



Terms & Conditions

1. Definitions

- 1.1 "Agreement" means any agreement to which these terms & conditions are incorporated.
- 1.2 "SEO-Northeast" means SEO-Northeast and any of its associated websites.
- 1.3 "Package" means a collection of Services.
- 1.4 "Pay As You Go" means SEO-Northeast no minimum term commitment monthly payment option.
- 1.5 "Prices" means the Prices for the Services set out in order form or as otherwise notified to You.
- 1.6 "Services" means the Services to be provided by SEO-Northeast.
- 1.7 "You/Your" means the person or company who purchases Services from SEO-Northeast.
- 1.8 "Us/Our" means SEO-Northeast or any of its associated websites.

2. Duration and Automatic Renewal of Services

2.1 Unless specifically stated to the contrary in the details of the Service and/or Package You purchase, all Services for which payment is required on a monthly basis are provided for a fixed annual (i.e. 12 month) term. The contract will automatically renew on its anniversary date and continue for successive further 12 month periods, unless terminated in accordance with these General Terms & Conditions or the Services or Package specific terms, if different to these General Terms & Conditions. In the event that You have an existing contract with Us commenced prior to 29 March 2010 ("existing contract") the term and termination provisions of that existing contract shall continue to apply.

2.2 Unless specifically stated to the contrary in the details of the Service and/or Package You purchase, all Services for which payment is required annually in advance shall be provided for a fixed annual (i.e. 12 month) term. The contract will automatically renew on its anniversary date and continue for successive further 12 month periods, unless terminated in accordance with these General Terms & Conditions or the Services or Package specific terms, if different to these General Terms & Conditions.

2.3 Unless specifically stated to the contrary in the details of the Service and/or Package You purchase, all Services for which payment is required biennially in advance shall be provided for a fixed biennial (i.e. 24 month) term. The contract will automatically renew on its anniversary date and continue for successive further 24 month periods, unless terminated in accordance with these General Terms & Conditions or the Services or Package specific terms, if different to these General Terms & Conditions.

2.4 Please be aware that unless You terminate the Services in accordance with clause 3 below or the Services or Package specific terms, the Services will automatically renew on the anniversary date of the contract for a successive contract term and You will be responsible for a further 12 or 24 months Prices whichever is applicable. If you choose to terminate the Services any time after the anniversary date of the contract You will still be required to pay the Prices for the remaining period of the then current term of the contract.

3. Cancellations / Suspensions

3.1 You are entitled to cancel the Services by submitting a cancellation request to our support team via the SEO-Northeast website no less than 7 days prior to the anniversary date of the contract term or the relevant service specific terms & conditions pertinent to the Services or Package you have purchased.

3.2 If You cancel or transfer Your Services before 14 days of the renewal then a £10 admin charge will be payable

3.3 SEO-Northeast reserves the right to cancel and/or suspend Your Service at any time without notice if You breach these General Terms & Conditions and/or Service Specific Terms & Conditions and/or our Acceptable Use Policy.

3.4 You must ensure that we have a valid email address to contact you on. All correspondence will be sent via electronic email and failure to respond to our emails may result in your account being suspended without notice.

3.5 You must ensure you have a full copy of your website. If we have to provide FTP details or a copy of your website then a £10 admin fee will apply before the details are given.

3.6 All accounts without FTP access will not be given access unless a £10 admin fee is paid.

3.7 It is your responsibility to keep all your passwords and ftp details.

3.8 Suspended Accounts can be re-instated for an admin fee of £30

4. Refunds

4.1 Charges due on a pre-pay basis (together with account set-up fees, where applicable), are non-refundable.

4.2 In the event that SEO-Northeast cancels Your Service for reasons other than Your breach of contract, You will be entitled to a pro rata refund based upon the remaining period of Your current contract term. However, Refunds will only be given if the original money was paid to us and not any previous owners. If your payment shows up in our account then we will issue a refund pro rata.

4.3 If You contravene Your Agreement with SEO-Northeast, a refund will not be issued in the event of a cancellation.

4.4 Domain credits are non-refundable as they enable the purchase of domain names at discounted Prices, based on an up-front commitment.

