TERMS AND CONDITIONS

100 Percent IT Limited have adopted a philosophy that assumes the honesty and good intent of customers. Services are provided in as unrestricted a manner as possible, to allow customers to have the richest Internet experience possible.

Please note that in this agreement, "we"/"us"/"our" denotes 100 Percent IT Ltd, registered office Wessex House, Oxford Road, Newbury, RG14 1PA, and "you"/"your" denotes you the Customer.

These Terms and Conditions must be read in conjunction with our Acceptable Use Policy (AUP), which may be subject to change from time to time. It is your responsibility to ensure that you comply with the latest edition of the AUP in force at any given time.

If you have any questions about any of our policies, please contact your Customer Support Manager or sales@100percentit.com

These Terms and Conditions may be revised, without notice, at any time, at the sole discretion of 100 Percent IT Limited. Completion of the relevant order form is deemed to be an agreement to our Terms and Conditions.

- 100 Percent IT reserve the right to suspend or terminate your account without notice or refund, levy additional charges, or block access to the relevant area of the Service if the Service has been misused. Refer to the AUP for definitions of misuse.
- In completing an application form, you agree to indemnify 100 Percent IT Limited against any claim, costs or liability incurred as a result of your use of the Service.
- Accounts and Services must not be used for any illegal act or purpose. If the Service is used for illegal purposes, 100 Percent IT Limited may be required to terminate the Service by United Kingdom agencies, or other relevant authorities. In these circumstances, you will not be entitled to any refund of fees. Such action will not remove the Customer's liability to pay any outstanding fees for the duration of the contract.
- You must notify 100 Percent IT Limited of any change of contact details. All contact details will remain confidential and 100 Percent IT Limited will not supply this information to third parties, other than when requested by a recognised legal authority.
- If you disagree with an invoice from us you must notify us in writing within 30 days of the invoice date, failing which you will be deemed to have agreed to its terms. You agree that you will in any event pay all undisputed amounts in accordance with this Contract.
- Liability for any loss of Service shall not exceed the proportionate amount of the subscription fee.
- 100 Percent IT Limited's total liability to you under this agreement, from all causes of action and under all theories of liability, will be limited to the payments actually received from you for the specific order(s) of products and / or Services from which the liability arises (where applicable), and in no event shall such total liability exceed the payments actually received from you under this agreement during the twelve (12) months prior to the date of the event giving rise to any liability.
- In no event will 100 Percent IT Limited be liable to you for any special, incidental, punitive or consequential damages (including, without limitation, lost profits, loss of use, loss of data or loss of goodwill), or the costs of procuring substitute products and / or Services, arising out of or in connection with this agreement or the use or performance of any products and / or Services provided by 100 Percent IT Limited hereunder, whether such liability arises from

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any claim based upon breach of contract, breach of warranty, tort (including negligence), product liability or otherwise. The parties have agreed that these limitations will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

- You will not, under any circumstances, re-sell, rent out or share use of the Service or any part thereof, to, or with, any other person, except where specifically agreed with 100 Percent IT Limited in writing.
- Payments are monthly, quarterly, or yearly in advance.
- Payments may be made by cash, cheque or bank transfer, the amount payable being set out on the order form.
- Service charges do not include any provision for customer telephone charges or hardware provision other than any Customer Premises Equipment (CPE) set out on the order form. It is your responsibility to ensure that you have the necessary means of connection to this CPE.
- 100 Percent IT Limited reserves the right, from time to time, and without obligation or liability of any kind, to: (a) change the products and / or Services offered; (b) add products and / or Services to or delete products and / or Services from 100 Percent IT's published price list; and (c) change or terminate the level or type of support that 100 Percent IT makes available. 100 Percent IT will provide at least twenty one (21) days' notice of any of the changes described in the foregoing clauses (a) through (c). Notice will be provided via 100 Percent IT's web site or renewal reminders. If and when they occur, changes in pricing will take immediate effect with the next contract renewal.
- We may be required to cooperate with courts and judicial bodies, police and law enforcement authorities, regulators and other appropriate third parties to help with the investigation and prosecution of illegal conduct. This cooperation may include disclosing information and data about the Services and providing them with information about your use of the Services when we are legally required to do so.
- You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any End User; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) a dispute between you and any End User. If we or our affiliates are obligated to respond to a court order or other compulsory legal order or process, you will also reimburse us for reasonable legal fees, as well as our employees' and contractors' time and materials spent responding to the court order or other compulsory legal order or process at our then-current hourly rates.
- These Terms and conditions are governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

