

PARMAVEX SERVICES WEBSITE USAGE TERMS & CONDITIONS

Website Usage Policy

Our Usage Policy below defines the actions which Parmavex Services considers to be abusive, and thus, strictly prohibited. In using our services you agree to the conditions herein. Should any action be taken by Parmavex in the suspension or the withdrawal of Services the Customer shall forgo any claims against us in respect of refunds for unused Services and any performance claims against Parmavex. The examples named are non-exclusive, and are provided for your guidance. If you are unsure whether any use is permitted, please contact us.

General Conduct

Customers are prohibited from transmitting on or through any of Parmavex's Services, any material that is, in our sole discretion, unlawful, obscene, threatening, abusive, libellous, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international law. In short our websites may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of UK, European, or other International regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute.

Security

Customers may not use our services to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mailbombing, or other deliberate attempts to overload or crash a host or network.

Shared Servers

The customer will ensure that all website content has been suitably tested prior to publication, this is particularly the case with server side script. Should we suspect that a particular website is abusing the resources of a server we reserve the right to suspend or limit the resources of the offending site. Normal service will only be resumed once the customer has identified and rectified any anomalies within the website. Parmavex Services at its discretion may also make a charge to the customer for the work involved by us in identifying the abuse of resources. Customers are not authorised to load or install any application or component of any description without our prior permission. The customer can request that we install such using the support system on the control panel. A charge for installation and any relevant software license fees will be applicable.

Law Enforcement co-operation

Parmavex Service 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. Customers or users who violate systems or network security may incur criminal or civil liability.

E-mail and other types of Internet-based message distribution

Parmavex Service has no tolerance for mass unsolicited email (also known as spam/junk mail). Customers are prohibited in anyway whatsoever from using our servers as a means of sending spam. Please review the information at <http://spam.abuse.net/> for more information on what constitutes unsolicited email or spam.

Infringements of our email policy can result in any one of the following:

- A warning from Parmavex Service, via E-mail or telephone.
- Removal of DNS for the advertised or originating site.
- Temporary shutdown of the server or a block on outgoing mail.
- Permanent disconnection of service.

Infringements of this policy include, but are not limited to:

- Attempting to transmit an e-mail via our servers from a domain name that is not known on the our network, more commonly known as relaying.
- Sending mail to users who have not specifically requested to receive such mail, including opt-out mailing lists.

- Sending, being involved in sending, or employing a third party to send mail which advertises or mentions a site hosted at Parmavex Services to users that have not specifically requested this mail.
- Forging of message headers to mask the originator of the message.
- Harassment, whether through language, frequency, or size of messages, is prohibited.

Limitations

Whilst Parmavex will at all times make every effort to ensure the performance and delivery of services that are directly within its control or not, we give no warranties of any kind, expressed or implied for services provided to the customer. Parmavex disclaims any warranty or fitness for a particular purpose. This includes loss of business, custom, loss of data and all service interruptions unless otherwise stated by Parmavex or agreed with the customer in writing.

Exclusions

The customer will have no recourse to Parmavex if a customer's account is in arrears; we have suspended or withdrawn services as a result of the customer being in breach of any of the terms in the use of the services; is subject to a wind-up order, has been placed into receivership, or ceased trading.

Indemnify

The Customer agrees that it shall defend, indemnify, save and hold harmless Parmavex Services from any and all demands, liabilities, losses, costs and claims, including all legal fees, that may arise or result from any service provided or performed or agreed to be performed by a Customer, its clients, agents, employees or representatives. (1) any injury to person or property caused by any products sold or otherwise distributed in connection with our services; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective product sold via Parmavex Services.

These terms and conditions are subject to English Law.

Parmavex Services reserves the right to revise these terms at any time without due notice.