5. Payment

5.1 All Services and Packages must be paid for in advance in accordance with the specific provisions of that Service or Package.

5.2 Payment will be due on the basis of the Service and/or Package You have selected. If You have purchased "Pay as You go" Services or Packages then payment will be required monthly in advance. If You have purchased Services on an annual (12 month) or biennial (24 month) basis then You will be required to pay pursuant to the payment plan You selected, either paying annually or biennially in advance or by way of monthly installments in advance throughout the year.

5.3 You will be automatically charged the Price again on the anniversary date of the contract term unless You have cancelled the Services in accordance with SEO-Northeast ' cancellations procedure set out in clause 3 above. Payment of the Price will be taken via the payment method specified within the control panel

5.4 SEO-Northeast reserves the right to change the Prices and/or nature of its Services by giving You e-mail notice of those changes. Notice of changes to Prices and/or Services will be given by e-mail to the e-mail address held in Your SEO-Northeast Account. If You have already purchased a particular Service then the change in the Price or nature of that Service will only become effective when the Service reaches the end of its current term. You will be charged the new Price when the Service is automatically renewed at the end of the current term.

5.5 All payments must be made in UK pounds sterling, inclusive of applicable taxes.

5.6 You warrant that You are lawfully authorised to make payment using the payment card or facility You disclose to SEO-Northeast. In the event that You are not the named card holder, You acknowledge that You and the party who is the named card holder both accept SEO-Northeast ' Terms & Conditions and are jointly and severally liable for the payment of all Prices for which payment will be taken from the payment card, the details of which You have provided. You will indemnify and hold SEO-Northeast harmless in the event that the cardholder or issuer declines any transaction for payments to SEO-Northeast, including all of SEO-Northeast costs in administering Your non-payment and obtaining payment of those Prices due.

5.7 Where You provide SEO-Northeast with information relating to a third party, including but not limited to the use of their payment details, either in accordance with clause 5.6 above or for any other purpose, You warrant that You have obtained express consent from the third party for SEO-Northeast to use their information and you consent that we may share your information, including but not limited to the Services You have purchased, to enable the third party to ascertain the terms of your Agreement with Us and why we are authorised to take payment from the third party's payment card or PayPal account, if necessary, to contact the third party for the purposes of this Agreement.

5.8 SEO-Northeast reserves the right to suspend Services until payment is received in full and all outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to a £20 administration charge. You are responsible for all money owed on the account from the time it was established until SEO-Northeast accepts Your cancellation request.

5.9 You are required to have a valid email address and/or credit/debit card and/or PayPal account registered to Your account at all times, failure to do so will result in automatic suspension of Your account. If You cancel Your credit/debit card and/or PayPal account for any reason You must immediately notify SEO-Northeast and provide details of a current valid payment card and/or PayPal Account

5.10 PayPal - Payments processed by PayPal are subject to PayPal's terms and conditions of Service, and SEO-Northeast makes no representations or warranties with respect to those Services.

5.11 No bills or invoices will be sent by regular mail. All invoices will be sent directly to You via email shortly after the purchase or automated renewal transaction is completed.

5.12 If You fail to pay all Prices due, SEO-Northeast reserves the right to interrupt, suspend or cancel the Services to You. Such interruption, suspension or cancellation does not relieve You from paying all Prices which are overdue and payable to SEO-Northeast.

5.13 Please refer to SEO-Northeast Service specific terms & conditions including, but not limited to, the Domain Name terms of Service for Domain Name for specific payment policies.

6. Chargeback's

6.1 If You withdraw any payments made via a bank, credit card or PayPal account (a "chargeback") You may be subject to a administration fee of £50, should SEO-Northeast deem the chargeback to be unfair. SEO-Northeast also reserves its right to defend such chargeback's and recover the original monies from You or the card issuer.

6.2 If a chargeback is made, SEO-Northeast reserves the right to interrupt, suspend or cancel the Services. Such interruption, suspension or cancellation does not relieve You from paying the original Prices which are overdue and payable to SEO-Northeast.

