



Terms and Conditions

Introduction

This document describes the service that is offered, and what monetary transactions are required for those services. It describes the specific levels of service you will receive, and finally describes some actions that are prohibited.

Setting aside the legalise and market-speak, we will uphold our end of this agreement to the best of our ability in an honest and straightforward fashion. We will support you with highly technical persons who also understand the social context that this service exists in. In return, we ask that you follow the terms spelled out in this agreement.

The Company

Mailcustodian LLP, from this point forward referred to as "MC" provides email services which are scanned for viruses and spam. MC also provided managed dedicated servers. All services are accessed via UDP and TCP/IP links which is left up to the customer to provide and maintain. All our managed servers are only accessible via the secure ssh application unless otherwise agreed.

The specific amount of money charged will be agreed upon before commencement of the service and will be shown on the client invoice.

MC will not be held responsible for any damages you or your business may suffer. MC makes no warranties of any kind, expressed or implied, for services rendered. MC disclaims any warranty or merchantability or fitness for a particular purpose. MC assumes no liability for disruptions or improper operation of its equipment or software for any reason, including, but not limited to, vandalism, theft, phone service outages, Internet disruptions, human error, extreme or severe weather conditions or any other causes in the nature of "Acts of God" or force majeure. MC will not be responsible for consequential damages or punitive or exemplary damages under any circumstances. In no case will Client be entitled to recover damages from MC.

The purchaser of a product is responsible for its use and will be liable for any charges that come about from misuse or over usage.

The Service

You are given the right to terminate the service at any time at least 10 days before your billing is due by emailing support@mailcustodian.co.uk, unless otherwise stated on your invoice.

In return for payment MC will make every effort to ensure your service is reliable as possible, but due to the nature of the internet we are unable to provide an SLA. We are only able to use past history as a guide to the future. In the last year no e-mails have been lost and there has been less than 2 hours unplanned downtime during the entire year. We obviously intend to improve on this service and our aims are to provide 100% e-mail devlivery within 10 minutes, 99.5% server uptime, 99.99% of viruses caught before delivery, 95% of suport calls answered within 1 hour, 70% of all support calls fixed within 4 hours(excluding managed server 'new' application installs).

Bandwidth levels to your server/e-mail system will always be sufficient to ensure low latency and high speed connections.

Technical support can be obtained by either e-mailing support@mailcustodian.co.uk or by contacting one of the support telephone numbers listed on our website, <http://www.mailcustodian.co.uk>



You agree that your server or e-mail service may need to be serviced on rare occasions and that generally you will be given 4 days notice prior to the reboot. You also agree that on very rare occasions you will be given less notice, but will be given notice nonetheless.

Backups

All managed servers and e-mail systems will be backed up once every 24 hours and not more frequently. Every 24 hours the previous backup will be destroyed and a new one made. These backups are stored in a secure filesystem, but are not encrypted. Although it is not our practice, the nature of collocating a server or using a managed email system with a third party implies that that third party has the ability to view and alter the contents of your server/emails. We will not ever do this without your explicit instructions (usually relating to data recovery of some kind).

Client Behaviours

You agree not to do any of the following:

- send unsolicited commercial or bulk email to any party for any reason which may or may not result in a complaint.
- access, or attempt to access a computer or network resource that you are not authorised to access.
- distribute, or make available in any way to any party intellectual property that requires some method of authorisation to sell or distribute, which you do not have.
- store, transmit, create, or examine any pictures, realistic or not, of humans, anthropomorphic depictions of human-like creatures, or images suggesting humans that are under the age of 18 years in an either implied or actual pornographic picture.
- forge email headers or TCP/IP packet headers.
- distribute worms, trojans, or viruses, or commit or attempt to commit any denial of service attack against any computer, network, or individual.
- violate export controls on any software or intellectual property.
- On the managed servers you can not run any modern graphical game server (like halflife, quake[1,2,3], etc. You can run a text mud, but no hogs like the above, please. Also no CPU heavy process like Seti or Folding@Home
- On the managed servers nothing such as Kazza or Edonkey may be used due to the high bandwidth requirements.
- if you are dosed (DDOS) we reserve the right to suspend your account to limit the attack. If you are found to of caused the DDOS your account may be suspended or canceled and you billed.

Please Note:

If you should have a solution that we consider to be unstable, in such that you have a combination of software and/or hardware that we believe is not going to give you a stable service we reserve the right to make changes to the system by giving you due warning.

Also note that we understand that certain violations of the above terms can occur inadvertently, and even as a result of unauthorised access from some third party. We will do our best to weigh the merits of each individual case and act with common sense and an understanding of the technical and social implications of the situation.