



SERVICES DESCRIPTION – E-BIZ SERVICES

1. INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in the Terms and Conditions and the Services Order Form and the Fees List will have the same meaning when used in this Services Description.
- 1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the same meanings when used in each of the General Terms & Conditions and the Services Order Form:

"We", "us", "our" and "MT" means Manx Telecom Trading Limited.

"you", "your" and "member" means you the Customer.

"Service" means the E-Biz hosting service as described in our Price List

"Shared Hosting" means multiple customers all hosted on the same infrastructure

"Disk Space" means the amount of space, in MegaBytes, allocated to your specific E-Biz Service. Any file uploaded to your Service will use your allocated Disk Space.

"Bandwidth" means any data used to connect your Service to the internet. This includes visitors to your website, any use of your E-Biz Control Panel, uploading and downloading files and any other use of your Service

"Mailbox Storage" means the total data used per email address on your Service. This includes emails and attachments in any folder stored on your service,

"TLD" means Top Level Domain is the last part of a domain name. For example .com, .net, or .org

"Warez" means any copyrighted works distributed without fees or royalties.

2. PROVISION OF E-BIZ SERVICES

- 2.1 E-Biz Services are available to all Manx Telecom customers.
- 2.2 Upon creation, your E-Biz service will be provided on shared hosting equipment within our Data Centre. With the exception of domain-only services, you will be provided with login details to the E-Biz Control Panel so you can manage your chosen service.
- 2.3 We agree to provide you with your chosen Service as described on the Order Form. You agree to keep the Service for the Minimum Period of Service as set out below
- All E-Biz Services are subject to a 12 months Minimum Period of Service.
- 2.3 E-Biz services are accessed via a suitable internet connection. You are responsible for providing a suitable PC, router and any other items of hardware, software or other communications equipment necessary to enable you to access the Service.
- 2.4 We reserve the right to restrict and review applications uploaded to our hosting equipment. Should an application be uploaded by you, or requested to be uploaded, which is identified by our engineers to have the potential to cause a degraded service to other Customers, or once installed which is identified either by the application vendors or our engineers as being exposed to a security vulnerability, we may refuse an upload request or, in the case that an application is already installed, restrict access to your Service ahead of contacting you to ensure the security and performance integrity of the hosting equipment. We will endeavour to

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contact you prior to any action taken to your Service but this may not always be possible in the event of a security vulnerability.

- 2.5 Applications which require command line access to the hosting platform are not permitted.
- 2.6 You agree that any domain name dispute shall be governed by the Dispute Resolution Policy of the appointed registrar for that domain TLD and that we shall not be liable for any costs regarding a domain dispute between you and any third party, except when expressly stated otherwise, in writing, from us to you.

3. CHARGES

- 3.1 You agree to pay all charges for the Service as specified in the Price List.
- 3.2 Unless otherwise specified in the Price List, all charges are payable in advance. Unless we notify you to the contrary, liability for charges will start from the day your Service is activated.
- 3.3 Unless the Price List provides otherwise, all charges for the Service are exclusive of Value Added Tax which you must also pay us.
- 3.4 You agree to pay for the Service by way of your Manx Telecom bill.
- 3.5 We reserve the right to vary any of the charges for the Service at any time but we will give you 14 days notice before the charges become effective.
- 3.6.1 Should your Service breach the Disk Space or monthly Bandwidth limits once in any 12 month period we will contact you to inform you of this breach and that in the event of a second breach within any 12 month period we will apply additional Disk Space or Bandwidth charges, as appropriate, to your account in order that your account has sufficient Disk Space and/or Bandwidth limits to cover the largest stated breach.
- 3.6.2 Should any email address on your service breach the Mailbox Storage quota limit we will contact you to inform you of this breach and that action should be taken by you to remove emails and/or attachments to bring this account within the Mailbox Storage quota limit. Following notification to you, should any email address on your service still be in breach of the Mailbox Storage quota limit at the start of the next calendar month, we may disable your service until such time that the email(s) in question are back within the Mailbox Storage quota limit advertised on our website
- 3.6.3 You agree that:
 - a) The measurement of all quota limits used by the Service will be performed by equipment installed in Manx Telecom premises and that the amounts recorded by that equipment will be the measure used to determine the total quota limits used by your Service. If, in the event of a dispute arising between you and us regarding the amounts of data recorded each calendar month, the recording of data amounts by Manx Telecom will take precedence.
 - b) The amount of data that will be considered your monthly quota limit, will be that specified on the www.manxtelecom.com website for the Service provided to you.
- 3.7 Domain Names managed by MT on behalf of the customer will be renewed when appropriate for the life of the E-Biz Service. There are no additional charges for domain renewal. Additional domain names and some domains which incur a higher cost, as detailed in our Price List, where managed by MT, will be billed on your Manx Telecom monthly bill. All domains registered by us are subject to the relevant policies on our website.

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- 3.8 Restorations from backup of your Service data are available via request to our Sales team. A restoration is performed on a best endeavours approach and no guarantee is provided to the successful restoration. Should you request a back up this will be chargeable on a time related basis at the rates published in our Price List. The backup schedule of the Service is as follows:
- a) Incremental backup performed daily
 - b) Full server backup performed weekly
 - c) Full server backup performed monthly.

4 ACCEPTABLE USE

- 4.1 You may not use the Service:
- a) In any way which breaches any applicable regulation, UK or International law
 - b) 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
 - c) To publish or otherwise distribute WareZ, copywritten or other illegal material or host information which is likely to deceive any person; promote or assist in any illegal activity; nor use your Service to misrepresent your identity or affiliation with any person or organisation. MT is not responsible for any content hosted on or sent/received via your service. You are solely responsible for any and all data hosted on your Service.
 - d) To be defamatory of any person
 - e) To host any form of adult material. Adult material includes all pornography; or otherwise lewd or obscene content. You agree that the designation of 'adult material' is solely at our discretion.
 - f) To infringe, in any way, the intellectual property rights of a third party, including common law trademark rights and information which contains obvious variants of well-known trademarks not belonging to the Customer.
 - g) 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.

5 SERVICE CARE LEVELS

- 5.1 E-Biz Services are not subject to specific Service Care Levels. The hosting equipment is monitored by our engineers 24x7x365 and platform affecting issues are treated as a priority. Faults with individual customer sites or configurations are dealt with on a best endeavours approach.