

Terms and Conditions

Please read these terms and conditions carefully. They apply to all services provided by Hive Communications Ltd (“Hive Communications”) to the Client. Requests made by the Client following receipt of these terms will be deemed to be acceptance of these terms.

1.0 Definitions

1.1. In these Terms and Conditions:

Additional Termination Charge has the meaning given to it in section 14.1

Annex or Annexes has the meaning given to it in clause 2.1;

Call Tariffs mean the rates we charge you on a pence-per-minute basis for calls you make using our telephony Services;

Charges mean the money you agree to pay us under these Terms in exchange for the Goods and/or Services;

Contract means the relevant contract(s) between us and you for the Goods and/or Services purchased under these Terms;

Data means information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form that you generate, store, transmit or use in connection with the Services;

Early Termination Charge means a charge we may impose on you in accordance with clause 14.1;

Goods means the hardware you purchase from us as detailed in the Proposal Document;

Hive Communications /we/our/us: means Hive Communications Ltd, company number 05140609;

Internet means the global data network comprising interconnected networks in connection with which the Services are supplied;

Law means:

(a) any law, statute, regulation, instruction, guideline, determination, designation or code of conduct having force of law of any governmental, supranational or other regulatory authority or agency of competent jurisdiction; or

(b) any term in any regulatory or governmental license, authorisation, consent, permission, approval or guidance;

Malware means ‘logic bombs’, ‘worms’, ‘viruses’, ‘trojans’, ‘spyware’, ‘adware’ or any software or computer code having the same or similar effect (those expressions having the meanings as they are generally understood within the computing industry);

Master Contact Details has the meaning given to it in clause 3.6;

Minimum Contract Period has the meaning given to it in clause 14.1;

Party means, as required by the context, either you or us, and “Parties” means both you and us;

Personal Data has the meaning given to it in the Data Protection Act 1998;

Privacy Policy has the meaning given to it in clause 16.3;

Proposal Document means the document we send you setting out the relevant contract details between us and you for the Goods and/or Services as explained in clause 3.1;

Purchase Date means the date on which the Contract is formed between us and you;

Services means the communications services that you purchase from us as detailed in the Proposal Document, which include, but are not limited to, voice services, broadband services, cloud services, domain names and hosting, website building and hosting, and email services;

Support Team means the support engineers employed or instructed by Hive Communications to provide technical support in relation to our Goods and Services;

Terms means the terms and conditions set out here;

You means you, the customer, who purchases Goods/Services from Hive Communications under these Terms (and “your” should be interpreted accordingly);

Website means our web presence at www.hivecommunications.co.uk (including any associated website, web-page, or sub-page of that website); and

Working Day means any day which is not a Saturday, a Sunday or a bank or public holiday in England.

1.2. All headings are for convenience only and shall not affect the interpretation or construction of these terms and conditions;

1.3. The singular includes the plural and vice versa; references to any gender include all genders; references to persons include corporations, partnerships and other unincorporated associations or bodies of persons.

1.4. References to numbered clauses are to clauses so numbered in this agreement;

1.5. When we use the words “writing” or “written” in these Terms, this will include email unless we say otherwise.

1.6. References to these Terms or any other document are to these Terms or that document as amended from time to time.

2.0 Our contract with you

2.1. These are the terms and conditions on which we will supply Goods and Services to you and include a number of service-specific annexes which apply where you buy any relevant Service from us.

2.2. The Goods and Services sold under these Terms are intended for business purposes and are not designed for personal or domestic use. The Goods and Services may be used within your business for the purposes for which communications services and associated hardware are typically used. You may grant access to your employees, workers, consultants, volunteers for these purposes, but you should note that you are liable for all use of the Services associated with your account under clause 6.3 You are not permitted to resell any of the Goods or Services sold under these Terms.

3.0 Order process and your right to cancel

3.1. By signing and returning our online Proposal Document (“Proposal Document”), you are making an offer to purchase the relevant Goods or Services in accordance with these Terms and the Contract will be formed at this point.

3.2. The prices for our Goods and Services will be those which are set out in the Proposal Document at the date on which the Contract is formed (as described in clause 3.1). Prices on the Website and other promotional material are updated periodically and cannot be guaranteed for any period of time.

