[Last updated 1 May 2016]

Cognisant Hosting Terms and Conditions

You indicate acceptance of these terms and conditions of service by placing an order with Cognisant Hosting. Cognisant Hosting is the trading name for Cognisant Associates & Hosting SL, Avenida del Esparragal, Urb Mijas Golf, Mijas Costa, Málaga,29651, España, CIF B93458974. These terms and conditions will not be varied for individual customers and are non-negotiable.

1   DEFINITIONS

1.1   In this Agreement the following words and expressions shall have the following meanings:

1.1.1   "downtime" means any service interruption in the availability to visitors of the Website;

1.1.2   "intellectual property rights" means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, whether registrable or not in any country;

1.1.3   "Cognisant Hosting" means Cognisant Associates Hosting Services.

1.1.4   "IP address" stands for internet protocol address which is the numeric address for the server;

1.1.5   "ISP" stands for internet service provider;

1.1.6   "server" means the computer server equipment operated by Cognisant Hosting in connection with the provision of the Services;

1.1.7   "the Services" means web hosting, domain name registration, email and any other services or facilities provided by Cognisant Hosting.

1.1.8   "spam" means sending unsolicited and/or bulk emails;

1.1.9   "virus" means a computer programme that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as "worms" or "Trojan horses";

1.1.10 "visitor" means a third party who has accessed the Website;

1.2   Product specifications and details may be found at www.cognisant-hosting.com.

1.3   Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.4   The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

2   INTRODUCTION

2.1   The Customer wishes to provide Cognisant Hosting with data that will be hosted on Cognisant Hosting servers and made accessible via the Internet.

2.2   Cognisant Hosting provides web hosting services and has agreed to host the Customer's data upon the following terms and conditions.

3   DUTIES

3.1   Cognisant Hosting shall provide to the Customer the Services specified in their order subject to the following terms and conditions.

3.2   The Customer shall deliver to Cognisant Hosting the website and the software used in the website which is owned by the Customer, or licensed to him by a third party or Cognisant Hosting ("the Customer Software), in a format specified by Cognisant Hosting.

4   CHARGES ,PAYMENT AND MONEY-BACK GUARANTEE

4.1   Payment methods include PayPal (using PayPal Pay, Visa, or MasterCard) and electronic bank transfer.

4.2   Cognisant Hosting do not accept cheques, postal orders, cash or any other form of payment other than those outlined in 4.1

4.3   The Charges are exclusive of VAT (IVA in Europe), which if payable shall be paid by the Customer.

4.4   Cognisant Hosting shall be entitled to charge interest in respect of late payment of any sum due under this Agreement, which shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the European Central Bank from time to time in force.

4.5   Cognisant Hosting do not provide credit facilities.

4.6   From time to time Cognisant Hosting may make enquiries on the Customers company, proprietor or directors of the Customers company with credit reference agencies. These agencies may record that a search has been made and share this information with other businesses.

4.7   Cognisant Hosting provide "Money-Back Guarantees" on certain products. Should your product qualify for this guarantee please raise a support ticket by sending an email to support@cognisant-hosting.com within 30 days of placing your order for a full refund. This guarantee excludes domain names which may not be cancelled once ordered. Customers are limited to using the money-back guarantee once.

4.8   Pro-rata refunds will not be issued for yearly services that are cancelled before the end of the year.

4.9   Should you fail to pay for services within 7-days of invoice being issued, Cognisant Hosting reserves the right to suspend your account without further notice..

4.10   All services will renew until cancelled by the customer. Cognisant Hosting emails the customers primary email address prior to renewal of services, it is the customers' responsibility to cancel services prior to renewal as no refund can be made once renewal has occurred. Customers must notify us at least 7 days before a service is renewed if they wish to cancel that service. The cancellation process must be fully completed by you before your account is cancelled.

5   IP ADDRESSES

5.1   Cognisant Hosting shall maintain control and ownership of the IP address that is assigned to the Customer as part of the Services and reserves the right in its sole discretion to change or remove any and all IP addresses.

5.2   Where Cognisant Hosting changes or removes any IP address, it shall use reasonable endeavours to avoid any disruption to the Customer.

6   SOFTWARE LICENCE AND RIGHTS

6.1   If the Customer requires use of software owned by or licensed to Cognisant Hosting ("Cognisant Hosting' software") in order to use the Services, Cognisant Hosting grants to the Customer and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive licence to use Cognisant Hosting Software in object code form only, in accordance with the terms of this Agreement. For the avoidance of doubt, this Agreement does not transfer or grant to the Customer any right, title, interest or intellectual property rights in Cognisant Hosting Software.

