1. Definitions

1.1.   Client means person, firm or company, that purchases or agrees to purchase goods or services from CME Digital.

1.2.   'CME Digital' means 'JPARC Limited trading as CME Digital'.

1.3.   Goods or Services means the item supplied by CME Digital as specified on the order form.

1.4.   Contract means a contract for the supply of goods and services by CME Digital.

2. Terms & Conditions

2.1.   These terms and conditions apply to all contracts for the sale and supply of goods and services by CME Digital to the exclusion of all other terms and conditions which the client may purport to apply.

2.2.   By completing the order form, orders by the mode of telephone or email or logging into your account/uploading files the client will be deemed to have accepted and agreed to these terms and conditions.

2.3.   Any variation of the terms and conditions shall be inapplicable unless agreed in writing by CME Digital.

2.4.   CME Digital reserve the right to amend and update these terms and conditions at anytime without notice.

3. Supply

3.1.   CME Digital agrees to provide the service to the client to the extent described in the client agreement from and according to the terms and conditions of this contract. The service level shall be deemed incorporated in to this contract.

3.2.   If the client's bandwidth or processor usage reaches the point where it has an adverse affect on other clients CME Digital reserve the right to disable services until you can reduce your usage.

3.3.   Each account includes a set amount of bandwidth, if you use more than this amount then you agree to pay for this extra bandwidth at the rate of £10 per 1 GB, or part thereof, of usage. This must be paid within 14 days of being told that you have gone over your allotted amount.

3.4.   CME Digital cannot guarantee any level of service, although any problems will be solved as soon as possible.

3.5.   IP Addresses provided by CME Digital as part of the services shall remain under the control and ownership of CME Digital or their agents. CME Digital reserves the right in its sole discretion to change or remove any and all IP addresses.

3.6.   Where CME Digital changes or removes any IP address it shall use its reasonable endeavours to avoid any disruption to the Customer.

4. Domain Names

4.1.   The client undertakes and warrants to CME Digital that the registration of any domain name requested by it:

4.1.1.   and the manner in which it is to be directly or indirectly used will not infringe any third party rights; and

4.1.2.   not being made in bad faith or could be considered to be an abusive registration under the ICANN, Nominet or any other appropriate registration authority dispute resolution policies, whichever is appropriate.

The client also confirms and warrants that any requested domain name is not being registered and will at no time whatsoever be used for any unlawful purpose.

4.2.   The client acknowledges that whilst CME Digital will make reasonable endeavours to register a requested domain name, CME Digital will not be obliged to accept any request to register or continue to process any registration of a requested domain name.

4.3.   CME Digital' domain services are limited to forwarding the application for registration to the relevant naming authority, providing reasonable administration services in relation to the application and notifying the result of the application to the client within a reasonable period after communication from the authority. CME Digital will use reasonable endeavours to notify the client of any renewal dates however CME Digital accepts no liability for the loss of registration of any requested domain name.

4.4.   CME Digital makes no representations or warranties (expressed or implied) of any kind (and they are expressly disclaimed) with respect to availability or likelihood of registration of any requested domain name. The client acknowledges that CME Digital cannot guarantee the reservation or registration of any requested domain name and that the registration of such domain name will be subject to any registration requirements of the appropriate registry.

4.5.   The client is responsible for ensuring the spelling of a requested domain name is correct. The client will notify CME Digital of any incorrect spellings of a requested domain name within 24 hours of the initial request.

4.6.   The Client will at all times comply with the terms and conditions (from time to time subsisting) applying to the registration of domain names published by the relevant naming authority (including the domain

dispute resolution policy of that authority) and any other authority having similar force.

4.7.   Domain names are not deemed to be successfully registered until they appear in the relevant 'whois' database of the relevant registry. In the event that a domain name is unavailable when we attempt to register it CME Digital will provide a full refund of the registration fee for that domain name, this will be the full limit of our liability.

4.8.   CME Digital 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.

4.9.   CME Digital may from time to time change the registrar that a requested domain name is held with, at its discretion and without notice to the client.

4.10.   The client agrees and acknowledges that CME Digital will make registration information provided by the client in relation to the requested domain name available to ICANN, Nominet or any other appropriate registration authority, the registry administrators, and other third parties as applicable laws may require or permit including the police or other enforcement authority. The client further acknowledges that CME Digital may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information provided, for purposes of inspection (such as through the 'whois' service) or other purposes as required or permitted by ICANN, Nominet and applicable law. The client consents to any and all such disclosures, whether during or after the term of registration of the requested domain name. The client irrevocably waives any and all claims and causes of action arising from such disclosure or use of the domain name registration information by CME Digital.

4.11.   If the client wishes to transfer ownership of a requested domain name then it will procure that all necessary consents to that transfer are obtained and will deliver up to CME Digital, on demand, documentary evidence of that all such consents have been obtained. The client agrees that prior to transferring ownership of a requested domain name to another person (the "Transferee") the client will procure that the Transferee agrees in writing to be bound by the terms of the Agreement. A requested domain name will not be transferred until CME Digital receives such written assurances as it requires that the Transferee is bound by the terms of the Agreement.

