

AMBINET HOSTING AND MAIL SERVICES

The hosting services that we provide to our customers are responsible for ensuring that all persons who access our services through their internet connection are aware of the following terms. The fees payable to us by you for our provision to you of the Hosting and Mail Services is an annual requirement based on the service provided.

1.1 We will use our reasonable endeavours to make our servers available to you as part of the Hosting Service you purchase for ninety-nine percent of each calendar month. We do not warrant access to our servers will be uninterrupted or error free but we shall use reasonable endeavours to keep downtime to a minimum.

1.2 There is no provision for service credits for any form of downtime or service unavailability.

1.3 It is your responsibility as a client, to maintain up-to-date back-up copies of any data, information, emails or other material you upload (or permit to be uploaded) onto our servers ("Material") as part of your use of the Hosting / Mail Services. In the event of loss of or damage to your Materials, Ambinet does not accept responsibility of loss, destruction, alteration or disclosure of your Material data in hosting, databases or emails.

1.4 Each mailbox has a storage quota which is in place to protect Your account and others from potentially large volumes of email being sent to a single address that could materially affect the email system server. It is the mailbox owner's responsibility to ensure that his/her mailbox does not reach its allocated level.

1.5 Ambinet monitors the server as a whole but does not monitor individual mailboxes. The Exchange server uses SMTP, a "store-and-forward" email protocol, to deliver outbound messages. This protocol does not guarantee immediate delivery of email messages.

1.6 Ambinet makes every reasonable effort to ensure mailbox security. On occasions where there may be a problem with specific mailbox data, or the mailbox causes server downtime to an unacceptable level due to viruses, we may have no option, but to remove the mailbox immediately to protect hosted sites on the server concerned and other connected servers on the network. We cannot guarantee to restore data and we accept no liability for the loss of any such data.

1.7 In addition to the aggregate account storage capacity, each mailbox and public folder also has its own storage limit. When the storage capacity is reached on an individual mailbox or folder, the Exchange servers shall stop sending or receiving messages. Ambinet is not responsible for Service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity.

1.8 If Ambinet identify a domain, mailbox or database is causing problems with the hosting server or the wider network; we will remove the offending element or in extreme cases, disable or suspend all Services to the domain as appropriate.

1.9 Your right to privacy is very important. That's why we have will protect your personal information. By using our service, you give your consent that all personal data you submit may be processed in the manner and for the purposes described below.

- To help us identify you and any accounts you hold with us;
- To enable us to review, develop and improve the website and services;
- To provide customer care;
- To carry out marketing and statistical analysis;
- To notify you about changes to our website and services;

- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contact for such purposes.

2.0 Our cookie policy is applicable to all websites, messaging (online chats/emails) and services that we provide or are provided on our behalf. We use cookies and similar services to track customers' use on our website, analyse customer trends and obtain customer information. We may also use cookies to collect specific types of information including:

- the Internet domain and IP address from which you access the web site;
- the type of browser and operating system you use;
- the date and time of your visit;
- the pages you visit;
- the address of the web site from which you linked to us (if applicable).
- This is solely statistical data that enables Us to analyse customer trends and does not identify personally identifiable information.

3.0 Domain Transfer - In the case where we are instructed by the client to transfer their domain name to an alternative provider, we will follow the well established step to ensure the domain name is transferred successfully, however, whilst the transfer is initiated or the domain name has been unlocked following the client's instruction Ambinet or its subsidiaries cannot be held liable for the loss of the said domain name or any data associated with it. It is the clients responsibility to ensure all associated data including websites, emails and databases are backed up and available, if required, to the alternative provider. Ambinet will support the re-establishment of any website with the alternative provider following the approval and payment for the work to be undertaken.

4.0 Website - Client Access - Upon completion of a website where handover and admin user access is given to the client to update their own site independently, we recommend the site is backed up before undertaking any changes to ensure all credentials are secured should there be a need to revert back to any existing style.

Ambinet cannot be held responsible if changes or alterations made to the site result in loss of data or corruption to the coding language used to develop it. If this does occur, a charge will be applied by Ambinet to rectify and restore the site.