

diyRoberts Terms & Conditions

Specific to Offline Trading (online trading beneath)

For use with diyRoberts I.T. Support and Services (and diyRoberts Hosting and Design)

Use of diyRoberts Services constitutes acceptance and agreement to diyRoberts' Privacy Policy.

1. diyRoberts will make every effort to preserve their customers' data, however they make no guarantees whatsoever that data will be intact after the computer(s) have been repaired and tested. The customer agrees not to hold diyRoberts responsible for any loss or damage to data as a result of repairs, upgrades or any other services carried out on their computer(s) or network.

2. Onsite visits benefit from a no-fix no-fee policy if the engineer is technically unable to resolve the reported problem. If diyRoberts technician(s) can't fix the problem on-site due to external dependencies such as faulty equipment, no internet service or lack of original disks or drivers, the customer is liable to pay the minimum standard charge agreed at the time of booking. If at least one of the original problems reported by the customer is fixed by the on-site technician, the customer is liable to pay the full price agreed at the time of booking.

3. Workshop repairs benefit from a no-fix no-fee policy. If diyRoberts is unable to fix the original reported problem but where the fix is possible by replacement of a faulty part or parts and the customer does not agree to the replacement of the faulty part, diyRoberts reserves the right to charge the Customer a small diagnostic fee at the discretion of the technician, considering the time spent. If the fix of the computer(s) is not possible by replacement of the faulty part(s) and/or as a result of extensive damage to the equipment, it is declared irreparable by diyRoberts technicians, no-fix no-fee policy will apply. Where several faults are reported by the customer and at least one of the faults has been successfully repaired, the Customer is liable to pay the full amount agreed at the time of booking. No-fix no-fee does not apply to partially repaired computer(s).

4. If diyRoberts is unable to repair the computer(s) due to non-supply of parts by manufacturers or suppliers, a small diagnostic fee at the discretion of the technician, considering the time spent, may apply to any computer(s) under repair. The diagnostics fee will cover the time spent on fault diagnosis and re-assembly of the computer(s) and cost of collection and return of the computer(s) if applicable. The return of the customer's computer(s) will be

subject to prior payment of diagnostics fee and carriage if applicable. We may waive the diagnostics fee at our discretion.

5. If the customer's computer develops a fault in the course of service delivery by diyRoberts on-site or off-site, the customer agrees not to hold diyRoberts responsible for the fault. However, diyRoberts will do its best to remedy the problem at no cost to customer(s) unless parts are required.

6. All computers repaired in diyRoberts' workshop are checked for viruses and are free from viruses before delivery to the customer. diyRoberts is not responsible for any virus infections that occur after the customer has received the computer(s). A charge will apply for the removal of any virus(es) in the computer(s) after the delivery of the computer(s).

7. Where the Customer requires diyRoberts to carry out any configuration or installation services either for the Customer and /or the end-user, diyRoberts shall do so as subcontractor to the Customer and this agreement and the terms contained herein shall constitute the sub-contract.

8. diyRoberts will use all reasonable endeavours to provide computer services in accordance with the terms of the Contract and will ensure that all the Services are provided with all reasonable care and skill and by suitably trained and qualified persons.

9. A predicted completion date will be arranged between the customer and support technician at the first meeting or phone call. If the date changes due to complications, the customer will be informed

10. Late fees: All payments are due within 14 days of invoice unless stated. If payment is not received within 14 days then there will be an administration cost of £10, plus £5 for every day after the 14 day limit. Further action will be taken after 14 days.

Return Policy / Warranty

All products under warranty or that have been arranged to be sent back for other reasons must be sent back within 14 days of receiving an RMA number. Returns must be properly packaged and any lost packages or damage packages will be no responsibility of diyRoberts. You must contact us first before sending the item back

Acceptable Use Policy - AUP

This document is intended to provide a basic understanding of diyRoberts Acceptable Use Policy. The following are guidelines for the establishment and enforcement of diyRoberts' 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 privacy and security of individual users

Reporting AUP Violations

diyRoberts requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at our Help Desk – 07859 043346.

Revisions to this AUP

diyRoberts reserves the right to revise, amend, or modify this AUP, our T&C (Terms and Conditions) and our other policies and agreements at any time and in any manner.

Terms of Service (TOS)

1. Service Rates: Subscriber acknowledges that the nature of the service and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time.

2. Payment: Payments are due on the anniversary date of the year for that year's service (diyRoberts Hosting accounts). You agree that until and unless you notify diyRoberts hosting of your desire to cancel any or all services received, those services will be billed on a recurring basis.

3. Payments and Fees: Credit cards that are declined for any reason are subject to a £1.00 declination fee. Service will be interrupted on accounts that

reach 10 days past due. Service interrupted for non-payment is subject to a £20 reconnect charge. Accounts not paid by due date are subject to a £9.95 late fee. If you desire to cancel your account, please follow the proper procedure to do this and contact us giving 30 days notice.

4. Refund and Disputes: All payments to diyRoberts are non-refundable unless customer is not happy with the service with good reasons (at diyRoberts' discretion) or product is faulty / damaged. If a refund is given for any Website Hosting Account, it will be the total, minus the domain registration fee.

5. Failure to Pay: The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

6. Acknowledgements: Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

7. Backup Responsibility: diyRoberts makes backup copies of information stored on its servers for disaster recovery purposes on an irregular basis. Availability of backups is not guaranteed and we will not be responsible for loss of customer data. Customers are advised to make regular backups of the information they store on our servers.

8. Support Boundaries: diyRoberts provides 24 x 7 email technical support to our subscribers. We limit our technical support to our area of expertise. diyRoberts does not offer tech support for application specific issues such as CGI programming, html, application usage or any other such issue. diyRoberts does not provide technical support for YOUR customers.