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VIRTUAL SERVER SERVICES AGREEMENT

This agreement is entered into by and between 100 Percent IT Limited of Wessex House, Oxford Road, Newbury, RG14 1PA("100 Percent IT") and "the Customer" meaning the individual or business who signs or on whose behalf the Order form is signed or the individual or business who submits an order by telephone, email, web browser or other means.

Please note that in this agreement, "we"/"us"/"our" denotes 100 Percent IT Ltd, registered office Wessex House, Oxford Road, Newbury, RG14 1PA, and "you"/"your" denotes you the Customer.

This agreement outlines the responsibilities, rights and obligations of 100 Percent IT and the Customer, and supersedes any and all previous agreements, whether oral or in writing.

Service Provision
- 100 Percent IT will supply and install (where applicable) all software as ordered by the customer onto the ordered Virtual Server (VS).
- 100 Percent IT shall use reasonable efforts to ensure the required and services are installed in line with the lead times and target dates agreed between us.
- After provisioning, 100 Percent IT shall connect the required system to the Internet without delay. The VS will be connected to the Internet at the speed specified on the order form. The VS connection may burst above the agreed rate if the Customer has requested this subject to payment for the additional bandwidth on a 95th percentile basis.

Usage
- The Customer agrees to ensure that the facility will not be used for any illegal activity, and indemnifies 100 Percent IT from any liability that may arise due to such usage. Such activity will be deemed to include the publishing of any material that is obscene, threatening, defamatory or which in any way infringes the Intellectual Property rights of another party. The Customer accepts that in the event of allegations of infringement of this clause, 100 Percent IT may without notice or liability suspend or interrupt the Customer's access to the Internet, or remove any specific material held on our systems on the Customer's behalf pending clarification of such allegations or suspicion. In the event that a third party makes direct representation to the Customer with regard to possible breach of this clause, the Customer will without delay notify 100 Percent IT of the nature and background of such representations so we may promptly carry out any actions required to mitigate any exposure or damages.
- The Customer accepts responsibility for all items published or transmitted from their VS. 100 Percent IT will only act as a distributor of the Customer's traffic and will not examine it in any way except for the purpose of efficiently routing it over the Internet and Local Area Network.
- The Customer accepts all responsibility for installing security patches, software updates and all maintenance on the VS operating system and other software installed on the VS. 100 Percent IT is not responsible for any software maintenance of the VS.
- The Customer shall ensure that all software is removed from their systems and is no longer used at the end of any licence term.
- 100 Percent IT does not warrant that software licenced to the Customer is suitable for the usage intended by the Customer; that it does not contain any bugs or defects or that it is in any way guaranteed to be compatible with other software running on the same server.

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- The Customer is responsible for ensuring that all software running on the VS is fully licenced and complies with all regulations and authorities.
- If software is licenced on a counted basis such as 'per user/person/device', the Customer must inform 100 Percent IT within 5 working days of the end of each month how many licences they are using. If the Customer does not provide this information, the Customer agrees that 100 Percent IT can assume that the same numbers of licences are being used as on this order or the Customer's most recent report (whichever is most recent). The Customer agrees to pay for all licences used regardless of whether or how they are reported and accepts responsibility for any additional costs incurred through under-reporting the number of licenses used.

Confidentiality

100 Percent IT will use reasonable endeavours to ensure that Confidential Information (including but not limited to data, technical, financial, operational, commercial information) howsoever stored is not disclosed to any third party unless such information is already in the public domain. Likewise, the Customer will use all reasonable endeavours to ensure that Confidential information (including but not limited to technical, financial, operational, commercial, business ideas, customer information, product information) howsoever stored is not disclosed to any third party unless such information is already in the public domain.

