

## END USER LICENSE AGREEMENT (EULA) FOR THE O2 WEBSITES SERVICE

### PLEASE READ THESE TERMS CAREFULLY

In this Licence, the defined terms in the O2 Websites Service Schedule shall apply in addition to those terms defined in the General Conditions.

Provision of the O2 Websites Service is subject to acceptance of the following end user license terms and conditions:

- THE USE OF THE O2 WEBSITES SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS THAT FOLLOW (THE "TERMS"), BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE O2 WEBSITES SERVICE, OR BY CHOOSING THE "I ACCEPT" OPTION LOCATED ON OR ADJACENT TO THE SCREEN WHERE THESE TERMS MAY BE DISPLAYED, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, OR USE THE O2 WEBSITES SERVICE.
- **WHAT IS IT?** The O2 Websites Service is a product owned by Acens Technologies S.L and is provided to O2 and its Customers under licence. The O2 Websites Service enables the Customer to design and build websites, website hosting, domain name registration, email services, digital advertising products and other website services and solutions.

All products include full-service consultation and site creation, copywriting and images provision, a monthly outbound consultation call and site updates/optimisation (keywords, text, images, links, social), and ongoing (unlimited) support for edits/updates.

All products include the following basic features (Gallery Widget, Button Widget, Click to call button, Google Maps, Contact form, Slideshow widget, Image Editor, LinkedIn Widgets, Twitter, Facebook Like Widget, Youtube Video Embed, Sign up form (Subscribe to Newsletter), Head and body scripts, Embed widget, Google Analytics, SEO Panel, External Domain Mapping, Dropbox).

All products include the registration and renewal of one domain (.co.uk, .com, .net, .org, .info).

- **MOBILE CHARGES APPLY:** Standard usage charges will apply when you use communications services in connection with the O2 Website Service.

- **IT'S EARLY DAYS:** The O2 Websites Service is currently on trial by O2. We can't promise that the O2 Websites Service is free of inaccuracies, errors, bugs or interruptions. The O2 Websites Service is provided "as is" with no warranty, express or implied, of any kind. To the extent permitted by law, we expressly disclaim any and all warranties of fitness for purpose, availability, security and/or non-infringement. You use the O2 Websites Service at your own discretion and risk. Availability and delivery of communications services by O2 in connection with the O2 Websites Service is subject to separate terms and conditions and charges and is not guaranteed in any way by us.

### 1. YOUR AGREEMENT FOR ACCESSING O2 WEBSITES

1.1 The O2 Websites web portal (the "O2 Websites Service" or the "Service") and associated documentation (whether in printed or electronic form) including any improvements, modifications, enhancements, fixes, updates, upgrades and future versions of it ("Updates") and whether made available for free or for a Rental Charge, is licensed (not sold) to you by Telefónica UK Limited.

1.2 The O2 Websites Service is charged monthly in advance at the rates set out below. The Licence to the O2 Websites Service can be cancelled by the Customer at any time subject to giving O2 a minimum of 30 days written notice.

	<b>Advanced Website</b>	<b>Advanced Plus Website</b>	<b>Advanced eCommerce Website</b>	<b>Advanced Plus eCommerce Website</b>
<b>Current Charge per month (all charges are exclusive of VAT)</b>	£55	£62	£75	£82
<b>Product features included:</b>				
Blog, Disqus blog comments, Paypal button, Restaurant Menu / Product catalogue, Wordpress XML import, Soundcloud widget, Facebook FanPage Export	No	Yes	Yes	Yes
E-commerce	No	No	Yes	Yes
Webspace	5 GB	50 GB	Unlimited	Unlimited
Data traffic	Unlimited	Unlimited	Unlimited	Unlimited
E-mail accounts	10	25	10	25
E-mail space	20 GB	50 GB	20 GB	50 GB
<b>Service features included:</b>				
Number of pages created	5	10	5	10
Number of products created (eCommerce)	-	-	20	40

1.3 Details of the O2 Websites Service is available at [www.o2websites.co.uk](http://www.o2websites.co.uk)

1.4 “O2” “Telefónica” “we”, “us”, “our”, and similar means Telefónica UK Limited, 260 Bath Road, Slough, Berkshire, SL1 4DX, United Kingdom as the context requires; “you” or “your” means you, the person who has accessed the O2 Websites Service and is the licensee under these Terms.