3.3. We will notify you by email when we expect the Services to be activated. The, activation of Services on a specific date is not guaranteed and we will have no liability in respect of any failure to commence the supply of Services by a given date.

3.4. If you become aware of an error in your order, you should contact us immediately and make us aware of the issue. Unless you have a relevant right to do so under Law, once the Contract has been formed in accordance with clause 3.1, you will not be entitled to cancel your order.

3.5. The Contract for each Service will last for a minimum period of 12 months. The specific Contract Period will be specified in the Proposal Document.

3.6. When ordering Services, you must provide us with a valid email address and telephone number which you must maintain and monitor regularly for messages (“Master Contact Details”). We will keep your Master Contact Details on file and we will use these to communicate with you on all matters in connection with these Terms. You can change your Master Contact Details at any time.

4.0 Delivery of Goods

4.1. When you order Goods from us, you must provide us with a valid address to which our courier can deliver the Goods. Orders for Goods which are to be delivered within the UK mainland are subject to our standard delivery charge (currently £10.00 excluding VAT, but which may vary from time to time) or as otherwise expressly agreed in advance.

4.2. We will contact you by email or phone with an estimated delivery date. Dates for delivery are estimated only and cannot be guaranteed.

4.3. If no one is available at your address to take delivery, our courier will leave you a note that the Goods have been returned to our courier’s depot. If this happens, you must contact us to rearrange delivery. Please note that you will be required to pay any charges associated with re-delivery.

4.4. Risk in the Goods will pass to you on delivery, but we will continue to own the Goods until full payment in respect of the Goods has been received in accordance with clause 12.

4.5. On receiving the Goods, you must inspect them immediately and notify us within three Working Days of any damage or any other problem with the Goods received. If we send you incorrect Goods, the Goods you receive are damaged or are otherwise faulty, or are being returned in connection with the warranty under clause 4.9, the relevant Goods may be returned to our supplier(s) in accordance with clauses 4.6 to 4.8 inclusive. Please note that Goods may not be returned for any other reason (save as otherwise provided under Law).

Returns

4.6. If you have a valid right to reject and return the Goods either under Law or these Terms, you must contact our Support Team via email or telephone to arrange for the Goods to be returned. Goods can only be returned with a valid returns reference number issued by our Support Team.

4.7. Once the Goods have been returned, we will (at our discretion) either arrange for replacement Goods to be sent to you, or for the original Goods to be repaired.

4.8. All Goods to be returned must have been kept in suitable conditions to keep them free from damage and have been treated with reasonable care. If on inspection of the returned Goods, we determine (acting reasonably) that you have not stored the Goods in suitable conditions, you agree to pay us an appropriate amount (determined at our discretion, acting reasonably) for the damage caused.

Guarantees in respect of Goods

4.9. Some of the Goods we sell come with a manufacturer’s guarantee. For details of the applicable terms and conditions, please refer to the manufacturer’s guarantee provided with the Goods or on the manufacturer’s website.

5.0 Services

5.1. We will supply the Services with reasonable skill and care and take steps to ensure the Services are reasonably fault free and reasonably uninterrupted.

5.2. However, it is not a condition of the Contract, nor do we warrant or guarantee that the Services will be uninterrupted, secure or error-free.

5.3. Where our Terms expressly state that a service level agreement (SLA) applies in respect of the Services, it will not constitute a breach of the Contract if the Services fail to meet the specified levels and the only remedy available to you for that breach will be the payment of service credits specified in the relevant SLA.

5.4. You acknowledge and agree that:

5.4.1. The Services were not designed with your individual requirements in mind and it is your responsibility to determine whether the Services will meet your needs; and

5.5. We rely on third parties to deliver telephone calls and other communications associated with the Services to and from our network. The performance of such third parties and their equipment is a matter beyond our reasonable control (as more fully described in clause). We may have to suspend the Services for emergency repairs, maintenance or improvement without prior notice. If we do so, we will restore them as quickly as reasonably practicable.