Liability

- 100 Percent IT will not be liable for any loss of revenue or profits, loss of business or other consequential damages.
- 100 Percent IT's liability to the Customer with regards to an individual service is restricted to the total value of any amounts paid by the Customer to 100 Percent IT in the previous 12-month period on that individual service.

Support

- 100 Percent IT will provide the Customer with access to a support telephone number. Support may also be contacted by email at support@100percentit.com Support cover is provided from 9AM to 5:00PM Monday to Friday excluding Public Holidays and Bank Holidays.

Software Licensing

- Customers with virtual servers running Microsoft Software are required to comply with the Microsoft Volume Licensing End User Licence Terms. These license terms include the Microsoft Service Provider Use Rights (SPUR) which Customers must agree to in order to use or redistribute the Microsoft Software.

Termination

- This agreement covers all orders placed by the Customer with 100 Percent IT, whether placed before or after the date of this agreement. Contract length for all such orders is specified on the individual orders.
- The Customer may cancel or downgrade the Service according to the Cancellation Policy below.
- 100 Percent IT reserve the right to terminate this Agreement and all Services covered by it immediately and without further notices should any properly delivered invoice remain unpaid for a period of thirty days beyond the due date whether demanded or not. Such

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action will not remove the Customer's liability to pay any outstanding fees for the duration of the contract.

- In the event of termination of this Agreement, all IP addresses issued by 100 Percent IT to the Customer will remain the property of 100 Percent IT, and may not be transferred to another provider.

Force Majeure

- 100 Percent IT shall not be liable to the Customer for any breach of this agreement for failing to perform any obligation where such breach or failure was the result of any Act of God, insurrection or civil disorder, war or military operations, inclement weather, failure or shortage of power supplies, flood, drought, public disorder, lightning or fire, national or local emergency, acts or omissions of government, highway authority or other government authority, compliance with any statutory obligation, industrial disputes of any kind, the acts of omissions of other telecommunications operators or any cause beyond 100 Percent IT's reasonable control.

Jurisdiction

- The Laws of England will apply to this Agreement and any modification of it and any dispute will be resolved in England by Arbitration where no issue of Law arises or failing that, in the Courts.

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VIRTUAL SERVER CANCELLATION POLICY

Virtual/hosted servers can be cancelled or downgraded after the expiry of any agreed minimum period. A minimum of 30 days' notice is required. In the event that a Customer cancels or downgrades their Services mid-way through the minimum contract period, they will not be entitled to any refund for any remaining amounts and remain liable for any invoices yet to be generated that cover the reminder of the minimum contract period. For the avoidance of doubt, contracts move to a rolling monthly contract or as defined in each order form at the end of the minimum contract period unless cancelled by you.

Servers are automatically switched off at the end of a contract. Customers acknowledge that it is their responsibility to ensure that all data is removed from the server prior to the end of the contract. Servers that have been switched off will be permanently deleted 14 days after the end of the contract and all data stored on the systems will be lost.   100 Percent IT is not responsible for any data which remains on our systems after the expiry of a contract.

Any software that is used for any period, howsoever short during a calendar month will be billed for the entire month. No refunds will be given for any part month of software usage. SSL Certificates and other 'add-on' services will have their own minimum period and recurring minimum periods. If a Service is cancelled during the minimum period or renewal period, no refunds will be due for unused time during these periods.

Cancellations or Service downgrades must either be done through the online portal or in writing via the support ticketing system. Cancellations or Service downgrades requested via ticketing system are not confirmed until you have received a confirmation email.

Termination of a contract is without prejudice to all rights and responsibilities of either party incurred prior to the termination of the contract.

Distance selling regulations. The Customer acknowledges that all Services are bespoke and created to order for each Customer. If you are buying as a consumer (i.e., not within the course of your business), the Consumer Protection (Distance Selling) Regulations 2000 normally allow you to cancel the contract at any time within fourteen (14) working days, beginning on the day after you received the Acceptance Confirmation. By placing your order for the Services, you agree to us starting supply of those Services before the end of the seven working day cancellation period. As such, you will not have the right to cancel the contract under the Consumer Protection (Distance Selling) Regulations 2000.