7. Appropriate Service use

7.1 SEO-Northeast reserves the right to refuse Service and/or access to its servers and/or Services to anyone.

7.2 SEO-Northeast does not allow any content which breaches our Acceptable Use Policy to be stored on its servers:

7.3 Refusal of Service based on the content being contrary to our Acceptable Use Policy is entirely at the discretion of SEO-Northeast .

7.4 SEO-Northeast reserves the right to move Your data to a different server with no previous notice.

8. Scheduled maintenance

8.1 To guarantee optimal performance on the servers, it is necessary for SEO-Northeast to perform routine maintenance. Such maintenance often requires taking SEO-Northeast Exchange servers off-line, typically performed during off-peak hours. SEO-Northeast will give You advance notice of maintenance requiring the servers to be taken off-line whenever possible. However, we reserve the right to take our services offline without notice being given.

9. Support

9.1 We will endeavour to provide a continuous high quality service. If You experience problems with Your Service then contact the support team by sending an email to support@seo-northeast.com.

9.2 Please note we may require suspension of some of SEO-Northeast Services for short scheduled periods to carry out maintenance or repair to SEO-Northeast Services.

10. Reselling of Services

10.1 All Services other than SEO-Northeast Reseller Packages are to be used by the primary owner only, and do not allow the holders to resell, store or give away web-hosting Services of their website to other parties.

10.2 SEO-Northeast reserve the right to suspend access to the automated management facilities of the Reseller account including the API (Application Programming Interface) if a customer's use is deemed to be affecting the platform for which SEO-Northeast delivers the Services.

11. Database Usage

11.1 If You exceed the limits on SEO-Northeast database products (MS SQL and MySQL) then we will automatically charge You for the additional space You use at SEO-Northeast current Prices. For example if You have a 150MB database and 200MB is in use at any point during a month then we will charge for the extra 50MB in that month.

12. Ownership of data

12.1 All data created or stored by You within SEO-Northeast ' applications and servers are Your property. SEO-Northeast shall allow access to such data by only authorised SEO-Northeast personnel. SEO-Northeast makes no claim of ownership of any web server content, email content, or any other type of data contained within the accountholder's server space or within applications on SEO-Northeast ' servers.

12.2 You are responsible for backing up Your data.

13. Uploads via scripting languages

13.1 We limit uploads made via scripting languages - including PHP, ASP and ASP.NET. Uploads made using PHP are limited to 20MB per file.

14. Passwords / FTP Details

14.1 It is the mailbox owner's responsibility to keep his/her password confidential, and to change the password on a regular basis. SEO-Northeast is not responsible for any data losses or security issues due to stolen passwords. SEO-Northeast recommends that You use passwords that contain numbers and symbols in order to prevent unauthorized users from guessing commonly-used choices (i.e. "12345", "password", etc.).

14.2 If you require Maintenance or work done on your website and you employ a third party company to carry this out other than ourselves, any request for passwords, username or FTP details will request a admin charge of £10 to be paid before any details are given out. Please ensure you keep all your usernames and passwords in a safe place.

14.3 Please also refer to section **3. Cancellations.**

15. Your personal details

15.1 Please note that whilst Your email is primarily used for billing purposes, SEO-Northeast reserves the right to email You information about enhancements to SEO-Northeast systems and product offerings. You can unsubscribe from marketing communications within Your SEO-Northeast control panel.

15.2 We will not provide any of Your personal information to other companies or individuals without Your permission. However, we may need to provide Your name and delivery address to third parties that SEO-Northeast may use for the purposes of delivering specific Services to You (e.g. customer support). For more information about how we collect and use Your personal information please read SEO-Northeast privacy policy.

16. SEO-Northeast Disclaimers and Warranties

16.1 SEO-Northeast does not back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, SEO-Northeast cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all Service interruptions caused by SEO-Northeast and its employees.

16.2 SEO-Northeast makes no warranties or representations that any Service will be uninterrupted or error-free. You accept all Services provided hereunder "as is" without warranty of any kind.

16.3 So far as permitted by law and particularly in respect of non-consumers, all implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to each of the Services to be provided hereunder to the fullest extent permitted by law.

16.4 For the avoidance of doubt, any use of the Services and/or any Package in the course of conducting business shall give rise to you being a non-consumer and the provisions of this Agreement affecting the statutory consumer protection you would otherwise be afforded as a consumer shall not apply.