6.0 Your obligations

General obligations

6.1. You must comply with our reasonable instructions and requests concerning the Services.

6.2. You must provide us with up to date contact details of at least one named representative (including email addresses) with whom we are authorised to deal and promptly notify us of any changes in these details. We rely on this information for various reasons including the transmission of Service renewal notices and other important information concerning the Services. You must update us promptly if your address changes.

6.3. You are responsible for all activity and Charges associated with your Hive Communications account. This will include activity that is malicious or fraudulent (as well as associated Charges from that activity) which we reasonably believe is attributable to your negligence, or your failure to act in accordance with these Terms or with any relevant security advice or instructions we have given or made available to you.

Security obligations

6.4. You must:

6.4.1. keep your username, password and other security information secure (and we may change these, or request that you change these, at any time when we consider it necessary for security purposes);

6.4.2. take reasonable steps in respect of matters in your control (in line with our instructions and advice) to minimise any risk of security breaches in connection with the Services;

6.4.3. notify us as soon as reasonably practicable, of any unauthorised access to your account or security details of which you become aware; and

6.4.4. comply with our security checks and authorise us to run automated scanning checks from time to time to help identify possible security vulnerabilities in the hardware and/or software configurations you use in connection with the Services. The information visible to us when running these checks is limited to what would be available to any other user on the public Internet and these checks are carried out purely with a view to improving your security. Any Data visible to us when we carry out these checks will be used solely for determining levels of security and will be handled in accordance with clause

6.4.5. For the avoidance of doubt, in accordance with clause 6.3, you will be responsible for any Charges associated with your Hive Communications account which we reasonably believe are attributable to your failure to act in accordance with any relevant security advice or instructions we have given or made available to you.

7.0 Restrictions

7.1. You must not use the Services in a way which contravenes the provisions of the Terms.

7.2. You must not use the Services (or permit them to be used) for any illegal or unlawful purpose under any relevant Law. This may include, without limitation:

7.2.1. sending menacing, offensive, defamatory, obscene, indecent or abusive communications using the Services; and

7.2.2. using the Services to create or send Malware.

7.3. Without affecting clause 7.2, you are solely responsible for ensuring that your use of the Services does not contravene any relevant Law relating to the sending of unsolicited communications.

7.4. You warrant that your use of the Services will not infringe any third party intellectual property or other rights.

7.5. If your use of the Services contravenes the provisions of the Terms, your usage cap or is otherwise having what we consider (acting reasonably) a material adverse effect on the Services, we may (in addition to any other rights we have under these Terms) do any of the following:

7.5.1. suspend the relevant Services immediately; and/or

7.5.2. arrange with you to change the Services and/or the associated usage caps you receive which may result in you paying higher Charges.

7.6. You agree to comply with the terms of any relevant software licence or similar agreement that we bring to your attention which relates to any software we provide to you as part of or in connection with the Services.

8.0 Complaints and dispute resolution

8.1. We are committed to providing excellent service and we try to deal with any complaint fairly and within a reasonable period of time. However, if you are unhappy with any aspect of the service we provide to you, please contact us so we can investigate and do our utmost to resolve the issue. We operate a complaints procedure to help ensure that any complaints are dealt with efficiently and to your satisfaction.

8.2. If you are unhappy with the way we have sold, provisioned or delivered the service to you, you should:

8.2.1. In the first instance, telephone us on 01722 777999 or write via email to support@hivecommunications.co.uk. We aim to respond to emails within 24 hours. Please ensure you retain the reference number the Support Team provide you with. Our Support Team will do their utmost to successfully resolve any problems at the point of first contact, but where this is not possible, we will agree a course of action with you.

8.2.2. If you remain unhappy with the way in which your complaint has been handled in the first instance, you may contact Customer Services Manager via vk@hivecommunications.co.uk mentioning your case reference number. They will respond and aim to resolve your complaint within 48 hours.

9.0 Matters beyond reasonable control

9.1. If either Party is prevented, hindered or delayed from performing any obligation under these Terms because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the relevant Party is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other Party for any resulting failure, delay, defect or omission in performing its obligations under these Terms.

9.2. We will not be liable for any failure or delay in supplying the Services to you if:

9.2.1. another supplier on whom we are reliant to supply the Services delays or refuses the supply of an electronic communications service to us and no alternative service is reasonably available at reasonable cost; or

9.2.2. legal or regulatory restrictions are imposed that prevent us from supplying the Services.