6.2   In relation to Cognisant Hosting's obligations under this Agreement in connection with the provision of the Services, the Customer grants to Cognisant Hosting a royalty-free, world-wide, non-exclusive licence to use the Customer Software and all text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the website ("the Content"). For the avoidance of doubt, this Agreement does not transfer or grant to Cognisant Hosting any right, title, interest or intellectual property rights in the Customer Software or the Content.

6.3   The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense Cognisant Hosting Software.

6.4   Cognisant Hosting may make such copies of the Customer Content as may be necessary to perform its obligations under this Agreement, including back up copies of the Content. Upon termination or expiration of this Agreement, Cognisant Hosting shall destroy all such copies of the Content and other materials provided by the Customer as and when requested by the Customer.

7   SERVICE LEVELS AND DATA BACKUP

7.1   Cognisant Hosting shall use its reasonable endeavours to make the server and the Services available to the Customer 100% of the time but because the Services are provided by means of computer and telecommunications systems, Cognisant Hosting makes no warranties or representations that the Service will be uninterrupted or error-free and Cognisant Hosting shall not, in any event, be liable for interruptions of Service or downtime of the server.

7.2   Cognisant Hosting carries out data backups for use by Cognisant Hosting in the event of systems failure. Cognisant Hosting do not provide data restoration facilities for individual customers. Even though every effort is made to ensure data is backed up correctly Cognisant Hosting accepts no responsibility for data loss or corruption.

8   ACCEPTABLE USE POLICY

8.1   The website and use of the Services may be used for lawful purposes only and the Customer may not submit, publish or display any content that breaches any law, statute or regulation. In particular the Customer agrees not to:

8.1.1   use the Services or the website in any way to send unsolicited commercial email or "spam", or any similar abuse of the Services;

8.1.2   send email or any type of electronic message with the intention or result of affecting the performance of any computer facilities;

8.1.3   publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights (for the avoidance of doubt this includes licensed software distributed as Warez), via the Services or on the Website;

8.1.4   threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;

8.1.5   engage in illegal or unlawful activities through the Services or via the Website;

8.1.6   make available or upload files to the website or to the Services that the Customer knows contain a virus, worm, Trojan or corrupt data; or

8.1.7   obtain or attempt to obtain access, through whatever means, to areas of Cognisant Hosting network or the Services which are identified as restricted or confidential. This includes leaving your home directory whilst using SSH access to servers.

8.1.8   operate or attempt to operate IRC bots or other permanent server processes.

8.2   The Customer has full responsibility for the content of the Website. For the avoidance of doubt, Cognisant Hosting is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services.

8.3   If the Customer fails to comply with the Acceptable Use Policy outlined in Clause 8.1 Cognisant Hosting shall be entitled to withdraw the Services and terminate the Customer's account without notice.

9   ALTERATIONS AND UPDATES

All alterations and updates to the website shall be made by the Customer using the online account management facility, FTP access or SSH access where available. The Customer will be issued with a user name and password in order to access the account. The Customer must take all reasonable steps to maintain the confidentiality of this user name and password. If the Customer reasonably believes that this

information has become known to any unauthorised person, the Customer agrees to immediately inform Cognisant Hosting and the password will be changed.

10   WARRANTIES

10.1   The Customer warrants and represents to Cognisant Hosting that Cognisant Hosting's use of the Content or the Customer Software in accordance with this Agreement will not infringe the intellectual property rights of any third party and that the Customer has the authority to license the Content and the Customer Software to Cognisant Hosting as set out in Clause 6.2.

10.2   All conditions, terms, representations and warranties that are not expressly stated in this Agreement, whether oral or in writing or whether imposed by statute or operation of law or otherwise, including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded. In particular and without prejudice to that generality, Cognisant Hosting shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

11   INDEMNITY

The Customer agrees to indemnify and hold Cognisant Hosting and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Cognisant Hosting arising out of any breach by the Customer of the terms of this Agreement or other liabilities arising out of or relating to the Website.

12   LIMITATION OF LIABILITY

12.1   Nothing in these terms and conditions shall exclude or limit Cognisant Hosting's liability for death or personal injury resulting from Cognisant Hosting negligence or that of its employees, agents or sub-contractors.

12.2   The entire liability of Cognisant Hosting to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

12.3   In no event shall Cognisant Hosting be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or Cognisant Hosting had been made aware of the possibility of the Customer incurring such a loss.

13   TERM AND TERMINATION

13.1   This Agreement will become effective on the date the service is ordered and shall continue until terminated by either party in writing of its intention to terminate the Agreement.

