



Domains, Hosting and Email Services - Terms and Conditions

By purchasing hosting and/or Email services from Pure Energy Multimedia Ltd, you agree to be bound by the following terms and conditions:

1. Pure Energy Multimedia Ltd reserve the right to refuse to Host a website that we may judge as unfit due to content or otherwise. This includes but is not limited to, sites containing adult oriented material such as pornography, sites that promote hatred towards persons belonging to any ethnic group, religion or sexual orientation, sites which provide methods for circumventing copy protection ('warez sites') and sites that infringe copyright or are contrary to UK laws.
2. In order to ensure uninterrupted service to your website, the Hosting Service Contract will automatically renew unless cancelled by the site owner in advance of renewal. Pure Energy Multimedia Ltd must receive written cancellation at least 30 days prior to the date of renewal. Pure Energy Multimedia Ltd will acknowledge the cancellation notice within 48 hours of receipt. If you do not receive acknowledgement, please contact Pure Energy Multimedia Ltd as soon as possible to ensure termination of the Hosting Service Contract.
3. Pure Energy Multimedia Ltd Hosting Service is based on a fixed-term 1-year contract agreement.
4. Refunds – all our Hosting Contracts are based on fixed 1-year contract agreements therefore no refund is offered or promised on unused months if a contract is cancelled early.
5. Transferring a domain away from our servers and/or cancelling your Hosting altogether is no problem, however Pure Energy Multimedia Ltd must receive written notice at least 30 days prior to the date of transfer and/or cancellation.
6. In order to obtain the best value from your Hosting Contract it is advised that cancellation of your Contract should be done as near to month 12 as possible as hosting months not used within the 1-year Contract Agreement cannot be refunded and refunds are neither offered nor promised.
7. Unsolicited Email (SPAM) and Bulk Email - Pure Energy Multimedia Ltd reserve the right not to host, or cancel the Hosting Contract of websites that are advertised through unsolicited email, excessive newsgroup cross posting, or off-topic newsgroup posts. What is considered Spam is determined at the sole discretion of Pure Energy Multimedia Ltd. Sites in violation of this policy may be shutdown without refund of any kind. In addition, any Bulk Emailing that adversely affects the performance of our Mailservers will be either discontinued (upon notifying the customer) or moved to a dedicated Mailserver, depending on the exact volume of messages being sent. The customer will be liable for the additional cost of using the dedicated Mailserver as well as a service fee of £100.
8. Domain Registration Fees cost £25.00 per domain per year.
9. Domains registered with Pure Energy Multimedia Ltd will be automatically renewed at the end of each term unless specifically requested not to renew by the customer.
10. If you wish to cancel a domain name renewal, your request to cancel must be received in writing by Pure Energy Multimedia Ltd a minimum of 30 days prior to the domain renewal date.
11. We regret that Pure Energy Multimedia Ltd cannot guarantee to cancel a domain renewal if clause 10 has not been followed.
12. Pure Energy Multimedia Ltd will assume that all content displayed on a customer's website is the property of the customer and free to display without breaching copyright laws. Under no circumstances will Pure Energy Multimedia Ltd be held liable for any breach of copyright laws arising from the display of the said content. In the event of ownership dispute of material, Pure Energy Multimedia Ltd reserve the right to withdraw Hosting Services until the matter is resolved. During this time, the customer may remain liable for all Hosting fees.
13. In the event of a website having a publicly accessed forum (ie: message boards, guest books etc.), it is the site owner's sole responsibility to ensure these forums are correctly moderated. Under no circumstance can Pure Energy Multimedia Ltd be held liable whatsoever, for any posting(s) made onto a website hosted by Pure Energy Multimedia Ltd.
14. In the event of a website having eCommerce facilities (SiteWise), for security reasons Pure Energy Multimedia Ltd insist on Hosting the site on it's Secure Servers only.
15. In the event of a website using our SiteWise Content Management, hosting must be on Pure Energy Multimedia Ltd servers only. We regret that in the event of a customer wishing to transfer their hosting to another company, Pure Energy Multimedia Ltd is unable to allow SiteWise to be transferred with the site.
16. Whilst Pure Energy Multimedia Ltd tries to ensure that all of our products and services meet the high standards expected by our customers there may be certain times when we may be unable to meet them, these are but not limited to: Force Majeure - where there are circumstances beyond our control e.g. Acts of God, strikes, lock outs, technical failure or terrorist attack.

17. On rare occasions - primarily for essential technical maintenance or security reasons it may be necessary for your current server to be turned off or rebooted causing a temporary disconnection of your hosting service. Wherever possible, Pure Energy will always advise beforehand of any possible disconnection and in any case, any said disconnection will be kept to an absolute minimum and will wherever possible be done 'out-of-hours' ie: during the night/weekends.
18. In any such event as detailed in condition 16 and 17 Pure Energy Multimedia Ltd shall try to resolve any such problem insofar as it is possible. Unfortunately Pure Energy Multimedia Ltd cannot be held liable for these or any other unforeseen disconnections or disconnections resulting from the upgrading of Server equipment or essential maintenance.
19. Each of the Clauses of these Terms and Conditions shall be construed separately (unless otherwise stated) and independently of each other. Invalidity of any one part shall not affect the validity of any other part.
20. You attest that you are of legal age to enter into this agreement. You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated the desirability of the service and are not relying on any representation agreement, guarantee or statement other than as set forth in this agreement.
21. This agreement shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English courts. Your statutory consumer rights are unaffected by these terms and conditions.

Pure Energy Multimedia Ltd reserves the right to change or modify any of the terms and conditions contained herein. E&OE.

If you have any complaints or comments about these Terms and Conditions or about the quality of service you have received from Pure Energy Multimedia Ltd, please e-mail us or write to us stating the full nature of your complaint. We take customer satisfaction very seriously and will investigate your complaint promptly and thoroughly.

Pure Energy Multimedia Ltd
The Counting House
High Street
Haverhill
Suffolk
CB9 8NT
Telephone: 01440 709794
Email: customer care@pureenergymultimedia.com

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