9.3. If any of the events detailed in clauses 9.1 or 9.2 materially affects the performance of the Contract and continues for more than three months, then either Party may terminate the Contract immediately in (in respect of some or all the Services) by providing written notice to the other.

10.0 Limitation of liability

10.1. Nothing in these Terms in any way excludes or restricts our liability for negligence causing death or personal injury, for fraudulent misrepresentation or for anything which may not be validly restricted under English Law. Your statutory rights are unaffected.

10.2. For any one event or a series of events, our maximum liability in contract, tort (including negligence) or otherwise under or in connection with these Terms, is limited as follows:

10.2.1. in the case of Goods, to the Charges for the relevant Goods (excluding VAT), or, where applicable, to the replacement or repair of the relevant Goods under clause 4.7; and,

10.2.2. in the case of Services, to 125% of the Charges for the relevant Services (excluding VAT) during the duration of the event(s) complained of.

10.3. In no event (including our own negligence), and even if we have been advised of the possibility of such losses, will we be liable for any:

10.3.1. loss of profit, contract, business or anticipated savings;

10.3.2. loss of goodwill or reputation;

10.3.3. special, indirect or consequential loss;

10.3.4. damage to or loss of Data or other information; or

10.3.5. interrupted communications.

10.4. We will have no liability for goods and/or services provided by third parties or for any type of loss or damage which is the result of any act or omission of any third party (including, without limitation, engineers from BT Openreach or any sub-contractors).

10.5. We will not be liable for any delay or failure in the performance of our obligations under these Terms where such delay or failure is attributable to matters beyond our reasonable control as set out under clause 10.

10.6. To the fullest extent permitted by Law, we exclude all terms implied by Law that are not expressly set out in these Terms including, without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose. Your statutory rights are unaffected.

11.0 Indemnity

11.1. You agree to indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party because you have used the Service in a way which is, or has been, in breach of clauses 6 or 7.

12.0 Payment

12.1 Charges for Goods and Services must be paid within 7 days of the date of our invoice by one of the following methods:

12.2.1. if paying monthly, by direct debit or

12.2.2. if paying annually, by direct debit or bank transfer.

12.3. If you fail to pay the Charges in accordance with these Terms, the following procedure will apply:

12.3.1. We may suspend your Services at any time; and

12.3.2. We will send you email reminders for up to 45 days after the Purchase Date inviting you to make payment as soon as possible. If payment is not made within 45 days of the Purchase Date, your account will be deleted and will be incapable of reactivation.

12.4. All Charges remain payable where we suspend the Services in accordance with clause 12.3. If your Services have been suspended, they will not be usable until payment is made and the Services have been reactivated.

12.5. Payment of the Charges must be made without deduction or set-off.

12.6. All Charges are non-refundable unless otherwise stated.

12.7. We reserve the right to charge you interest on any overdue Charges in accordance with the Late Payment of Commercial Debts Act 1998 or other applicable Law (determined at our discretion).

12.8. Where payment of the Charges is not made in accordance these terms, we may take all debt recovery measures available under Law that we consider appropriate.

13.0 Changes to the Terms, the Charges and the Services

Changes to the Terms

13.1. Every time you order Goods and Services from us, the Terms in force and published on our Website at the date of your order will apply to the Contract.

13.2. We may amend these Terms on giving you at least one month's notice in writing. Please look at the top of this page to see when these Terms were last updated.

Changes to the Charges

13.3. We may amend the Charges (excluding the Call Tariffs) on giving you at least one month's notice in writing. However, this notice requirement does not apply to our right to charge you for going over your usage cap in line with our Fair Usage Policy.

13.4. We may amend the Call Tariffs at any time by giving you at least 7 days' notice in writing.

13.5. The Charges will also change if you change Services or if we charge you for going over your usage cap.

13.6. We may also amend the Charges if required by Law or any competent regulatory authority. We will use our reasonable endeavours to provide you with notice in writing before any change to the Charges take effect under this clause 13.6.

