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By signing up and/or purchasing products from us you agree to these terms and conditions.

TERMS AND CONDITIONS OF TRADE

You indicate acceptance of these terms and conditions of service by placing an order with KA Distribution Services. These terms and conditions will not be varied for individual customers.

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 your service;

1.1.2 "Intellectual property rights" means patents, trademarks, 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 registerable or not in any country;

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 KA Distribution Services in connection with the provision of the Services;

1.1.7 "The Services" means any services or facilities provided by KA Distribution Services.

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

1.1.9 "Virus" means a computer program 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 your service;

1.2 Product specifications and details may be found at www.ka-distribution.co.uk.

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 INTRODUCTIONS

2.1 The Customer wishes to provide KA Distribution Services with data that will be hosted on KA Distribution Services' servers and made accessible via the Internet.

2.2 KA Distribution Services provides hosting services and has agreed to host the Customer's data upon the following terms and conditions.

3 DUTIES

3.1 KA Distribution Services 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 KA Distribution Services the Website and the software used in the Website which is owned by the Customer, or licensed to him by a third party or KA Distribution Services, in a format specified by KA Distribution Services.

4 CHARGES, PAYMENT, MONEY BACK GUARANTEE & NON-PAYMENT

4.1 Payment methods include Cash, Bank Transfer & PayPal. Please contact us if you would like to pay in cash.

4.2 KA Distribution Services do not accept any other form of payment other than those outlined in 4.1 except where an agreement has been made to take another method of payment.

4.3 KA Distribution Services 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 Bank of England from time to time in force.

4.4 KA Distribution Services will provide credit facilities only for pre-agreed customers.

4.5 KA Distribution Services will not perform any credit checks whatsoever when taking out a product or service with ourselves.

4.6 KA Distribution Services provide "Money Back Guarantees" on certain products. Should your product qualify for this guarantee please raise a support ticket in the customer portal within 30 days of placing your order for a full refund. This guarantee excludes domain names which cannot be cancelled once ordered and custom XML coding which has already been completed and delivered.

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

4.8 Invoices for annual products and services will be generated 30 days prior to the due date. Monthly products and services will be generated 14 days prior to the due date.

4.9 Customers will be sent automated invoice payment reminders 1, 2 and 3 days after the invoice due date.

4.10 Failure to pay invoices within 3 days of the due date will result in automated service suspension. The suspension is automatically lifted following payment using PayPal, or manually using Cash or Bank Transfer payment methods. Manual unsuspension will take place within 24 hours of manual payment.

4.11 All services will be terminated with all data deleted 30 days after non-payment. This is if we receive no response to our reminder emails, and where there no contact from the customer to advise of payment difficulties.

5 IP ADDRESSES

5.1 KA Distribution Services 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 KA Distribution Services changes or removes any IP address it shall use its 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 KA Distribution Services in order to use the Services, KA Distribution Services grants to the Customer and its employees, agents and third party consultants and contractors, a royalty-free, world-wide, non-transferable, non-exclusive license to use KA Distribution Services 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 KA Distribution Services Software.

6.2 In relation to KA Distribution Services' obligations under this Agreement in connection with the provision of the Services, the Customer grants to KA Distribution Services 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 KA Distribution Services 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 KA Distribution Services Software.

6.4 KA Distribution Services may make such copies of the Customer Content as may be necessary to perform its obligations under this Agreement, including backup copies of the Content. Upon termination or expiration of this Agreement, KA Distribution Services 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 KA Distribution Services 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, KA Distribution Services makes no warranties or representations that the Service will be uninterrupted or error-free and KA Distribution Services shall not, in any event, be liable for interruptions of Service or downtime of the server.

7.2 KA Distribution Services carries out hourly data backups for use by KA Distribution Services in the event of systems failure. KA Distribution Services also provides data restoration facilities for individual customers via their control panel, or via a support ticket. Due to the size and nature of podcast episodes, customers are responsible for retaining copies of their own podcast episodes in the unlikely event of data loss. All other files except files with an audio extension will be backed up hourly. Even though every effort is made to ensure data is backed up correctly KA Distribution Services accepts no responsibility for data loss or corruption.

