anniversary date of the contract for a successive contract term and You will be responsible for a further 12 or 24 months Prices whichever is applicable. If you choose to terminate the Services any time after the anniversary date of the contract You will still be required to pay the Prices for the remaining period of the then current term of the contract.

3. Cancellations

3.1 You are entitled to cancel the Services by submitting a cancellation request to our support team via email no less than 30 days prior to the anniversary date of the contract term or the relevant service specific terms & conditions pertinent to the Services or Package you have purchased.

3.2 Criterion reserves the right to cancel and/or suspend Your Service at any time without notice if You breach these General Terms & Conditions and/or Service Specific Terms & Conditions and/or our Acceptable Use Policy.

4. Payment

4.1 All Services and Packages must be paid for in advance in accordance with the specific provisions of that Service or Package.

4.2 Criterion reserves the right to change the Prices and/or nature of its Services by giving You written notice of those changes.

4.3 Criterion reserves the right to suspend Services until payment is received in full and all outstanding debt is cleared. You are responsible for any additional costs incurred by Criterion in the collection of outstanding debt.

5. Appropriate Service use

5.1 Criterion reserves the right to refuse Service and/or access to its servers and/or Services to anyone.

5.2 Criterion does not allow any content which breaches our Acceptable Use Policy to be stored on its servers:

5.3 Refusal of Service based on the content being contrary to our Acceptable Use Policy is entirely at the discretion of Criterion.

5.4 Criterion reserves the right to move Your data to a different server with no previous notice.

6. Scheduled maintenance

6.1 To guarantee optimal performance on the servers, it is necessary for Criterion to perform routine maintenance. Such maintenance often requires taking Criterion Exchange servers off-line, typically performed during off-peak hours. Criterion will give You advance notice of maintenance requiring the servers to be taken off-line whenever possible.

7. Ownership of data

7.1 All data created or stored by You within Criterion's applications and servers are Your property. Criterion shall allow access to such data by only authorised Criterion personnel. Criterion makes no

claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space or within applications on Criterion's servers.

7.2 You are responsible for backing up Your data.

8. Passwords

8.1 It is the account owner's responsibility to keep his/her password(s) confidential, and to change the password on a regular basis. Criterion is not responsible for any data losses or security issues due to stolen passwords.

9. Criterion Disclaimers and Warranties

9.1 Criterion does not back up your data/website unless that service is specifically purchased, and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Criterion cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all Service interruptions caused by Criterion and its employees.

9.2 Criterion makes no warranties or representations that any Service will be uninterrupted or error-free. You accept all Services provided hereunder "as is" without warranty of any kind.

9.3 So far as permitted by law and particularly in respect of non-consumers, 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 each of the Services to be provided hereunder to the fullest extent permitted by law.

10. Liability

10.1 Criterion shall not be liable for any loss or damage of whatsoever 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.

10.2 Criterion 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.

10.3 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of Criterion, its employees or its sub-contractors.

10.4 Criterion shall not be liable for any interruptions to the Services or outages arising directly or indirectly from:-

10.4.1 interruptions to the flow of data to or from the internet;

10.4.2 changes, updates or repairs to the network or software which it uses as a platform to provide the Services;

10.4.3 the effects of the failure or interruption of Services provided by third parties;

10.4.4 Your actions or omissions (including, without limitation, breach of Your obligations set out in the Agreement) or those of any third parties;

11. Force Majeure

11.1 Criterion shall not be responsible for any failure to provide any Services or perform any obligation under the Agreement because of any act of God, strike, lock-outs or other industrial disputes (whether involving the workforce of Criterion (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 its reasonable control.

12. Notice

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

13. Governing Law

13.1 Your rights and obligations and all contemplated by this Agreement shall be governed by English law and You submit to the exclusive jurisdiction of the English Courts.

14. Assignment

14.1 You shall not assign, sub-license or transfer Your rights or obligations under this Agreement to any third party without the prior written consent of Criterion. However, in the event that Criterion consents to such an assignment, sub-license or transfer, then this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

15. Agreement

15.1 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 here in.

16. Relationship of the Parties

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

Acceptable use policy

Use of Services

1.1 Criterion offer unlimited web space and bandwidth with some account types. By this, we mean unlimited space for legitimate web site content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any material which does not comply with our content guidelines (see section 3)

1.2 Criterion reserve the right to delete mailboxes (including contents) that are deemed inactive, i.e. have not been accessed within the last 180 days.

1.3 Criterion will suspend access to, or cancel, an account which:

1.3.1 Contains invalid or fraudulent details.

1.3.2 Initiates a payment card chargeback.

1.4 You agree;

1.4.1 not to re-sell or offer for the use of third parties any part of our services, unless you have purchased a reseller package or dedicated server.

Acceptable use guidelines

2.1 You may not use the Services:

2.1.1 in any way that breaches any applicable regulation , UK or International law.

2.1.2 in any way that is fraudulent;

2.1.3 to host any material which is in breach of our content guidelines (see section 3);

2.1.4 to transmit, or otherwise permit any unsolicited or unauthorised advertising or promotional material or any other form of similar marketing material ,also known as SPAM or Unsolicited Commercial E-mail (UCE)

2.1.6 to publish or otherwise distribute Warez, copywritten or other illegal material. The onus is on You the customer to prove that You own the rights to publish material, not for Criterion to prove that You do not.

2.1.7 to participate in any file-sharing/peer-to-peer activities;

2.1.8. as a file backup store, accept where that service is specifically purchased. All files uploaded to a domain on our servers must be visible and accessible by visiting that domain, unless they are hidden files needed to operate the website; we reserve the right to delete files which do not match these criteria without giving notice to you.

2.1.9 to use excessive amounts of server resources. These include bandwidth, processor utilization and / or disk space.

2.1.10 to offer HTTP downloads from your site, other than where the files are directly related to the subject matter of the site. We recommend you stream any multimedia content including audio and video files.

2.1.11 to redirect users from a non-.XXX website to a .XXX website

Content guidelines

3.1 These content guidelines apply to any and all services provided by Criterion to You .

3.2 Material published to or transmitted through our servers must:

3.2.1 be accurate (where stating facts);

3.2.2 comply with applicable law in accordance with section 2.1.1 of this policy.

3.3 Material must not:

3.3.1 be defamatory of any person;

3.3.2 be obscene, offensive, or inflammatory;

3.3.3 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 Criterion.

3.3.5 infringe any copyright, or trade mark.;

3.3.6 be likely to deceive any person;

3.3.7 promote or assist any illegal activity;

3.3.8 be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

3.3.9 be used to to misrepresent your identity or affiliation with any person or organization ;

3.4 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.

4. Enforcement

4.1 We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of Criterion Services. When a breach of this policy has occurred, we may take such action as we deem appropriate in accordance with section 1.1 of this Acceptable Use Policy.

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

4.2.1 immediate, temporary or permanent withdrawal of your right to use Criterion Services;

4.2.2 immediate, temporary or permanent removal or archiving of any content in breach of our Content Standards (as defined in section 3 of this Acceptable Use Policy) uploaded to our servers;

4.2.3 issue of a warning to you;

4.2.4 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;

4.2.5 further legal action against you; or

4.2.6 disclosure of such information to law enforcement authorities as we reasonably feel is

necessary.

4.3 We 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.