Changes to the Services

13.7. We may from time to time change, replace or withdraw Services in accordance with these Terms.

13.8. Without affecting our right to suspend the Services under these Terms, we will give you at least one month's notice in writing if we make any change to the Services which affects the Charges, or which is likely to be to your material detriment, or if we withdraw your chosen Service. We will give you written notice of any other change to your chosen Service.

13.9. If we reduce the level of service provided by your chosen Service, or withdraw it completely, and we both agree (acting reasonably) that the change is to your material detriment, you may end the Contract under clause 14.2 without penalty even if you are within the Minimum Contract Period.

14.0 Duration and termination of the Contract

14.1. The Contract for each Service will be stated on the Proposal Document and will last for a minimum period of 12 months ("Minimum Contract Period") and the Contract will continue until terminated in accordance with clauses 14.2 or 14.3. Save where these Terms provide otherwise, you agree to pay the Charges associated with each Service for the Minimum Contract Period even if you decide to cease it before the end of this period (the payment of these Charges being an "Early Termination Charge"). You acknowledge and agree that we may charge the Early Termination Charge directly to any bank account by direct debit. When you cease some Services (whether before or after the Minimum Contract Period), we incur certain charges from our wholesale supplier which you will be liable to pay ("Additional Termination Charges"), in addition to any Early Termination Charge that is payable.

14.2. Subject to clause 14.1, either Party may terminate the Contract (in respect of some or all the Services) for any reason by giving to the other one month's written notice.

14.3. We may terminate the Contract (in respect of some or all the Services) or suspend some or all of the Services immediately on written notice if:

14.3.1. you fail to pay the Charges in accordance with clause 12; or

14.3.2. you commit a material breach of the Contract, unless such breach is capable of remedy, in which case our right to terminate immediately will be exercisable only if you fail to remedy the breach within 14 days of us sending you a written notice to do so; or

14.3.3. you or anybody using your Hive Communications account or the Services we supply to you act towards our staff or representatives in a way which we consider (acting reasonably) to be offensive, aggressive or inappropriate; or

14.3.4. if you are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or you enter into any arrangement or composition with your or for your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over you or any of your assets or any similar circumstances; or

14.3.5. if we are required to do so by a regulatory authority; or

14.3.6. if you provide unauthorised payment details or other material details we request from time to time.

14.4. If we have reasonable grounds to suspect fraud or any other unauthorised activity associated with your account, we may suspend the affected Services immediately.

14.5. On termination of the Contract or suspension of Services for any reason:

14.5.1. we will immediately stop supplying, and will terminate access to, the relevant Services. This may involve irretrievable damage to or loss of Data or we may destroy any such Data;

14.5.2. all licenses granted by us to you will terminate;

14.5.3. any fees due remain payable and, if already paid, will be non-refundable; and

14.5.4. your accrued rights and liabilities will be unaffected.

14.6. Whenever, in accordance with these Terms, you request the cancellation of Services or you give us notice to terminate the Contract, you must communicate with us using the email address from your Master Contact Details or by letter featuring your business' letterhead. Requests to cease Services made by a telephone call to the Support Team will not be valid.

15.0 Confidentiality

15.1. We both agree not to use Confidential Information belonging to the other Party for any purpose other than in connection with these Terms or to disclose any such Confidential Information to any unauthorised third party without prior permission. "Confidential Information" means information in whatever form which, at the time of provision, was expressly or by necessary implication identified as being of a confidential nature.

15.2. Clause 15.1 above will not apply to information which:

15.2.1. enters the public domain other than through breach of clause 15.1;

15.2.2. is or becomes independently known to the receiving Party free from any confidentiality restriction;

15.2.3. is required to be disclosed by applicable Law or competent authority;

15.2.4. is reasonably disclosed to employees, suppliers or others required for the proper performance of the Contract;

15.2.5. is reasonably disclosed to professional advisers; or

15.2.6. is otherwise permitted in accordance with these Terms or any associated document

16.0 Data, Personal Data and website cookies

16.1. We do not provide a back-up of your Data or guarantee the integrity of your Data. You should regularly backup the Data that you store using the Services. Following a regular backup plan can help you prevent loss of your Data. However, we will use our reasonable endeavours to provide copies of Data for disaster recovery purposes.