4.12.   CME Digital will not transfer ownership of a requested domain name until all Fees

attributable to CME Digital which are due have been paid by the client to CME Digital.

4.13.   CME Digital will only act as registration agent for a requested domain name that is owned or managed by the client if the client has an active hosting account or domain name holding account with CME Digital.

5.   Price & Payment

5.1.   Payment by the client will be either on a monthly or yearly payment basis, in advance.

5.2.   Payment for hosting accounts is due each anniversary month or year following the date the account was established. Clients will automatically be charged again at the end of their period unless closure notification has already been given.

5.3.   All prices and charges are exclusive of VAT, which if payable shall be paid by the client.

5.4.   Payment on a monthly basis will be by credit card, debit card, direct debit or electronic bank payment.

5.5.   CME Digital reserves the right to vary the amount payable (monthly or yearly) from time to time; however we will give you 30 days prior written notice of any such variation.

5.6.   We do not offer any form of credit to clients.

5.7.   If the client's service or account is activated before payment is made then payment must be sent in full.

5.8.   If payment is not made and received in full within 7 days from the completion of the agreement all technical support for the site will be revoked. If payment is still not made in the following 7-day period the client's account will be deleted from out servers and all DNS services will stop.

5.9.   CME Digital 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.

5.10.   Any returned cheques to clients will incur an administration fee of £50.00.

5.11.   CME Digital has no obligation to carry out any work until full payment in advance has been received in cleared funds.

5.12.   CME Digital provides a "100% satisfaction guarantee" on certain products and services. If your product or service qualifies a client may claim a complete refund within the first 14 days of service for whatever reason. The request must be sent via email using the address initially used to

register and must ask for a refund under the satisfaction guarantee. The request must be sent before the 14 days has past. This guarantee excludes domain names which may not be cancelled once ordered. Clients are limited to using the satisfaction guarantee once.

5.13.   From time to time CME Digital may make enquiries on the client with credit reference agencies. These agencies may record that a search has been made and share this information with other businesses.

5.14.   All services will renew until cancelled by the client. CME Digital emails the client's primary email address prior to renewal of services, it is the client's responsibility to cancel services prior to renewal as no refund can be made once renewal has occurred. The client must notify us at least 72 hours 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.

6. Termination

6.1.   The initial term of the contract shall be the period described in the contract and shall commence on the date of acceptance by the client. Thereafter the contract will continue on a monthly or yearly basis unless terminated according to the provisions below.

6.2.   All account cancellations must be done via email using the address initially used to register, with at least 7 days notice. Notifications must include user name, principal contract name and reason for cancellation. Third party cancellations are not accepted for security reasons.

6.3.   CME Digital reserve the right to cancel your account at anytime without notice.

6.4.   When your account is closed whether by clauses 5.2, 5.3, 7.7 or any sections under clause 10, all files will be deleted.

6.5.   Any attempt to use the Control Panel for purposes other than its intended use will result in your account being terminated.

6.6.   Any improper use by the client under any sections under clause 10 will result in immediate termination of CME Digital' service.

6.7.   If a client has ordered a service on an annual subscription CME Digital expects the client to commit for this period of time. If the client wishes to cancel or breaks any of the terms and conditions and their account is cancelled within this service period, CME Digital will not make any refunds for any unused portions of the client's account. Whilst CME Digital does not offer refunds the client has no obligation to continue using our service.

7. Company's Liability

7.1.   In no circumstances whatsoever will CME Digital be liable for economic, indirect or consequential loss arising from delays or service interruptions.

7.2.   CME Digital will not be responsible for loss occasioned by computer viruses, whether introduced by CME Digital' software or otherwise.

7.3.   CME Digital reserve the right to remove material deemed inappropriate from your web pages, without prior notice. CME Digital do not allow 'Warez', Illegal MP3 websites or porn on their servers.

7.4.   CME Digital shall not be held liable for any loss or damage caused by the use, misuse, unavailability or removal of services.

7.5.   Whilst CME Digital shall expeditiously seek domain registration, CME Digital shall not be liable in the event of the domain having been registered by some other person by the time CME Digital seeks registration in which event a full refund of the registration fee will be paid to the client without any other liability on the part of CME Digital for loss by the client.

8. Client's Liability

8.1.   It is the client's responsibility to carry out computer virus precautions.

8.2.   Data stored on our servers is not backed up. It is the responsibility of the client to keep independent backup files of important data. CME Digital cannot be held responsible for any loss incurred from the client's inability to backup any files.

8.3.   Clients must not leave their home directory at anytime.

8.4.   Clients must not attempt to gain the privileges of another user.

8.5.   Clients may have commercial use of web and ftp space. This privilege must not be abused. If CME Digital believes that this or any other facilities have been abused by the client, this will result in an immediate termination of their account.

8.6.   Clients will be responsible for the content of their page(s) including obtaining the legal permission for any works they include and ensuring that the contents of their page(s) do not violate UK or any other laws that are applicable.

8.7.   The clients will be responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via their page(s).

8.8.   When seeking domain registration, the client will be responsible when placing an order to ensure that the domain has not been registered by some other person.