1.5 Your agreement with us is made up of the terms and conditions set out in this end user license agreement (the “Terms”) and the Business Customer General Conditions together your Agreement.

## 2. ACCEPTANCE OF THE TERMS

2.1 In order to access the O2 Websites Service you must first accept these Terms. Please note that you will receive an order confirmation email from [support@o2websites.co.uk](mailto:support@o2websites.co.uk) acknowledging your request to licence the O2 Websites Services and providing you with a copy of the Terms.

2.2 In order to licence the O2 Website Service you must confirm via email your acceptance of these Terms within 7 days of receipt of the order acknowledgement email. You will not be given access to the O2 Website Services until such acceptance is received by O2. If you refuse to accept these Terms, we will not be able to proceed with your order.

## 3. CHANGES TO THE TERMS

3.1 We may make changes to these Terms from time to time. We will publish the changes on [www.o2websites.co.uk](http://www.o2websites.co.uk). Any changes will be effective when we publish them. Please read the Terms from time to time. You understand and agree that your express acceptance of the Terms or your use of the O2 Website Service after the date of publication shall constitute your agreement to the updated

Terms. If you do not agree with the amended Terms, you can terminate your relationship with us or simply stop using the O2 Websites Service.

#### **4. LICENCE**

4.1 Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-sub-licensable, non-assignable licence to use the O2 Website Service. We reserve all rights not expressly granted to you under these Terms.

4.2 You may not and you agree not to sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the O2 Website Service or use the O2 Website Service:

- for any application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code;
- for unlawful or fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- to send, receive, upload, download, use or reuse any material that is illegal, offensive, abusive, malicious, threatening, racist, indecent, defamatory, derogatory, obscene, menacing, or otherwise objectionable;
- to harass, stalk, inconvenience, cause annoyance or needless anxiety to any person, impersonate any other person or act in a way which may reasonably be objectionable or is otherwise injurious to third parties;
- in any way that breaches copyright, trademark, confidence, privacy or infringes the intellectual property rights of others.

If you do, we may terminate your licence to use the O2 Website Service in line with paragraph 9.

#### **5. USING THE O2 WEBSITE SERVICE**

5.1 From time to time, we may need to perform maintenance on or upgrade the O2 Website Service. You will not be entitled to claim damages for such suspension or limitation of the use of the O2 Website Service during such period maintenance or upgrade.

5.2 We are not the source of, do not have any control over, do not monitor and take no responsibility for the content of websites made using the O2 Website Service.

5.3 We can't guarantee that the O2 Website Service will always function in the way you expect or without disruptions, delay or errors. We take no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any items over which we have no control.

5.4 The functionality of the O2 Website Service may vary from time to time. If you do not agree with any changes to the O2 Website Service you may terminate your relationship with us.

5.5 In using the O2 Websites Service you agree to receiving e-mail messages and notifications relating to the O2 Websites service.

#### **6. YOUR OBLIGATIONS**

6.1 You must use the O2 Website Service in line with all applicable laws.

6.2 You may not do any of the things set out in paragraph 4.2 above.

6.3 Subject to agreeing these Terms, you commit to providing O2 with feedback from time to time via the online support platform at [o2webistes.co.uk](http://o2webistes.co.uk), or via e-mail surveys.

6.4 From time to time, we may request information from you for the purpose of supplying the O2 Website Service to you. You shall ensure that any such information is complete, up-to-date and accurate.

6.5 The O2 Website Service is for your individual use. You shall not resell or commercialise the O2 Website Service to any third party.

6.6 You must agree to comply with the terms set out in Appendix 1 of these Terms.

## **7. PROPRIETARY RIGHTS**

7.1 The O2 Website Service contains proprietary and confidential information that is protected by intellectual property laws and treaties.