16.2. We may access, copy, preserve, disclose, remove, suspend or delete any Data:

16.2.1. if we are required to do so by applicable Law or competent authority; or

16.2.2. if reasonably required for the purposes of carrying out our obligations, or enforcing our rights, under the Contract; or

16.2.3. if it is otherwise permitted under these Terms; or

16.2.4. if such Data is prohibited under these Terms.

16.3. We will process your Personal Data only in compliance with our privacy policy which is available at <http://www.hivecommunications.co.uk/privacy> ("Privacy Policy").

16.4. You consent to such processing and confirm that you have shown our Privacy Policy to, and obtained similar consent from, any third party individuals whose Personal Data you have supplied to us and will continue to do so in the future.

16.5. We will retain your Data and Personal Data in accordance with the relevant sections of our Privacy Policy.

16.6. You acknowledge that our Cookie Policy will apply when you visit our Website using any relevant communications device.

17.0 Notices

17.1. Any notice or other communication required under or in connection with these Terms will be in writing and will be delivered by hand or sent by pre-paid first-class post or other next Working Day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or by email to the other Party's nominated email address.

17.2. Any notice or communication will be deemed to have been received if delivered by hand, on signature of a delivery receipt, or, if sent by fax or email, at 9:00 am on the next Working Day after transmission, or otherwise at 9:00 am on the second Working Day after posting.

17.3. Neither Party will use email for the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.

18.0 General

18.1. These Terms constitute the entire agreement of the parties which supersedes all prior agreements and representations (unless fraudulent) and you acknowledge that that no reliance is placed on any representation made but not embodied in these Terms, save for those made fraudulently. We are not bound by, nor should you rely on, any oral representations or representations by any agent or employee of Hive Communications, or by any third party.

18.2. These Terms apply to the Contract to the exclusion of any other terms that you might seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

18.3. If any of these Terms are deemed unlawful, invalid or void for any reason, the offending words will be deemed deleted and all other Terms will continue in full force and effect.

18.4. The Contract is personal to you. You may not assign the Contract without our prior written consent. We may assign this Contract or subcontract any of the Services at our discretion (acting reasonably).

18.5. The Contracts (Rights of Third Parties) Act 1999 will not apply to the Contract.

18.6. Nothing in these Terms will be construed as creating a partnership or joint venture of any kind between us.

18.7. Where you are domiciled within the United Kingdom, the Contract and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of your country of domicile, and will be subject to the exclusive jurisdiction of the courts of that country.

18.8. Where you are domiciled outside of the United Kingdom, the Contract and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales, and will be subject to the exclusive jurisdiction of the courts of England and Wales.

Web Hosting Services Annex

1.0 Acceptable Use

1.1 No unsolicited commercial email (also known as SPAM) may be sent through our systems under any circumstances. This specifically includes unsolicited commercial email sent to any individual, organisation, company or other legal entity irrespective of their location.

1.2. Solicited commercial email may be sent through our systems, but only if the message content:

1.2.1 conforms to marketing best practices and all applicable UK laws, acts and regulations;

1.2.2 does not contain fraudulent, misleading or illegal information;

1.2.3 includes your full legal name, address and contact information;

1.2.4 includes information on how to opt-out of receiving further emails from you and any such opt-out requests are acted on promptly,

6.1.5 and only if the recipient has specifically opted in to receive commercial messages directly with you or the recipient has an existing and on-going commercial relationship with you.

2.0 Site Content

2.1 Hive Communications' services or servers shall not be used to host web sites which contain offensive material. Our definition of offensive includes but is not limited to material which is racist; sexist; homophobic; pornographic; intended or likely to incite hatred or intolerance; libellous; defamatory; harassing; threatening; illegal; invasive of privacy.

2.2 Hive Communications services or servers shall not be used to:

2.2.1 Store any files, including audio or video files, whose copyright does not belong to you;

2.3.2 Host chat services of any type.

3.0 Dangerous Activities

3.1 You may not use Hive Communications services or servers to post or disseminate in any manner, any information or material which may be dangerous, damaging or injurious to persons or property or which, directly or indirectly, may be used to create danger, damage or injury to persons or property.

