

# TERMS OF SERVICE

Transmission, storage or presentation of any information, data or material in violation of any applicable law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The client agrees to indemnify and hold harmless Watson Digital from any claims resulting from the use of service which damages the client or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to Watson Digital servers, or any other server on the internet. Links to such materials are also prohibited.

## SOME EXAMPLES OF UNACCEPTABLE SERVER CONTENTS

1. pirated software
2. hacker programs or archives
3. video streaming websites

**PLEASE NOTE:** IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL FILES, PIRATED SOFTWARE, HACKER PROGRAMS, ILLEGAL PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY, WITHOUT NOTICE, AND A CANCELLATION FEE MAY APPLY. ADDITIONALLY, WE WILL NOTIFY THE PROPER AUTHORITIES OF YOUR ACTIONS.

# TRAFFIC USAGE

All plans come with a predetermined amount of traffic allowance. We monitor all accounts and we may charge you for each GB of traffic exceeded. This amount is not prorated, so 1MB – 1GB will be treated and billed as the same.

# SERVER ABUSE

Any attempt to undermine or cause harm to a server or customer of Watson Digital is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

# REFUSAL OF SERVICE

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

All sub-networks, distributive hosting sites and dedicated servers of Watson Digital must adhere to these policies, with the exception of system resources in respect to dedicated servers.

# BILLING

By the Account Activation Date of each month, Watson Digital shall either:

1. debit the client's credit card (when such information has been provided by the client);  
**or**
2. deliver, by e-mail, an invoice in accordance with the applicable service fees for services rendered for the current month. When an invoice is delivered to the client, payment shall be remitted to Watson Digital by no later than the specified payment due date. Watson Digital shall be entitled to immediately terminate this agreement for client's failure to make timely payments. You will be provided with an invoice on a monthly basis. All credit cards are billed automatically on a monthly basis. It is the client's responsibility to ensure that they have sufficient credit to cover this transaction. In the event that there is insufficient credit, we will send an e-mail notification, at which point we will need to be provided with another credit card account number within 24 hours. If we do not receive a response within 24 hours, the account, and all accounts under that account plan, may be suspended.

# SERVICE FEES

Certain services carry a setup fee charged by Watson Digital to client, which must be paid by the client in order to make use of said services. If a client terminates this agreement, the client shall be responsible for any and all outstanding fees owed to Watson Digital and agrees to pay any and all fees incurred by the client. Because the services are provided on a monthly basis, the client will be responsible for service fees incurred each month, regardless of when the client provides notice of termination. Thus, for example, if the client provides notice of termination on the 15th day of a particular month, the client will be responsible for service fees for the entire month, and such fees will not be pro-rated or refunded. The exception to this is our web hosting plans, where we may provide you with a pro-rated refund.

# MONEY BACK GUARANTEE & REFUND POLICY

We do not generally refund cancelled contracts. For example, if your contract is quarterly and you request a refund after two months, no refunds will be admitted. No refunds are issued for setup charges, add-on charges, domain-registrations, add-on purchases, SSL certificates or overage charges. In case of AUP violations, any and all refunds are forfeit.

# ACCOUNT DEACTIVATIONS

Any account deactivated due to non-payment may require a reactivation fee prior to reactivation.

# CANCELLATION REFUNDS

We **DO NOT** refund partial monthly fees to accounts, although we may consider your individual circumstances on a case-by-case basis. We require 30 days notice for a cancellation.

# REFUSAL OF SERVICE

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

# LIMITATION OF LIABILITY

Watson Digital shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Watson Digital's servers going offline or being unavailable for any reason whatsoever. Furthermore, Watson Digital shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Watson Digital's servers. All damages shall be limited to the immediate termination of service.

# VIOLATIONS

Violations of these policies should be referred to [support@watsondigital.co.uk](mailto:support@watsondigital.co.uk). All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

# DISCLAIMER

Watson Digital cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. Certain services provided by Watson Digital are resold. Thus, certain equipment, routing, software and programming used by Watson Digital are not directly owned or written by Watson Digital. Moreover, Watson Digital holds no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as we see fit.

# ACCOUNT ACTIVATION

By activating your account with Watson Digital, you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies too. Therefore upon being shown where you can access these terms online we expect that you take time to read them. After providing you access to our terms, we will accept your continued use of our service as your acceptance of these terms.

**NOTICE:** If you sign up for an account and fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

# SERVER UPTIME GUARANTEE

Watson Digital guarantees 99% service (http, ftp, pop, imap, smtp) uptime on all web hosting plans. Should we fail to deliver this for any given calendar month, your account will be refunded a pro-rated amount for the duration of excessive downtime.

Watson Digital reserves the right to amend any or all of the above policies, guidelines and disclaimer without notification. We also retain the right to increase any pricing and make changes to our account plans without notification.

If you have any questions about these terms, the practices of this site, or your dealings with this website, you can contact:

[support@watsondigital.co.uk](mailto:support@watsondigital.co.uk)

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