7.2 The content and compilation of content included on the O2 Website Service, such as sounds, text, graphics, logos, icons, images, audio clips, digital downloads and software, are the property of Acens Technologies S.L, its affiliates or licensors and are protected by Spanish and international copyright laws. Such copyright protected content cannot be reproduced without express permission.

7.3 Subject to Clause 7.4, Acens Technologies S.L retain exclusive ownership of the O2 Website Service and all intellectual property therein (whether or not registered and anywhere in the world). You will not take any action to jeopardize, limit or interfere with the intellectual property rights in the O2 Website Service.

7.4 Associated trademarks and logos are trademarks owned by Telefónica UK Limited and may not be used in connection with any other product in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Telefónica UK Limited.

## **8. RENTAL CHARGES**

8.1 Rental Charges for using the O2 Websites Service will be in accordance with your Business Customer General Conditions.

## **9. ENDING YOUR RELATIONSHIP WITH US**

9.1 You may terminate the O2 Website Service at any time on 30 days written notice. For the avoidance of doubt, the Rental Charges will be payable by the Customer during the notice period.

9.2 We may immediately terminate our relationship with you, or may terminate or suspend your use of the O2 Website Service and without recourse:

- if you are in breach of these Terms;
- if we reasonably suspect that you are using the O2 Website Service to break the law or infringe third party rights;
- if we reasonably suspect that you (or a third party on your behalf or with your access) are using the O2 Website Service fraudulently;
- if required due to a change in laws/regulation by a regulator or authority with a lawful mandate, or if required by any of our partners.

9.3 We may terminate our relationship with you at any time on 60 days written notice. For the avoidance of doubt, the Rental Charges will be payable by the Customer during the notice period.

9.4 We will effect such termination by preventing your access to the O2 Website Service at the end of the notice period.

9.5 Upon termination of your relationship with us:

- all licenses and rights to use the O2 Website Service shall immediately terminate;
- you will immediately cease any and all use of the O2 Website Service.

## **10. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY**

10.1 For the purposes of this paragraph 10, all references to 'O2' 'us', 'we' or Telefónica UK Limited includes our subsidiary companies and affiliated legal entities and all their directors, officers, agents, licensors and employees.

10.2 To the maximum extent permitted by law: the O2 Website Service is provided “as is” and used at your sole risk with no warranties whatsoever; we do not make any warranties, claims or representations and expressly disclaim all such warranties, claims or representations of any kind, whether express, implied or statutory, with respect to the O2 Website Service including, without limitation, warranties or conditions of quality, performance, non-infringement, merchantability, or fitness for use for a particular purpose. We do not represent or warrant that the O2 Website Service will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free or will operate without packet loss, nor do we warrant the quality of communications made or enabled through the O2 Website Service.

10.3 Notwithstanding any other terms, nothing in these Terms shall exclude or restrict either your or our liability for;

- death or personal injury caused by the other party's negligence;
- loss resulting from the other party's willful default or gross negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot be limited or excluded by applicable law.

10.4 We will not be liable to you under or in connection with these Terms for your use of the O2 Website Service, whether in contract, tort (including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to us, for:

- any indirect, special, incidental or consequential loss or damages; or
- any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation (whether direct or indirect); or
- any damage to or corruption of data (whether direct or indirect); or
- any claim, damage or loss (whether direct or indirect) arising from or relating to any product or service provided by a third party under their own terms of service, any third party technology or any third party website.

10.5 Our total liability to you under or in connection with these Terms (whether in contract, tort (including negligence) or any other theory of liability) shall not exceed in aggregate the amount of £1,000 (one thousand pounds sterling) in all cases.

10.6 If any third party brings a claim against us in connection with, or arising out of (i) your breach of these Terms; (ii) your breach of any applicable law of regulation; (iii) your infringement or violation of the rights of any third parties (including intellectual property rights), you will indemnify and hold us harmless from and against all damages, liability, loss, costs and expenses (including reasonable legal fees and costs) related to such claim.