4.0 Infringement

4.1 You may not use Hive Communications services or servers in any manner which infringes the intellectual property rights or other proprietary rights of any third party including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization.

5. Fraudulent Activities

5.1 You may not offer or disseminate fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes), or furnish false data on any signup form, contract or online application or registration, or fraudulently use any information obtained through the use of Hive Communications servers or services, including without limitation use of credit card numbers.

6. Harmful Activities

6.1 You may not use Hive Communications services or servers for disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

7. Tortuous Activities

7.1 You may not use Hive Communications services or servers for any tortuous conduct, including, but not limited to, posting defamatory, libelous, slanderous, scandalous, or private information about a person or company without their consent; intentionally inflicting emotional distress; making unlawful threats; stalking, interfering with any contract or prospective economic relations; engaging in fraud or deception; engaging in sexual or other harassment; or for violating any patents, trademarks, copyrights, or other intellectual property rights.

8. Misuse of System Resources

8.1 You may not engage in any uses or activities that misuse Hive Communications services, servers or system resources, including, but not limited to employing or posting programs which consume excessive CPU time or storage space; permitting use of mail services, mail forwarding capabilities, POP accounts, or autoresponders other than for your own account.

9.0 Script and Security Updates

9.1 You are required to ensure that all website scripts installed on your site are kept up to date with regards to security and bug-fix updates in a timely manner and to take adequate steps to make sure any script you write yourself adheres to industry best-practices in terms of security. Failure to do so may result in your website being easily compromised and in a worst-case scenario will potentially allow other websites on our system, or even the system itself, to be compromised. You will be held liable for reparation costs at our hourly support rate if a compromise of any kind occurs as a result of you failing to update your scripts or installing insecure scripts.

10.0 Terms of Service

10.1 We will provide the service to you in accordance with the Conditions of this Agreement and with reasonable skill and care. It is technically impracticable to provide the service free of faults and we do not undertake to do so.

10.2 We will use reasonable endeavours to provide a prompt and continuing Service but we will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond our, or by your errors or omissions.

10.3 We reserve the right to remove e-mail from our servers that is left for a period of more than 3 months.

10.4 We reserve the right to change the Customer's password at any time at our sole discretion.

10.5 Where you have asked us to register, re-register or renew a domain name on your behalf, we will do so only on the condition that you understand and agree that you do so completely at your own risk and that we will take no responsibility whatsoever for its safe keeping and continued registration.

10.6 The provisions of this Agreement regarding Confidential Information and limitation of liability shall survive the termination of the Agreement.

10.7 We reserve the right to assign or sub-contract any or all of our rights and obligations under this Agreement without your further consent to such assignment or sub-contract.

10.8 If either party is unable to perform any of its obligations under this Agreement because of a matter beyond that party's reasonable control including, but not limited to, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, or acts of local or central Government or other competent authorities or acts or omissions of third party service providers, that party shall have no liability to the other for such failure to perform its obligations.

10.9 Hive Communications reserves the right, at its sole discretion, to make changes and modifications in service, equipment and the rates and terms of these terms and conditions at any time upon thirty(30) days prior notice via e-mail or standard postal mail service.

10.10 You agree to indemnify and hold Hive Communications, its information providers, licensors, employees and agents harmless in connection with any controversy or legal action arising from your use of this service, including but not limited to controversies or legal action over domain name selection and web site content.

10.11 The security and integrity of all data and configuration information held on our servers is not guaranteed in any way. It is your responsibility to maintain a backup copy of your web site and any other important information you store on our servers and store the same on your own equipment. In the event of a failure that leads to the loss or damage of your data or other information held on our servers, it is also your responsibility to restore this data and information. Hive Communications shall not be responsible for the costs you might incur in any way with the backup and restoration of any of your data.

10.12 Hive Communication assumes no liability for damage to account files, loss of data, or connect time charges attributable to your failure to maintain confidentiality or protect your passwords from unauthorized users. Hive Communications makes no guarantee and assumes no liability for the security of any data on any server, including secure servers. You acknowledge that there is no guaranteed privacy on the Internet and that Hive Communications is not liable for any viewing or interception of your email, news, etc. by outside parties.