7.3 KA Distribution Services employs a 3rd party management company to maintain and monitor our servers.

8 ACCEPTABLE USE POLICIES

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 Wares), via the Services or on the Website;

8.1.4 Threaten, abuse, disrupts or otherwise violates 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 KA Distribution Services' network or the Services which are identified as restricted or confidential.

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

8.1.9 Host content against the Acceptable Use Policy in this agreement.

8.2 The Customer has full responsibility for the content of the Website. For the avoidance of doubt, KA Distribution Services 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 KA Distribution Services shall be entitled to withdraw the Services and terminate the Customer's account without notice.

8.4 Where applicable, Unmetered / Unlimited means up to the server's capabilities. Once the hard drive that the account is hosted is full on that server this is the limit. No more can be added so another hosting account would need to be purchased on another server to be able to host more content.

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 KA Distribution Services and the password will be changed.

10 WARRANTIES

10.1 The Customer warrants and represents to KA Distribution Services that KA Distribution Services' 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 KA Distribution Services 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, KA Distribution Services shall not be liable to the Customer as a result of any viruses introduced or passed on to the Customer.

11 INDEMNITIES

The Customer agrees to indemnify and hold KA Distribution Services 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 KA Distribution Services 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 KA Distribution Services' liability for death or personal injury resulting from KA Distribution Services' negligence or that of its employees, agents or sub-contractors.

12.2 The entire liability of KA Distribution Services 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 KA Distribution Services 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 KA Distribution Services had been made aware of the possibility of the Customer incurring such a loss.

13 TERMS 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 KA Distribution Services 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 customer's account will be deleted. Backups will also be removed from our systems and no data will be recoverable.

14 ASSIGNMENTS

14.1 KA Distribution Services 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 KA Distribution Services' 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 SEVERANCES

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 email 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.

18 ENTIRE AGREEMENTS

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 England and the parties hereby submit to the exclusive jurisdiction of the English courts.

20 DOMAIN NAME REGISTRATIONS

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 KA Distribution Services will provide a full refund for that domain name.

21 SCRIPTING

KA Distribution Services are not responsible for customer programming issues other than ensuring that programming languages such as Perl, PHP and ASP 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 DATA TRANSFER

23.1 Web hosting accounts include a certain amount of data transfer, if you exceed this amount in any one month your account will be suspended until you have upgraded to an account that has more data transfer included.

23.2 Web hosting accounts that are prohibited from hosting file distribution websites, adult content orientated websites, hosting banners, graphics or cgi scripts for other websites, storing pages, files or data as a repository for other websites, reselling or giving away web space under a domain, sub domain or directory.

24 SERVER USAGE

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

ACCEPTABLE USE POLICY

Our Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what we expect of them while using the service. All users of our services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service).

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, may be harmful to the server or other users, or which may violate this AUP. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your account or other actions as detailed in Section 3 **WITHOUT PRIOR NOTICE**.

This document is intended to provide a basic understand of our Acceptable Use Policy. The following are guidelines for the establishment and enforcement of the AUP:

- Ensure reliable service to our customers.
- Ensure security and privacy of our systems and network, as well as the networks and systems of others.
- Comply with existing laws.
- Maintain our reputation as a responsible service provider.
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services.
- Preserve the value of Internet resources as a conduit for free expression and exchange of information.
- Preserve the privacy and security of individual users.
- We intend to provide our customers access to everything the Internet has to offer. While we are firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both us and the Internet and cannot be permitted under the guise of free speech. The resources of us and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilisation and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You may not use your account to publish material, which we determine, at our sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs.

If an account is used to violate the Acceptable Use Policy or our TOS, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behaviour and any necessary corrective action, however, obvious violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this policy, please contact us.

VIOLATIONS OF THE ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- 1. Illegal use:** Our services may not be used for illegal purposes, or in support of illegal activities. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
- 2. Harm to minors:** Use of our service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
- 3. Threats:** Use of our service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- 4. Harassment:** Use of our service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
- 5. Fraudulent activity:** Use of our service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "phishing schemes," "ponzi schemes," and "chain letters."
- 6. Forgery or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- 7. Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM):** Use of our service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending account.

