



SCHEDULE B

Terms and Conditions for the provision of Hosted Services

These Terms are to be read in conjunction with our General Provisions for the Supply of Services. Unless the context otherwise requires initially capitalised terms used herein shall have the same meaning as when used in our General Provisions.

1. Services

Details of our Hosted Services can be found on our website at <http://www.gconnect.net/hosting.php>

Brief descriptions of the portfolio of services falling with the scope of this Schedule are as follows:

“Community Web Hosting” comprises web hosting on a server or group of servers managed by us to provide web hosting services for multiple customers. The resources of the server or group of servers are shared between the various customer web sites;

“POP Email Hosting” comprises email services hosted on a server or group of servers managed by us to provide email services for multiple customers. The resources of the server or group of servers are shared between the customer email accounts.

“Domain Name Registration and Management”
comprises domain names registered through the appropriate registration body and DNS records maintained on our name servers.

“AVS” comprises an Anti virus and Spam Scanning Service

“Hosted Applications” comprises applications hosted on a server or group of servers and managed by us. The resources of the server or group of servers are shared between multiple customers’ applications. Customers have flexibility within the term of the contract as to the number of user licences needed on a month by month basis. This category of Hosted Services includes Hosted Exchange, Hosted Blackberry Enterprise Server, Hosted Sharepoint, Hosted Citrix, and Hosted Terminal Services.

“Business 2 Service” is a combination of Community Web Hosting and POP Email Hosting.

2. Charges

Charges for each service comprised in our portfolio of Hosted Services are available on application.

3. Orders

- i) Your Order for any of the above Hosted Services must be submitted to us using our standard Order Form which will be generated by our staff and sent to you. . Your Order must be returned by post, fax or signed email to the address, fax number or email address specified in the Order Form.
- ii) Once we start processing your request for Hosted Services you are obliged to pay us our full fees. For the avoidance of doubt should you decide to cancel your request any fees paid will not be refunded.

4. Duration

This Agreement for any of our Hosted Services will be for a minimum Subscription Period set out below ("Minimum Term") which will be dependent on the Service for which you elect to subscribe. The Agreement will start on the date your Order is received and will run for the Minimum Term after which it will expire unless it is renewed for a subsequent period. If you have payment arrangements in place this Agreement will continue after the expiry of the Minimum Term for one or more further terms of equal length unless and until terminated at the end of the Minimum Term or any extension by not less than one (1) month's notice in writing given by either party to the other. Minimum Terms for specific Hosted Services are as follows:

Community Web Hosting	– 12 months, renewable annually
POP Email hosting	– 12 months, renewable annually
Domain Name and Management	– 12 months, renewable annually
AVS	– 3 months, then rolling monthly
Hosted Applications	– 12 months then rolling monthly

This Agreement is subject to the provisions for early termination set out in the General Provisions.

5. **Consequences of Termination**

- i) On termination of this Agreement for any of our Hosted Services for any reason we will cease providing you with Services and your data held on our servers will be deleted.
- ii) On termination, whatever the reason, all accrued Charges for Services shall immediately become due and payable.
- iii) If this Agreement is terminated before the end of the Minimum Term we shall nevertheless be entitled to all Charges for the full length of the Minimum Term.
- iv) In the case of Hosted Applications where Charges are conditional on the number of users and an agreement has been reached that permits the user count to move up and down, the termination fee will be calculated at the average number of users during the 'used' part of the contract.
- v) Termination shall be without prejudice to all and any claims that may have arisen prior to termination.
- vi) If you have a monthly package you are not eligible for a refund under any circumstances.

6. **Storage**

- i) Each of our Hosted Services has a storage quota. This is calculated in MegaBytes or other methods we may specify. This is in place to protect your account and other accounts from potentially large volumes of data that could materially affect the hosting server or group of servers. Additional storage can be purchased should it be required. It is your responsibility to ensure that your service does not exceed its maximum storage quota. We will not be liable for any data lost due to over quota errors.
- ii) We may occasionally need to change storage limits either for operational reasons, or because we reasonably believe you have not been using the Services in accordance with our Acceptable Use Policy (<http://www.gconnect.net/legal.php>). If we do so, we will endeavour to give you at least twenty-one (21) days advance notice of the new limits by email and after that notice expires we may refuse to accept material and/or remove materials which exceed the relevant limits.
- iii) It is your responsibility to keep your passwords confidential and to change the passwords on a regular basis. We will not be liable for any data losses or security issues due to stolen or insecure passwords.

7. **Service Availability**

We monitor the mail platform as a whole but do not monitor individual websites, email accounts or hosted applications. Every effort is made to ensure the continued uptime of the Service, but there is no Service Level Agreement for Hosted Services.

8. **Maintenance**

In order to ensure optimum performance of our servers we need to perform routine maintenance. This means that we need to take our servers off-line from time to time. Where possible, we perform such maintenance during off-peak hours. We will try to give you advance notice of any maintenance which

requires the servers to be taken off-line by sending you an email to your notified email address on your Account or by posting an announcement on our service status page on our website.

9. Security

- i) We try to ensure security and integrity of data at all times. However, despite our efforts, problems may occasionally arise. Where a problem does arise with a specific service, it is your responsibility to inform us of this and we will use all reasonable efforts to resolve the problem. However, we do not guarantee that we can restore any lost or corrupted data and we will have no liability for the loss or corruption of any data. It is your responsibility to ensure that you back up your data as necessary for you.
- ii) We are able provide anti-virus and anti-spam services for incoming e-mail. This service can be purchased separately. While we do our best to remove all viruses and spam, we cannot guarantee that we will catch them all or that no virus will reach your computer. We also cannot guarantee that non-spam messages will never be marked as spam. Messages marked as spam will be re-directed to you 'spamtrap' and will remain there for 7 days. It is your responsibility to ensure that the spamtrap is checked. After 7 days the spam messages will be automatically and permanently deleted. Certain spam checking criteria employed by our AVS system means that email from IP addresses listed in some blacklists cannot be delivered into our servers at all. This means that they will not even be redirected to a spam box.
- iii) It is your responsibility to keep your passwords confidential and to change the passwords on a regular basis. We will not be liable for any data losses or security issues due to stolen or insecure passwords.

10. Ownership of Data and Indemnity

- i) All data created or stored by you within our applications and servers are your property.
- ii) Access to such data is only obtainable by our authorised personnel.
- iii) You agree to indemnify us and hold us fully harmless from and against any claim, loss or damage in respect of any web server content, email content or any other data contained within your email or webmail traffic directed through our servers.