Prices are liable to change at any time. Price changes that occur during a minimum contract period will only become effective at the end of that contract period. We will notify you at least 30 days before the price increase comes into effect. If you do not accept the price increase, you must cancel your Service(s) prior to their implementation. If you do not cancel the Service(s) you are deemed to have accepted the new prices.

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100 PERCENT IT LTD: CLOUD COMPUTE PLATFORM – SERVICE LEVEL AGREEMENT

This 100X credit Service Level Agreement ("SLA") should be read in conjunction with the Cloud Compute Platform Terms of Service ("Terms") and forms a binding agreement between You and Us.

Definitions
The following definitions should be placed in the Terms:

We/Us/Our – The Service provider

You/Your – The customer

CCP - The Services are based on our hardware and software systems and include orchestration and automation tools (together Cloud Computing Platform - "CCP")

Beta – An experimental or early release of a Service that does not yet have a production Service Level Agreement

Demarcation Point – The physical point at which the communications equipment of one organisation interface with that of another organisation

Service – The cloud computing services that We provide to You

Ephemeral Storage – Storage on a Host that is lost if the Host fails

Persistent Storage – More reliable storage kept redundantly on more than one disk spread across one or more servers. Persistent Storage can be moved between Instances and survives the loss of a Host.

Monitoring System – The tool or tools that We use to measure performance and availability

Scheduled Maintenance – We will perform maintenance on the CCP and other software and hardware systems used to provide the Services.   This maintenance may result in an outage to Your service. We will use reasonable endeavours to provide a minimum of seven days' notice for such maintenance.

Emergency Maintenance – We may need to perform unscheduled emergency maintenance to resolve issues likely to cause severe Service degradation, as designated by Us in Our sole discretion. This may include but is not limited to work intended to resolve hardware or software failures or viruses. We will make reasonable efforts to inform You before interrupting the Service for Emergency Maintenance, but such notice is not guaranteed.

Jitter - variation in Latency.

Latency – the amount of time it takes for a packet of data to travel from one point to another

Maximum Jitter – the highest permissible level of jitter within a period when there is no Network Outage

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Network Outage – IP services are not useable due to hardware or software failure on Our network.

Packet Loss – packets do not reach their destination or take over 10 seconds to do so.

Virtual Network – a customer network on the CCP that acts as a private subnet.

Network Interface Speed – the emulated speed of a Network Interface in a virtual instance e.g. Gigabit Ethernet virtual interfaces have a Network Interface Speed of 1Gbps

Failure – A Service does not attain the performance and availability targets set for it in this SLA

Host – A physical server that acts as part of a virtualisation platform

Instance – A virtual machine running as a guest on a Host

Quota – The limit in resources (CPU, disk, RAM etc.) made available to You. Limit may be set by technical or financial considerations.

Case – A support Case opened with Us with details of Service affected including reference numbers, symptoms of the Failure and any information needed to investigate, diagnose and repair the problem.

Resolved – Period of Failure has ended and performance and availability targets in the SLA are being met again.

Changes to this SLA
We may change this SLA from time to time by posting an updated version on Our website and providing notice to You. If You do not agree with the change You must stop using the CCP. If You continue to use the CCP following a change to this SLA You will be deemed to have accepted the change. The most up-to-date version of the SLA will apply to Your use of Our services, even if You have not read the updated version.

Service Credits
The ("100X Service Credit") is a credit equal to one hundred (100) times Your fees for the affected Service for the duration of the failure. For example a failure of two (2) hours affecting a service charged at £0.10 per hour would give You an SLA Credit of £20 (£0.10 x 2 hours x 100).

The period of Failure begins when You open a support Case ("Case"). You must provide details on the symptoms of the Failure and any information needed to diagnose the fault. The period of Failure ends when the Failure has been resolved.

To claim a Service Credit, You must open a Case requesting an SLA Credit within seven (7) business days of the Failure for which credit is requested being Resolved. The Service Credit request must provide Your name and contact information, the ticket number You raised during the Failure and a brief description of the characteristics of the outage.

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Service Credits will be credited against Your monthly invoice and may not be received in the form of a refund.

If the CCP does not meet the Service Level Objectives described below ("SLA Breach"), We will provide You with a 100X Service Credit, subject to any limitations of this SLA.