## **11. DATA, YOUR CONFIDENTIAL INFORMATION AND YOUR PRIVACY**

11.1 We're committed to respecting your privacy and the confidentiality of your personal information. When you access the O2 Website Service, we will not knowingly collect any personal information from you - although we may need to note your device's IP address. To the extent we receive any other personal information from you (for example if you choose to directly contact us about the O2 Website Service), we will only process the data in order to facilitate the communication, we will use appropriate organisational and technical security measures to protect such personal information and will only share such personal information with other group companies or third parties who are providing services on our instructions.

11.2 Any Personal Data collected in connection with your use of the O2 Website Service will be governed by O2's cookie and privacy policies.

11.3 In this paragraph 11, Personal Data has the meaning given in the Data Protection Act 1998. O2 warrants that, to the extent it processes any Personal Data on behalf of the Customer:

- (a) it shall act only on instructions from the Customer; and
- (b) it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

11.4 The Customer shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party intellectual property rights) (Inappropriate Content).

11.5 The Customer acknowledges that O2 has no control over the Materials and/or any other content placed on the Website by the Customer or its users and does not purport to monitor the content of the Website. O2 reserves the right to remove content from the Website where it reasonably suspects such content is Inappropriate Content. O2 shall notify the Customer if it becomes aware of any allegation that content on the Website may be Inappropriate Content.

11.6 The Customer shall indemnify O2 against all damages, losses and expenses arising as a result of any action or claim that the Materials or any other material posted to, or linked to, the Website constitutes Inappropriate Content.

11.7 O2 may include the statement "**Powered by O2**" on the home page of the Website in a form to be agreed.

## **12. MISCELLANEOUS**

12.1 These Terms and your Business Customer General Conditions constitute the entire agreement between you and Telefónica UK Limited with respect to your use of the O2 Website Service and replace any prior agreements, terms or representations between you and us with respect to the O2 Website Service.

12.2 If any provision of these Terms (or part of them), is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, then such provision (or part of it) shall be removed from the Terms without affecting the legality, validity or enforceability of the remainder of the Terms.

12.3 The failure by us to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of our rights or remedy. If we waive a breach of these Terms, this shall not operate as a waiver of a subsequent breach of the Terms.

12.4 You may not assign these Terms or any rights or obligations contained in them. We may, without prior notice, assign these Terms or any rights or obligations contained in them to any third party.

12.5 This paragraph 12, along with paragraph 10 and any other provisions, which are expressed or clearly intended to survive or operate in the event of termination, shall survive termination of the Terms.

12.6 You acknowledge and agree that if we are unable to provide the O2 Website Service as a result of a force majeure event, we will not be in breach of any of our obligations towards you under these Terms. A force majeure event means any event beyond our control.

12.7 The construction, validity and performance of these Terms and all non-contractual obligations arising from or connected with these Terms, shall be governed by English Law. Any action or proceeding brought to adjudicate any dispute related to or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**Last Updated: June 2015**

## Appendix 1 of the Terms

### 1. Domains

The following conditions contain ICANN requirements and those of the different Registration Bodies, in order to be included in the domain registration contracts.

ACENS will provide a processing service for the registration, maintenance and/or modification or renewal of domains on behalf of the **Customer** before the corresponding regulating organisations for domain names. ACENS is a recognised body for the following organisations: (a) ICANN, Internet Corporation for Assigned Names and Numbers; (b) Verisign, Inc.; (c) Afilias Limited; (d) Neustar, Inc.; (e) Public Interest Registry; (f) RED.ES; (g) Fundacio PuntCat; (h) mMTLD Top Level Domain Limited; (i) Telnic Limited; (j) EURID; (k) NOMINET and (l) NIC.MX.

ACENS shall act in accordance with the Rules and Conditions laid down by ICANN (the regulating body for Internet domain names: [www.icann.org](http://www.icann.org)) and the Registration Bodies for each domain extension.

ACENS will not act as arbitrator for the resolution of disputes between the **Customer** and third parties regarding the use of the domain name.

**ACENS** reserves the right to suspend or cancel the Customer domain names in the event that the domain user uses such domain to send to third parties on a regular basis unsolicited advertising in an illicit manner (spam) or in breach of any applicable rule or regulation or common practice on the Internet, or if the Customer uses the domain name in relation to any illegal activities.

