

CherryWire's Hosting Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may use the hosting services we provide ("Hosting Services"). Your use of the Hosting Services means that you accept, and agree to abide by all the policies in this acceptable use policy, which supplement our terms and conditions.

The Hosting Services are provided by CherryWire, which is a trading name of Helpquick Limited ("we", "us" and "our"). We are registered in England and Wales company number 05334746, registered office 18 Camden Square, North Shields, NE30 1NR.

1. Resource usage

- 1.1. The Hosting Services comprise the provision of web space on our servers to enable you to upload pages and files for the purpose of publishing websites.
- 1.2. The Hosting Services allow you 'unlimited' server space for normal routine "non-file-distribution" web usage. For websites that allow downloading of video, audio or other files we reserve the right to impose a bandwidth limit of twenty-five (25) gigabytes (26,843,545,600 bytes) per calendar month. Non-file-distribution usage will remain unaffected by any limit imposed on downloading of video, audio or other files.

2. Prohibited uses

- 2.1. You may use the Hosting Services only for lawful purposes. You may not use the Hosting Services:
 - 2.1.1. in any way that breaches any applicable local, national or international law or regulation;
 - 2.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 2.1.3. for the purpose of harming or attempting to harm minors in any way;
 - 2.1.4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see section 5);
 - 2.1.5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (also known as SPAM); or
 - 2.1.6. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 2.2. In your use of the Hosting Services, you may not:
 - 2.2.1. use more than 5 % of our server's processing capacity. There are numerous activities that could cause such problems, including (but not limited to) CGI scripts and intensive FTP, PHP or HTTP operations;
 - 2.2.2. run stand-alone, unattended server-side processes or any daemons; including (but not limited to) IRCd;
 - 2.2.3. run any type of web spider or indexer; including (but not limited to) GoogleCash and AdSpy;
 - 2.2.4. run any software that interfaces with an Internet Relay Chat network;
 - 2.2.5. run any bit torrent application, tracker, or client. You may link to legal torrent files off-site, but may not host or store them on our servers;
 - 2.2.6. participate in any file-sharing/peer-to-peer activities;

- 2.2.7. give away web space under a domain (including Resellers giving away free websites)
 - 2.2.8. operate a proxy website or service.
 - 2.2.9. As a remote file host for other websites.
 - 2.3. You must not use the Hosting Services as an offsite backup facility. Therefore, all files uploaded to our servers as part of your usage of the Hosting Services must be visible and accessible to the outside world (web-visible) unless they are needed to operate the website of which they form part; We reserve the right to delete files or directories that are not web-visible without giving notice to you.
 - 2.4. All pages of website stored on our servers as part of the Hosting Services will be available to search engines unless you take action to prevent this. If you wish to optimise your web pages for search engines you agree to use coding and techniques which comply fully with the guidelines issued by Google, MSN, Yahoo and other large search engines.
3. Reselling
 - 3.1. You agree:
 - 3.1.1. not to re-sell or offer for the use of third parties any part of our Hosting Services, unless you have purchased the Hosting Services designated for resellers;
 - 3.1.2. not to access without authority, interfere with, damage or disrupt:
 - 3.1.2.1. any part of the Hosting Services;
 - 3.1.2.2. any equipment or network used to provide the Hosting Services;
 - 3.1.2.3. any software used in the provision of the Hosting Services; or
 - 3.1.2.4. any equipment or network or software owned or used by any third party.
4. Interactive services
 - 4.1. Where you use, or allow the use of, the Hosting Services to host a website on which interactive services (for example, chat rooms or bulletin boards) are provided ("interactive services"), you must ensure the use of best practice to operate those interactive services.
 - 4.2. Notwithstanding the use of best practice in operating the interactive services, you must assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service you allowed to be hosted using the Hosting Services and use appropriate moderation in the light of those risks. However, we are under no obligation to oversee or monitor your use of the Hosting Services in relation to any interactive services you provide or allow to be provided.
5. Content standards
 - 5.1. These content standards apply to any and all material that you allow to be hosted through the Hosting Services ("Material"), and to any interactive services associated with it.
 - 5.2. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Material as well as to its whole.
 - 5.3. Material must:
 - 5.3.1. be accurate (where they state facts);
 - 5.3.2. be genuinely held (where they state opinions); and
 - 5.3.3. comply with applicable law in the UK and in any country from which they are posted.
 - 5.4. Material must not:
 - 5.4.1. contain any material which is defamatory of any person;
 - 5.4.2. contain any material which is obscene, offensive, hateful or inflammatory;
 - 5.4.3. contain any material that is pornographic;