9. Password Security

9.1.   The client will be given a login account, which is for personal use only. Clients must not divulge their password to any other people.

9.2.   The client shall take reasonable precautions to ensure that this password is not discovered by other people.

9.3.   If the client reasonably believes that this information has become known to any unauthorised person, the client agrees to immediately inform CME Digital and the password will be changed.

9.4.   CME Digital reserves the right to change the password in the event of any suspected security breach.

10. Acceptable Use Policy

10.1.   CME Digital' services and website may only be used for lawful purposes by the client. In Particular the Client agrees not to:

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

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

10.1.3.   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;

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

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

10.1.6.   make available or upload files to the website or to the Services that the client knows contain a virus, worm, 'trojan horse' or corrupt data; or

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

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

10.2.   Email and Anti-Spamming Policy

10.2.1.   Clients may not send unsolicited bulk messages over the Internet (i.e., "spamming") and must comply with all relevant legislation and regulations on bulk and commercial e-mail, and the United States of America's CAN-SPAM Act of 2003.

10.2.1.1.   Clients who send mass mailings must maintain complete and accurate records of all consents and opt-ins, including the actual e-mail and its headers, and provide such records to CME Digital upon its request. If a client cannot provide positive and verifiable proof of such consents and opt-ins, CME Digital will consider the mass mailing to be unsolicited.

10.2.1.2.   Clients are prohibited from operating mailing lists, listservs, or mailing services that do not target an audience that has voluntarily signed up for e-mail information using a Confirmed Opt-In or Closed-Loop Opt-In process or that has made their e-mail addresses available to the client for distribution of information. Clients who operate mailing lists must maintain complete and accurate records of all consents and Confirmed Opt-In or Closed-Loop Opt-In elections (including the actual e-mails and their headers) and provide such records to CME Digital upon its request. If a client cannot provide positive and verifiable proof of such consents and Confirmed Opt-In or Closed-Loop Opt-In elections, CME Digital will consider the list mailing to be unsolicited. Any client maintained mailing list must also allow any party on the list to remove itself permanently.

10.2.2.   Other prohibited activities include, without limitation, the following:

10.2.2.1. Use of CME Digital' servers and network for the receipt of replies to unsolicited mass e-mail.

10.2.2.2. Forgery of e-mail headers ("spoofing").

10.2.2.3. Spamming via third-party proxy, aggregation of proxy lists, or installation of proxy mailing software.

10.2.2.4. Hosting web pages advertised within "spam e-mail" sent from another network ("spamvertising").

10.2.2.5. Hosting web pages or providing services that support spam.

10.2.2.6. Any other unsolicited bulk messages, postings, or transmissions through media such as weblog posts, IRC/chat room messages, guestbook entries, HTTP referrer log entries, usenet posts, pop-up messages, instant messages, or SMS messages.

10.2.2.7. Instructing others in any activity prohibited by this Acceptable use policy.

10.2.3. If any client uses CME Digital' services in a manner that causes CME Digital to be "blacklisted" or blocked, CME Digital reserves the right to suspend permanently or terminate the services to such client. Using CME Digital' services on behalf of, or in connection with, or reselling any service to persons or firms listed in the Spamhaus Register of Known Spam Operations database at www.spamhaus.org shall constitute a breach of this Acceptable Use Policy.

10.2.4. Block Removal – If, as a result of a client's actions, CME Digital' mail servers or IP address ranges are placed on black hole lists or other mail filtering software systems, CME Digital shall charge the client £100 upfront and £100 per hour thereafter for any necessary remedial actions.

10.3. Any breach of 7.7 shall be deemed a material breach of this contract and shall entitle CME Digital to terminate the contract irrelevant whether the client is aware of the content of any material so transmitted or not.

10.4. Clients may not store more data in their account than their allotted quota.

10.5. Clients may not run server processes, such as talkers or IRC Bots.

10.6. Clients must not participate in any form of unsolicited bulk e-mailing or spam.

10.7. Clients have full responsibility for the content of their Website(s). For the avoidance of doubt, CME Digital is not obliged to monitor, and will have no liability for, the content of any communications transmitted by virtue of the Services.

10.8. If the client fails to comply with the Acceptable Use Policy outlined in Clause 10 CME Digital shall be entitled to withdraw the Services and terminate the client's account without notice

11. Affiliate Programme

11.1. Commission earned via the affiliate programme will only be paid by PayPal. It is the affiliate's responsibility to ensure they have a PayPal account registered against their account to receive commission payments. In the event of the affiliate not being able to obtain this facility then no commission will be paid.

12. Email Newsletter

12.1. CME Digital communicates with its clients 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.

13. Assignment

13.1. CME Digital may assign or otherwise transfer this Agreement at any time.

13.2. The client may not assign or otherwise transfer this Agreement or any part of it without CME Digital' prior written consent.

14. Force Majeure

14.1. 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.

15. Severance

15.1.   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.

16. Notices

16.1.   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.

17. Governing Law and Jurisdiction

17.1.   These terms and conditions shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

If you are accessing this website from outside of England or Wales, you agree to be bound by the law of England and Wales for the purposes of this agreement.