

1 - TERMS OF SERVICE (TOS)

Customers are required to provide valid contact details, including a telephone number and email address and must inform us of any changes.

Payment terms for all invoices and services are strictly 7 (SEVEN) days from date of invoice. Payments are made one month in advance for all services.

ADT Systems limited automatically charge an £8 + VAT late payment fee should your payment reach us after the 7 day payment period from date of invoice. This will be invoiced separately to your account and non-payment of this charge may lead to service suspension.

After 7 days, your account will be placed on hold. Failure to pay after 14 days will lead to immediate termination of service and possible loss of data..

ADT Systems limited do not offer refunds for servers and services purchased in advance.

You must inform the accounts department at least 30 days before your billing date if you intend to cancel after the agreed minimum contract period.

Cancellation requests should be sent to accounts@adtsystems.co.uk and a Support issue should also be raised.

Failure to do so will result in your account being charged for one extra month.

You agree not to use the service to:

Upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene (illegal pornography), libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. Please note that IRC services may not be run on our network. Contact us for clarification where needed.

Harm minors in any way.

Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity. Forge headers or spoof or monitor/sniff IP packets.

Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content or Third Party Content transmitted via the Site.

Upload, post or otherwise transmit any Third Party Content that you do not have a right to transmit under Law or under contractual or fiduciary relationships.

Upload, post or otherwise transmit any Third Party Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.

Upload, post or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas of the Site that are designated for such purpose.

Upload, post or otherwise transmit any Third Party Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.

Do anything that in the opinion of ADT Systems limited.com is likely to bring the service into disrepute.

ADT Systems limited will take reasonable steps to safeguard the security of any information you input to the Site or send to us on the internet. You are responsible for the security and confidentiality of your username and password.

ADT Systems limited may without notice suspend restrict or terminate your access if such access shall prejudice the efficiency or integrity of the Site. If your server is attacked (DoS) then we reserve the right to remove your server from our network without notice. ADT Systems limited shall report if appropriate misuse or abuse of the Site by You to any regulatory authority or, in the case of criminal matters, the police.

Limitation of liability

ADT Systems limited ('the Company') shall not be liable for any direct, indirect or consequential loss or damages you may incur or suffer arising out of or in connection with your use of any service provided by the Company or any of its affiliates, which shall include, but without limiting the generality of the foregoing, the following matters:

Delay or inability to use the service or a Linked service

Reliance upon Third Party Content

Loss of confidentiality

Termination of your access

Virus transmitted

Failure of communication media

Unauthorised access to your server/computer

Theft

Loss of, or damage to, any data or other information or property

Please note that this limitation excludes network issues which are dealt with by our SLA below.

Data Storage (iSCSI) additional terms:

ADT Systems limited will endeavour to provide a full and fault free service at all times

It is your own responsibility to encrypt your data before transmission onto our network. ADT Systems limited do not encrypt any data the you may send or store on our storage systems.

In the unlikely event of data loss ADT Systems limited will not be held responsible for any losses you may incur. ADT Systems limited recommend that customers make their own daily data backups at all times to minimise any impact should a data loss occur.

Customers with 2-way replication will receive a Service Level Agreement (SLA) for any outage periods, should they occur, as detailed below. Customers with 1-way replication will be notified at least 7 days in advance of any maintenance works that may require your service to be temporarily interrupted.

ADT Systems limited treats Your privacy seriously.

Your use of the service signifies your consent to us collecting and using personal information about you in accordance with this policy of terms and conditions. ADT Systems limited use the personal information collected about You to let you know about new goods, services or offers. ADT Systems limited reserves the right to access and disclose individually identifiable information to comply with Laws or to protect itself or its users.

The laws of England and Wales shall govern these terms.

2 - SERVICE LEVEL AGREEMENT (SLA)

Every Dedicated and Co-located Server customer benefits from the following SLA guidelines:

Data Transmission SLA details including latency

99.9% SLA Uptime

> or = 40ms European latency

> or = 130ms USA latency

> 0.01% packet loss

Should our network performance (packet loss and/or latency) fall below the above mentioned specifications credit up to 5% of the monthly total will be awarded. As mentioned, our SLA base level is 99.9% uptime. Should the network fall below this level for any reason we will offer the following credits:

95% to 99.8% = 10% monthly credit

90% to 94.9% = 25% credit

89.9% or below = 40% credit

iSCSI Storage Service Level Agreement

Customers who opt for 2-way replication receive a 100% SLA. If the service fails at any time we will refund you 100% of that months fees. Customers with standard 1-way replication do not receive a service level agreement.

By paying for any service offered by the Company, you agree that these credits are your sole remedy in respect of any failure by the Company to meet the service levels and that there are no other rights or remedies available at law.

The laws of England and Wales shall govern these terms.

SLA uptime is monitored on rolling monthly periods.

Signed on Behalf of the Customer.	Signed on Behalf of ADT.
Print Name.	Print Name.
Date.	Date.
Customer.	ADT Systems Limited.

By signing this form you are agreeing to the terms & conditions as stated on pages 1-2 of this document