8. E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending account.

9. E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through our service is in violation of this AUP.

10. Usenet Spamming: We have a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

11. Unauthorized access: Use of our service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ours or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending account is subject to immediate termination.

12. Copyright or trademark infringement: Use of the service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

13. Collection of personal data: Use of the service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

14. Network disruptions and unfriendly activity: Use of the service for any activity which affects the ability of other people or systems to use our Services or the Internet. This includes "denial of service" (DDOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. We will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

15. Fraud: Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

16. Infringement of Copyright: Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

17. Distribution of Viruses: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

18. Inappropriate Use of Software: Use of software or any device that would facilitate a continued connection, i.e. pinging, while using our services could result in suspension of service.

19. Third Party Accountability: Our subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

20. IRC networks: It is absolutely forbidden to host an IRC server that is part of or connected to another IRC network or server. Servers found to be connecting to or part of these networks in any way will be immediately removed from our network without notice. The account and/or server will not be reconnected to the network until such time that you agree to completely remove any and all traces of the IRC account/server, and agree to let us have access to your server to confirm that the content has been completely removed. Any server guilty of a second violation will result in immediate account termination.

21. Resellers: Resellers are responsible for enforcing the AUP and TOS to all of their clients. If their clients are found to be not following them, we will suspend the offending site and let the reseller know. If the reseller domain is found to be in violation, all domains within the resellers possession will be suspended. Resellers are responsible for anything their clients do. If you have any questions or concerns in regards to what is allowed and not allowed please contact us.

22. Streaming Video and Audio: This is possible as a part of your package and will contribute to your monthly data transfer.

23. Legal: If it is not legal in the United Kingdom it is not permitted to reside on our server. If found, the account will be suspended.

24. Adult Material: Adult Material is not allowed, unless specified in your package you have purchased. Sites that contain adult material that is not on an adult approved server/package, will be suspended immediately.

SECURITY

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

Your password provides access to your account. It is your responsibility to keep your password secure.

Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

You must adopt adequate security measures to prevent or minimize unauthorized use of your account.

You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Network Performance

Our accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performances of our systems or networks. We reserve the right to terminate or limit such activities.

If you are hosting a WordPress installation and it becomes compromised due to lack of attention or regular updates, you permit us to access the administration sections of your website in order to perform updates to themes, plugins and other content which may be exploited to protect your site and our servers. In serious cases we reserve the right to temporarily suspend your account until steps have been taken to re-secure your site.

As always, KA Distribution Services strive for 100% uptime for all services. All network systems are monitored. We make no guarantee on network uptime. We are not responsible for losses that may occur due to the downtime of our services.

REPORTING VIOLATIONS OF THE AUP

We request that anyone who believes that there is a violation of this AUP direct the information to us by email immediately. The email address to contact us on is admin@ka-distribution.co.uk.

If available, please provide the following information:

The IP address used to commit the alleged violation.

The date and time of the alleged violation, including the time zone or offset from GMT.

Evidence of the alleged violation.

E-mail with full header information provides all of the above, as do system log files.

Other situations will require different methods of providing the above information. We may take any one or more of the following actions in response to complaints:

Issue written or verbal warnings or Suspend the Member's newsgroup posting privileges or Suspend the Member's account .

Terminate the Member's account.

Bill the Member for administrative costs and/or reactivation charges.

REVISIONS TO THIS ACCEPTABLE USE POLICY

We reserve the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).

PRIVACY POLICY

Our privacy policy can be viewed at <http://www.ka-distribution.co.uk/privacy.pdf>

REFUND POLICY

Exclusions

Please note certain items cannot be returned, unless KA Distribution Services is at fault. These are Bespoke services, Bespoke services are services such as custom XML creation. These Bespoke items cannot be returned unless the Best Service Agreement document is broken. The Best Service Agreement is a Bespoke specification sheet detailing all work to be carried out, your requirements etc.

Requesting Refunds

KA Distribution Services must be informed of your requirement to return faulty, not required or BSA goods within 14 days. Payments are refund using the same system as payment was received i.e. PayPal, Cash or Bank Transfer. Refunded payments will be made within 28 days of your original order.