- 5.4.4. promote violence;
 - 5.4.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 5.4.6. infringe any copyright, database right or trade mark of any other person;
 - 5.4.7. be likely to deceive any person;
 - 5.4.8. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 5.4.9. promote any illegal activity;
 - 5.4.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - 5.4.11. be likely to harass, upset, embarrass, alarm or annoy any other person;
 - 5.4.12. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - 5.4.13. give the impression that they emanate from us, if this is not the case; or
 - 5.4.14. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
6. Suspension and termination
 - 6.1. We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Hosting Services. When a breach of this policy has occurred, we may take such action as we deem appropriate.
 - 6.2. Failure to comply with this acceptable use policy constitutes a material breach of the our terms and conditions of sale upon which you are permitted to use the Hosting Services, and may result in our taking all or any of the following actions:
 - 6.2.1. immediate, temporary or permanent withdrawal of your right to use the Hosting Services;
 - 6.2.2. immediate, temporary or permanent removal of any Material (as defined in paragraph 5.1) uploaded to our servers;
 - 6.2.3. issue of a warning to you;
 - 6.2.4. issue of legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 6.2.5. further legal action against you; or
 - 6.2.6. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
 - 6.3. We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.
 7. Changes to the acceptable use policy
 - 7.1. We may revise this acceptable use policy at any time, and provide you an updated version as necessary.

Domain Registration Terms and Conditions

By registering a domain through CherryWire or HelpQuick, you agree to these terms and conditions.

1. About Us
 1. CherryWire is a trading name of HelpQuick Limited, and these terms and conditions supplement the standard HelpQuick terms and conditions.
 2. We can be contact on Tel: 0191 2582888, email admin@cherrywire.com, or by post at CherryWire (HelpQuick Ltd), 3A Albion House, West Percy Street, North Shields, NE30 1NR
2. Domain Registration
 1. In exchange for payment of the domain registration fee as published on our website, subject to our data quality policy, we will register you chosen domain name if available with the appropriate registry, for the requested period (1 year minimum).
3. Domain Expiration and renewal
 1. We will notify you 30 days and again 7 days prior to the registration expiry.
 2. You may contact us at any time to cancel a domain registration, to allow the registration to expire.
 3. Upon notification of pending expiry of the domain registration, we will request payment of the registration renewal fee, and upon payment of the fees, the contract and domain registration will be renewed.
 4. Failure to pay the fees will result in the domain registration being allowed to expire.
 5. If you have a credit agreement in place with HelpQuick, then your contract and registration will automatically renew, and the registration fees will become due.
 6. Domains which are not renewed, or which are cancelled will cease to function after the expiry date, and any website or email functionality will stop working.
 7. If a domain is allowed to expire, we will notify you again if once it has expired.
 8. For .uk domains, an expired registration will be deleted from the registry approximately 90 days after it has expired.
 9. It may still be possible to renew your domain once it has expired, please contact us if this is the case.
4. Transferral of Domain Registration
 1. You may terminate your contract with CherryWire or HelpQuick at any time, providing all charges have been paid up to date.
 2. If you wish to transfer your domain to another registrar, this is generally free of charge, please contact us to arrange this.
 3. You may also contact us to request the registration to be transferred to another person or company; there may be a small charge for this, equivalent to 1 years' registration fee.
 4. If you have cancelled your domain registration, or allowed it to expire, you agree that CherryWire may transfer the registration of an expired domain (after expiry of a grace period) to another party without notification.
5. Third Party Terms and Conditions

1. By registering or renewing a .uk domain, in addition to CherryWire and HelpQuick's terms and conditions, you are also agreeing to the Nominet terms and conditions of Domain Name Registration, available on their website at <http://www.nominet.org.uk/nominet-terms>
6. Contact information
 1. We will attempt to contact you using the information you provided at the time your domain was registered, in the event of a communication channel failing, we will try the next method on the list, in the following order:
 - i. Email (we will attempt to confirm successful delivery)
 - ii. Telephone (and / or mobile if available)
 - iii. Post
 - iv. Post to your registered office (Ltd Companies only)
 2. If all contact methods attempts have failed, we may temporarily redirect the website for your domain to a holding page, requesting you contact us.
 3. To avoid any disruption to your service, it is essential that you inform us of any changes to your contact information.
7. Data Quality Policy
 1. If you are a sole trader, or a private customer, to ensure we have accurate contact information for you, we request that you submit a copy of a recent utility bill with your name and address.
 2. We will retain an electronic copy of this on a secure server for audit purposes.
 3. If we are notified that your contact information is incorrect or incomplete, we will try to contact you to have this information updated. In the event we are unable to contact you, we will suspend your domain within 30 days.
8. Complaints & Escalation Policy
 1. Should you have a complaint, please contact us using one of the methods listed above under About Us.
 2. We will acknowledge your complaint within 1 business day, and aim to resolve this within 3 business days.
 3. If we are unable to resolve your complaint satisfactorily, and your complaint is related to a .uk domain, we will offer to transfer your domain to a registrar of your choice free of charge, or you can contact Nominet directly.