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For use with diyRoberts Hosting and Design (and diyRoberts I.T. Support and Services)

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We 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 owned and managed Web sites. However, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may cause harm or upset to others. diyRoberts Hosting may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation may result in the suspension or immediate termination of either your diyRoberts Hosting account or other actions as detailed above.

Delivery Policy

All products are delivered within 7 days. This excludes Hosting Packages (which don't require postage), and custom built computers which can take up to 14 days. If anything is damaged or broken upon delivery, please contact us within 3 days.

Return Policy

All products under warranty or that have been arranged to be sent back for other reasons must be sent back within 14 days of receiving an RMA number. Returns must be properly packaged and any lost packages or damage packages will be no responsibility of diyRoberts.

Acceptable Use Policy - AUP

This document is intended to provide a basic understanding of diyRoberts Hosting Services' Acceptable Use Policy. The following are guidelines for the establishment and enforcement of diyRoberts' 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

While diyRoberts is firmly committed to the principles of free speech, certain activities that may be damaging cannot be permitted under the guise of free speech. 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 dedicated rack or virtual site to publish material, which diyRoberts determines, at its 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, video recordings, and audio recordings.

If a diyRoberts account is used to violate the Acceptable Use Policy, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behaviour and any necessary corrective action, however, flagrant 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.

Violations of this AUP

The following constitute violations of this AUP:

1. **Illegal use:** diyRoberts services may not be used for illegal purposes, or in support of illegal activities. diyRoberts reserves 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 diyRoberts services to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
3. Threats: Use of the diyRoberts services 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 the diyRoberts services to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
5. Fraudulent activity: Use of diyRoberts services to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam.
6. Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM): Use of the diyRoberts services 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 diyRoberts account.
7. E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the diyRoberts services is in violation of this AUP.
8. Unauthorised access: Use of the diyRoberts services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of diyRoberts' 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 diyRoberts account is subject to immediate termination.
9. Collection of personal data: Use of the diyRoberts services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
10. Network disruptions and unfriendly activity: Use of the diyRoberts services for any activity which affects the ability of other people or systems to use diyRoberts Services or the Internet.
11. 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 offence will result in the immediate termination of the offending account.
12. Third Party Accountability: diyRoberts subscribers will be held responsible and accountable for any activity by third parties, using their account, which violates guidelines created within the Acceptable Use Policy.
13. Violation Of diyRoberts Virtual Accounts: It is absolutely forbidden to host pornographic content or IRC servers on Virtual Server Accounts. Virtual

Server Accounts found hosting this material will be subject to immediate cancellation without refund.

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

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 unauthorised access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorised access to another network or server.

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

2. Sharing your password and account access with unauthorised users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.

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

4. You must adopt adequate security measures to prevent or minimise unauthorised use of your account.

5. 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 authorised 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.

6. 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.

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

Network Performance

diyRoberts 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.

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5. Failure to Pay: The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

6. Account Cancellation: Requests for cancelling accounts may be made in writing with at least 30 days notice but not more than 60 days prior written notice and sent to:

Account Cancellations
diyRoberts
C/O 30 Victoria Road
Penarth
CF64 3HX

You must provide all account information to cancel. You can also contact us using email: contact@diyRoberts.co.uk

7. Acknowledgements: Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall

the company be liable for any special or consequential damages, loss or injury.

8. Backup Responsibility: diyRoberts makes backup copies of information stored on its servers for disaster recovery purposes on an irregular basis. Availability of backups is not guaranteed and we will not be responsible for loss of customer data. Customers are advised to make regular backups of the information they store on our servers.

9. Transfer of Domains: New webhosting accounts which involve the transfer of a domain from another provider to diyRoberts will require a minimum of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (60) days. Due to the unpredictable nature of the transfer process, no guarantees are made regarding the amount of time a specific transfer may take. If the customer cancels service during the transfer period for any reason, all charges are considered earned.

10. Support Boundaries: diyRoberts provides 24 x 7 email technical support to our subscribers. We limit our technical support to our area of expertise. diyRoberts does not offer tech support for application specific issues such as CGI programming, html, application usage or any other such issue. diyRoberts does not provide technical support for YOUR customers.

11. Domain Name Renewals: You will ensure that you provide accurate contact details for your domain name registration, and that you keep these up to date. Your email address is particularly important as this is where we will send domain renewal information. If you fail to keep your contact details up to date, you may not receive domain name renewal notices and your domain name may not be renewed. diyRoberts will send domain renewal notices by email to the email address given as the domain owner / registrant with full instructions for payment of renewal fees. You are advised to renew your domain names as early as possible. Failure to renew your domain name in sufficient time will result in the release of your domain name. diyRoberts can accept no responsibility for the non-receipt of renewal notices nor for any losses incurred as a result of the release or non-renewal of your domain names. You acknowledge and agree that the company does not guarantee that you will be able to register or renew a desired domain name, even if our systems indicate that domain name is available or you are able to complete an order with respect to such name. You also understand that the company cannot know with certainty whether or not the domain name which you are seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS or other registry databases. You also acknowledge and agree that the company is not responsible for any inaccuracies or errors in the domain name registration or renewal process. You are solely responsible for making sure that your registration or renewal has been properly processed. You further acknowledge and agree that the company may elect to accept or reject your application for registration or renewal for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for

registration or renewal of a prohibited domain name. You also acknowledge and agree that the company is not liable or responsible in any way for any errors, omissions or any other actions by any third party including any registry administrator arising out of or related to your application for and registration of, renewal of, or failure to register or renew a particular domain name.