You agree that:
- this SLA does not apply to services or features We identify as Beta
- Service Credits are a reasonable and genuine pre-estimate of Your loss for Our failure to meet the relevant Service Level Objectives for which Service Credits are specified and will be considered by You to constitute liquidated damage;
- Service Credits can only be claimed for fees paid in respect of Your Instance(s) affected by the Failure(s) e.g. if you have 100 Instances and a Failure affects one Instance, Service Credits are only payable for the affected Instance.
- You must have been actively using the CCP during a Failure to be eligible for a Service Credit resulting from that Failure.
- Service Credits will not be given where You are in breach of the Terms, including arrears of payment to the Us;
- You are not entitled to claim any Service Credits for consequential losses or on behalf of any of Your clients for any consequential interruption or failure of any third party services provided by You;
- The remedies specified in this SLA constitute Your sole and exclusive remedies for Our failure to meet the Service Level Objectives, including any breach of warranty, except as defined in the Terms;
- Service Credits for a month will not exceed forty per cent (40%) of Your fees for the CCP for that month;
- The minimum period of Failure eligible for a Service Credit is 15 minutes, shorter Failures are not aggregated into a longer period;
- The maximum Service Credit available in a single calendar year is 25% of Your fees for that calendar year;
- Service Credits may only be used to pay for future CCP charges. If You close Your account when it has a positive Service Credit balance, the credit will be forfeit.

This SLA does not apply to downtime, suspension or termination of Our services:

- caused by account suspension or termination due to Your breach of the Terms;
- caused by inability to create new instances due to exceeding your Quota or sending invalid API requests;
- caused by factors outside of our reasonable control such as force majeure, fire, flood, explosion, acts of God, war, strikes or labour disputes, embargoes or Internet faults beyond the Demarcation Point of our infrastructure such as DNS issues or BGP faults in third party networks;
- that result from Emergency Maintenance or Scheduled Maintenance;
- that result from any act or omission of any by You, Your contractors, agents and other suppliers;
- due to viruses, sabotage, denial of service, hackers or other third party illegal or wrongful actions;

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- due to governmental or regulatory restrictions; exchange rulings, court or tribunal orders or other human intervention;
- caused by circumstances or matters other than matters for which the Company is responsible pursuant to this Agreement.

In the event of the above You acknowledge and agree that Service Credits will not apply to outages caused by these events, nor will You be entitled to bring any claims for damages, losses, costs and/or expenses incurred or suffered which arise from any failure to provide the Service.

Service hours and Exceptions
The service operates during the following hours:

Twenty-four hours per day, seven days per week, 365 days per year.

The following exceptions apply:
- Scheduled Maintenance
- Emergency Maintenance

Human services are provided during support hours (see the following section).

Support
Human support is provided during the following working hours:
- Monday to Friday excluding National public holidays
- 09.00am to 17.30pm GMT/BST

Support Response and Target Times
Emergency Cases
- Instance down
- Network Outage

When You open a Case You will be provided with a Case tracking number. One of Our engineers will review and endeavour to respond to the Case within the target time given below. If We reclassify any Case that was incorrectly classified as Emergency, the Emergency response time target will not apply.

We shall use reasonable endeavours to respond to the Case within the following Target Times:-

Fault	Response Times	Target Times to Resolve
Emergency	Response within 1 working hour from time of assignment of Case tracking number	Repair times vary with fault cause – this SLA does not address them
Other	Response within 1 working day of assignment of Case tracking number	Repair times vary with fault cause – this SLA does not address them

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Fault Escalation Path and Service Levels for Services

If the Fault cannot be resolved within the Target Time specified above, Your fault escalation path shall be as follows:-

Action	Position	Escalation Time for fault	Telephone	Email
Initial Notification	Alarm raised – NOC notified of fault	Case raised	Documented in Welcome Pack	Documented in Welcome Pack
Level 1 escalation	On call Senior Technician notified	Within two working hours of Case being raised	Documented in Welcome Pack	Documented in Welcome Pack
Level 2 escalation	Director level	Escalated if fault not resolved within four working hours of level 1 escalation	Documented in Welcome Pack	Documented in Welcome Pack

Service Level Objectives

Instance Uptime
Internal Network Performance
External Network Performance
Support Response Time

Instance Uptime

We intend deployments on the CCP to have 100% availability as monitored from Our network by Our Monitoring System. An Instance on the CCP will be counted as available if the hardware and hypervisor layer hosting the Instance are available and respond to Our Monitoring System. Examples of Failures include a failed Host power supply or failure in the virtualisation software on the Host.