13.2   Cognisant Hosting shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due.

13.3   Either party may terminate this Agreement forthwith by notice in writing to the other if:

13.3.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

13.3.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or

13.3.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

13.3.4 the other party ceases to carry on its business or substantially the whole of its business; or

13.3.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13.4 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

13.5 On termination all data held in the customers account will be deleted.

14 ASSIGNMENT

14.1 Cognisant Hosting may assign or otherwise transfer this Agreement at any time.

14.2 The Customer may not assign or otherwise transfer this Agreement or any part of it without Cognisant Hosting's prior written consent.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16 SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17 NOTICES

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or such other address as such party may

from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

18 ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be updated without notice.

19 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of Spain and the parties hereby submit to the exclusive jurisdiction of the Spanish courts.

20 DOMAIN NAME REGISTRATION

20.1   Domain names are not deemed to be successfully registered until they appear in the relevant WhoIs database of the top level domain name registrar. In the event that a domain name is unavailable when we attempt to register it Cognisant Hosting will provide a full refund for that domain name, this will be the full limit of our liability.

20.2   Please return to the main terms and conditions area of this website to view terms and conditions for individual domain name registrars.

20.3   Cognisant Hosting will make reasonable endeavours to renew domains where the renewal fee has been paid. In the event that we are unable to renew a domain name and that domain name is subsequently lost, the limit of our liability shall be the renewal fee for that domain name.

21 SCRIPTING

Cognisant Hosting are not responsible for customer programming issues other than ensuring that programming languages such as Perl, PHP, Python are installed and functioning on the web hosting system.

22 PRIVACY

To protect your privacy we will not distribute your details to third parties, unless required to do so by law.

23 BANDWIDTH

23.1   Web hosting accounts include a certain amount of bandwidth, if you exceed this amount in any one month your account will be deactivated until you have upgraded to an account that has more bandwidth included or until the start of the following month. Your bandwidth usage is shown in your domains' Control Panel.

23.2   Web hosting accounts that host file distribution (including but not limited to music, video and software) are limited to a maximum bandwidth of 25 GB per month for file distribution.

23.3   Web hosting accounts are prohibited from hosting hardcore pornographic material, hosting graphics or scripts for other websites, storing pages, files or data as a repository for other websites or as a backup, giving away web space under a domain (including Resellers giving away free websites), sub domain or directory.

24 SERVER USAGE

24.1   Should your web hosting account use more than 5% of the servers processing power and as a result have a detrimental effect on other customers we will discuss with you alternative solutions for your hosting requirements.

24.2   Cognisant Hosting does not allow proxy sites of any nature to be hosted on its network.

25   AFFILIATE PROGRAMME

Commission earned via the affiliate programme will only be paid by using a valid direct debit/credit mandate on your account. It is the customer's responsibility to ensure they have this facility. In the event of the customer not being able to obtain this facility then no commission will be paid.

26   EMAIL NEWSLETTER

Cognisant Hosting communicates with it's customers via email and as such you agree to receive by email our regular newsletter which contains amongst other things changes to our terms and conditions, notification of major outages, updates to our products, features and special offers.

27   WEBSPACE USAGE

Unlimited web space offered on web hosting packages is available for genuine web site content; content must be linked into web pages. Customers are prohibited from using the server as a file/backup repository. Customers are expected to employ good house keeping when maintaining their account.

28 MAIL BOXES

Mail boxes for web hosting packages not accessed for 100 days or more will be deleted from the system.

28.1 Email accounts have a limit of 400MB of storage per account. It is customer's responsibility to ensure they do not exceed this level, hence download and remove emails from the server in order to ensure these limits are not breached.

28.2 Email accounts storage can be enhanced by additional optional payment. Please refer to our website for prices or contact sales@cognisant-hosting.com for full details and pricing.

29 RESELLER DEACTIVATED ACCOUNTS

When a Reseller disables a web hosting account, you agree that after 50 days this account may be deleted from the system without notice.

30 DEDICATED & VIRTUAL SERVERS

Cognisant Hosting will provide the hardware, software and internet connectivity as listed on the order page. Cognisant Hosting do not provide software installation, software patches or custom programming or non-hardware support.

All Dedicated and Virtual Servers are subject to a twelve month contract. Once the initial 12 month contract has expired Dedicated and Virtual Servers can be cancelled with 30 days notice. Dedicated and Virtual Servers are excluded from any money back guarantees that may be on offer on Cognisant Hosting website.

Customers should not use their Dedicated or Virtual Server to host or maintain any prohibited content or links.

Prohibited content or links include (but are not limited to):

- Pirated software
- Hacking programs or archives
- Warez Sites
- Distribution of music files, video files, or any other material in which the account holder does not own the copyright.
- Sites not conforming to Spanish law, UK law, and relevant EU legislations.
- Our acceptable use policy above still applies.

Customers should not use their Dedicated Server or Virtual Servers for sending spam emails, nor should they host any site which has been advertised through spam emails whether or not the spam originated from the server.

Cognisant Hosting are not responsible for backing up any data on Dedicated and Virtual Servers.