17. Liability

17.1 SEO-Northeast shall not be liable for any loss or damage of whatsoever nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by You or on Your behalf.

17.2 SEO-Northeast will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

17.3 No matter how many claims are made and whatever the basis of such claims, SEO-Northeast ' maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the fees paid by You for the Services in relation to which Your claim arises during the 12 month period prior to such claim.

17.4 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of SEO-Northeast, its employees or its sub-contractors.

17.5 SEO-Northeast shall not be liable for any interruptions to the Services or outages arising directly or indirectly from:-

17.5.1 interruptions to the flow of data to or from the internet;

17.5.2 changes, updates or repairs to the network or software which it uses as a platform to provide the Services;

17.5.3 the effects of the failure or interruption of Services provided by third parties;

17.5.4 factors outside of SEO-Northeast ' reasonable control;

17.5.5 Your actions or omissions (including, without limitation, breach of Your obligations set out in the Agreement) or those of any third parties;

17.5.6 problems with Your equipment and/or third party equipment;

17.5.7 interruptions to the Services requested by You.

18. Force Majeure

18.1 SEO-Northeast shall not be responsible for any failure to provide any Services or perform any obligation under the Agreement because of any act of God, strike, lock-outs or other industrial disputes (whether involving the workforce of SEO-Northeast (or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication Services generally, or other similar force beyond its reasonable control.

19. Hosting

19.1 Our Website hosting is given on the acceptance that one of the following text is displayed at the bottom of your pages. Hosted by SEO-NorthEast.Com - Designed by SEO-NorthEast.Com - Search Engineered by SEO-NorthEast.Com - Designed, Hosted and Search Engineered by SEO-NorthEast.Com with a link back to Us. If you do not display this text on your homepage then SEO-Northeast have the right to cancel/suspend your account with immediate effect and without giving any notice.

20. Survival

20.1 The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable not withstanding termination of the Agreement for any reason. However, neither party shall be liable to other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each party shall be liable for any damage from any breach by it of this Agreement.

21. Notice

21.1 You agree that any notice or communications required or permitted to be delivered under this Agreement by SEO-Northeast to You shall be deemed to have been given if delivered by e-mail, in accordance with the contact information You have provided.

22. Governing Law

22.1 Except as otherwise set forth in the Domain Dispute Policy, Your rights and obligations and all contemplated by this Agreement shall be governed by English law and You submit to the exclusive jurisdiction of the English Courts.

23. Legal Fees

23.1 If any legal action or proceeding, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is brought by any party to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, expert witness fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

24. Assignment

24.1 You shall not assign, sub-license or transfer Your rights or obligations under this Agreement to any third party without the prior written consent of SEO-Northeast However, in the event that SEO-Northeast consents to such an assignment, sub-license or transfer, then this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

25. Entire Agreement

25.1 This Agreement constitutes the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to herein. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

26. Amendment

26.1 We may update or amend these General Terms and Conditions, the Service Specific Terms & Conditions including any technical specification relating to the Services and/or Package, the Acceptable Use Policy, Privacy Policy and any information relating to the Services/Package from time to time to comply with law or to meet our changing business requirements at any time and without giving any notice.

27. Further Assurances

27.1 The parties shall execute such further and other documents and instruments and take such further and other actions as may be necessary to carry out and give full effect to the transactions contemplated by this Agreement.

28. Relationship of the Parties

28.1 Nothing in this Agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.

29. Domain Name Transfer

29.1 If You move your hosting to another company, an admin charge of £20 will be payable to amend any DNS records or to transfer the domain name to another third party

30. No Third Party Beneficiaries

30.1 This Agreement does not provide and shall not be constructed to provide any third parties, with any remedy, claim and cause of action or privilege.

31. Severability

31.1 In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. SEO-Northeast will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of SEO-Northeast as reflected in the original provision.

Please note: by signing up for any of SEO-Northeast Services You agree to be bound by all SEO-Northeast terms and conditions.

Please note: These Terms & Conditions can be updated or amended by SEO-Northeast at any time and without notice.