In the event that a Host fails, each Instance formerly on that Host will be migrated onto a different Host or a replacement Instance will be created. Ephemeral Storage located on the failed Host will be lost, Persistent Storage located on the distributed storage network will be reconnected to the migrated Instance. Once the migrated or replacement Instance has booted, a Failure will be deemed to have been Resolved.

Internal Network Performance

We intend traffic between Your instances on the same Virtual Network to have 100% uptime with:
- Less than 0.1% Packet Loss averaged over a month
- Less than 2ms Latency averaged over a month
- Less than 1ms Jitter averaged over 15 minutes
- Less than 10ms Maximum Jitter in any 15 minutes

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These SLA Objectives only apply when You are using less than 80% of each Instance's Network Interface Speed.

External Network Performance

We intend to provide 100% availability between the Internet and Your Instances on the CCP. To quantify this, We measure jitter, packet loss and latency from a number of locations on the Internet. Failure of at least two (2) of the listed networks on each continent to meet the criteria for that continent will be counted as an SLA Breach.

- Europe
  - Less than 0.3% Packet Loss
  - Less than 50ms Latency
  - Less than 5ms Jitter averaged over 15 minutes
  - Less than 10ms Maximum Jitter in any 15 minutes
- North America
  - Less than 0.3% Packet Loss
  - Less than 150ms Latency
  - Less than 5ms Jitter averaged over 15 minutes
  - Less than 10ms Maximum Jitter in any 15 minutes
- South Africa
  - Less than 0.3% Packet Loss
  - Less than 400ms Latency

100X Service Credit for Failure in Internal Network Performance and External Network Performance will only be issued for prepaid Network Transfer, not for pay-as-you-go Network Transfer. Credit will be given based on:

$$\frac{\text{prepaid Network Transfer charge}}{\text{hours in the month}} \times 100 \times \text{outage in hours}$$

This SLA does not apply to
- network performance to Your internet access point or physical location;
- Failures due to denial of service attacks.

Escalation & Complaints

For escalation and complaints, the defined Service Provider contact point shall be used and the following rules apply:
- Service requests and notification of Failures in the Service must be made via creating a support case. The clock will not start for response times until a Case is created.
- All notifications of Failures and service requests must include the reference number for the specific service.
- Escalation paths must not be used until the specified time period has elapsed. Failure to adhere to this will invalidate any claim for Service Credits.

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CLOUD COMPUTE PLATFORM – ACCEPTABLE USE POLICY

To use the cloud computing services that we provide to you ("Services"), you must comply with this Acceptable Use Policy (AUP) at all times. The Services are based on our hardware and software systems and include orchestration and automation tools (together Cloud Computing Platform - "CCP"). For definitions used in this AUP, you should refer to our Terms of Service document.

You are responsible for all software that you install on the CCP, all data that you upload to the CCP and all data that you create or process on the CCP (together "Client Content"). This AUP applies to usage of the Services by your customers and other third parties ("Users"). This AUP applies to all activity performed using the CCP and Services including activities brought about by Client Content and third parties. You are responsible at all times for the use of your account – whether by you or by a third party. You are solely responsible for the security and setup of your servers on the CCP. You are also responsible for all traffic that passes through your servers.

Please note that in the AUP, "we"/"us"/"our" denotes 100 Percent IT Ltd, registered office Wessex House, Oxford Road, Newbury, RG14 1PA, and "you"/"your" denotes you the Customer.

The AUP is intended to be a guide to our view of what constitutes "abuse" of the Internet and is not intended to be exhaustive. We therefore reserve the right to take any action, at our sole discretion, necessary to protect our reputation and goodwill.

As a general principle, you must not use our Services in any way that is unlawful or illegal or that in any way affects the enjoyment of other users of our services.

