

Trilby.net hosting Terms of Agreement

The person or organisation signing this Internet Services Subscription Agreement (the customer) and Trilby Multimedia Limited, agree to the following terms and conditions:

Fees. The customer agrees to pay all the fees as set forth by this agreement with Trilby Multimedia.

2. Payment/Non-payment

- The customer will be billed annually. This amount is non-refundable i.e. if the site is moved 8 months after payment no money will be refunded for the remaining 4 months.
- All Payments are to be made by Cash, Cheque or Standing Order. All cheques should be made payable to: Trilby Multimedia.
- An invoice will be sent 15-20 days before the due date, and payment on that invoice must be made in advance of services.
- If an invoice is not paid within 14 days of the due date Trilby Multimedia reserves the right to remove service from the customer.
- If payment is not received within 1 month of the due date the customers site will be removed from our network.
- In the event of the customer wishing to move the site to another provider all fees due, in accordance with this agreement, must be paid in full before the domain(s) will be transferred.

3. The web hosting service is for use by the person named in this agreement. If others are allowed access it must be under the authorisation of both the customer and Trilby Multimedia

4. The customer agrees to use the Internet system for legal purposes only. Any violation of this will result in immediate disconnection and cancellation of this agreement and the appropriate authorities will be informed. The customer will be liable for any costs involved.

5. Trilby Multimedia reserves the right to modify the terms and conditions contained in Agreement upon 30 days notice to the customer, transmitted via postal mail.

6. Trilby Multimedia makes no warranties of any kind for the services it provides

Trilby Multimedia is not responsible for the contents of the customer's web space.

Under no circumstances is Trilby Multimedia responsible for the status of any data stored or transmitted in any of its facilities.

7. The customer agrees to indemnify and hold not responsible Trilby Multimedia from any claims resulting from use of service which causes damage or loss to the customer, or any other party, including, but not limited non delivery of information, or service interruptions.

In addition, the customer understands that the use of Trilby Multimedia facilities includes the possible risk of a damaging event such as weather, electrical surge, theft, line failure, or other acts of God that could affect data or access availability.

Trilby Multimedia is not liable for any losses caused by such events or occurrences.

In the event of such occurrences Trilby Multimedia will assist the customer where possible to remedy the situation providing no additional costs are incurred.

8. Trilby Multimedia agrees not to cause a breach of the confidentiality of information passing through its services, except by court order.

9. This agreement is governed under the laws of the United Kingdom.

If any part or requirement of the agreement is held to be invalid that part or requirement shall be severed without affecting the remaining parts or requirements.

This Agreement supersedes any and all previous representations, understandings or agreements.