Changes to our AUP
We may change this AUP from time to time by posting an updated version on our website or otherwise providing notice to you. If you do not agree with the change you must stop using the Products and Services. If you continue to use the Products and Services following a change to this AUP you will be deemed to have accepted the change. The most up-to-date version of the AUP will apply to your use of our services, even if you have not read the updated version. It is your responsibility to ensure your compliance with the AUP.

Illegal Behaviour
The Services must not be used to:
- transmit, publish, link to, make available or receive any material which is defamatory, offensive, abusive, obscene, racist, harmful, threatening or menacing
- breach any person's rights, including a breach of confidence, copyright, privacy or any other rights
- conduct illegal business or activity
- infringe intellectual property rights including copyright, trademarks or patents
- post material that imposes liability on us for hosting that material
- knowingly or unknowingly cause to be transmitted Worms, Trojans or Viruses

You must abide by the terms and conditions imposed by the operators of any networks that your traffic crosses over or services that you use through our network.

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Security

The Services must not be used to:

- obtain unauthorised access to any computer or service
- perform port scanning or probing, except with the explicit permission of the operators of the remote machines or networks targeted
- spoof your IP address
- attack systems via e.g. denial of service attacks
- disrupt the operation of our Services and CCP

You must not disclose your Credentials to any of our Services to any third party.

Your machine or network must not be configured in such a way that others can exploit it to disrupt the Internet. This includes, but is not limited to, ensuring that your virtual machine's operating system and installed software is security patched and up to date and ensuring that it cannot be exploited as an Open Email Relay or an Open Proxy Server.

Mailing Lists and Email

You must not send email or any other type of electronic message that has a forged address or which affects the performance or functionality of remote machines.

You must ensure that your system is not used for the sending of unsolicited bulk email or any other form of "abuse" whether it originates on your system or is from a third party.

Unsolicited Commercial Email is advertising material sent and received by email without the recipient either requesting such information or otherwise explicitly expressing an interest in the material advertised. We consider the sending of both commercial and non-commercial unsolicited bulk email to be unacceptable behaviour.

Any mailing lists run through our Services must adhere to the "confirmed opt-in" principle. To make it simple to join lists it is common to offer an option to join by means of a checkbox on the same web page that collected an email address for another purpose. This checkbox should require an explicit action to add the address to the mailing list rather than having joining as the default setting. To prevent forged subscriptions, a confirmation of any request is required before adding the new email address. This is most easily achieved by sending an email to the requesting address and then making it a joining requirement that this special email is responded to.

The Services must not be used to:

- initiate or propagate chain, pyramid or hoax emails
- send bulk or unsolicited emails
- receive responses from "abusive" mailing
- email a person after they have specifically asked you not to mail them
- harvest email addresses
- subscribe a third party to a mailing list without their permission

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You must not send email or post articles with headers modified to disguise their true source. It is your responsibility to ensure that a real email address is present and obvious to a human. It is unacceptable to arrange for replies to the email to be sent to another user or machine unless their explicit permission has been granted.

You must not attempt denial of service attacks or mail bombing. This includes, but is not limited to, sending an excessive number of emails to the same host and sending viruses attached to an email.

Reporting
Any breaches of this policy must be reported to abuse@100percentit.com. If you are reporting email abuse then the entire posting, together with the full headers, should be included.

AUP Breaches
We may, at our discretion, run manual or automatic systems to determine your compliance with the AUP (e.g. scanning for "open email relays"). By using our Services you are deemed to have granted permission for this limited scanning of your network or machines on the CCP.

We reserve the right to take whatever measures we deem appropriate and proportionate to a breach of this AUP, up to and including suspending or terminating one or more of your accounts with us. If we have reasonable grounds to suspect that this AUP has been breached by Client Content, we reserve the right to block access to the Client Content or remove it from the Services. All cases are considered on an individual basis. Following suspension of your account, you must send a formal letter to us undertaking not to commit any future "abuse" before we consider reinstating the account.

We do not allow credits or refunds for any outages resulting from a suspension or deletion of an account or Client Content under this Policy. You are still required to meet the terms laid out in your contract, including any minimum contract period.

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