The **Customer** states that it is aware of and agrees that the conditions for the provision of regional domain name (ccTLD) registration services shall be governed by the provisions of this agreement and, in particular, the provisions set forth in the specific terms and conditions for each ccTLD domain extension available at the following link: <http://www.acens.com/corporativo/condiciones-dominios-dns/>, and further undertakes to inform its Customers and include these terms and conditions in any contractual agreements it enters into therewith.

With regard to domain name management services, without detriment to the fulfilment of the remainder of the obligations set forth in this clause, the **Customer** undertakes to fulfil the following obligations, and further expressly undertakes to pass them on to its end users or Customers:

- i. To provide ACENS with all the data required therefrom in Section 2 of this Appendix: **DATA TO BE INCLUDED IN THE DOMAIN REGISTER**". The Customer will be responsible for notifying ACENS of any modification in regard to the data provided, taking on the responsibility of expressly informing its Customers of the obligation to notify such modification within seven (7) calendar days, while ACENS is, under no circumstances, responsible for the failed receipt of these notifications. This information includes all the data included in Section 2 of this Appendix: **DATA TO BE INCLUDED IN THE DOMAIN REGISTER**" and any remark concerning the registered domain name which should appear in the "Whois" database.
- ii. If there should be any dispute regarding the attribution of a domain name, the **Customer** undertakes to observe the Dispute Policy (Uniform Domain-Name Dispute-Resolution Policy) set forth in the regulating norm on the resolution of disputes established by ICANN on 24th October, 1999. (<http://www.icann.org/udrp/udrp-policy-24oct99.htm>.)
- iii. In the event that a domain name is registered in the name of a person who acts as an agent of the **Customer**(for example, an Internet service provider, an employee, etc.), the latter shall be bound as a principal by all of the terms and conditions set forth in the agreement, including the dispute resolution policy.
- iv. If the **Customer** and/or its Customers authorise the use of a domain name to a third party, the Customer that is registered as Holder of the domain shall be, for all intents and purposes, the owner of the domain name registration and the party responsible for providing complete and up-to-date information to ACENS. The **Customer** declares under its own responsibility as follows: a) That to the best of its knowledge, all of the information provided for requesting the domain name registration is true, complete and correct, excepting error or omission in good faith, b) That it is aware and accepts that any falsehood in any data submitted for the request of the domains may be sufficient grounds for rejection thereof or the removal of the domain name affected by such falsehood at any time if the registration has already been carried out and that, in this case, the domain name in question may be subsequently registered by another customer in accordance with the established rules and procedures, c) That to the best of its knowledge, the use of the domain names requested thereby does not infringe any intellectual or industrial property rights of any third party, nor constitutes unfair competition, nor in any other way infringes upon any other third-party rights of any kind, d) That it accepts that the Holder of the domain is responsible, for all intents and purposes, for any problem regarding rights of use of the chosen name, e) That the Holder of the domain is solely responsible for the choice of the domain names and their subsequent maintenance, f) That it is aware and accepts

that the registration of the domain names proposed does not confer any legal right thereto, g) That it agrees to defend, indemnify and compensate ACENS, O2 and any domain name Registry, including the Registration Bodies and their directors, officers, employees and their respective agents, for any loss or costs, including lawyers' fees, arising from a claim by any third party or complaint filed in relation to the domain name or use thereof. This compensation is additional to any other compensation required in compliance with the dispute policy, h) That it accepts the conditions of the contract signed between ICANN and the Registration Bodies: Verisign, Inc.; Afiliat Limited; Neustar, Inc.; Public Interest Registry; RED.ES; Fundacio PuntCat; mTLD Top Level Domain Limited; Telnic Limited; EURID; NOMINET and NIC.MX by means of which there is automatic registration of domains (posted in [www.icann.org](http://www.icann.org) and in the web pages of the other Registration Bodies), i) That the acceptance of these conditions imply the acceptance of the Norms and Conditions set forth by the regulating body for domain names in the Internet ([www.icann.org](http://www.icann.org)); in particular, the acceptance of the Dispute Policy ([www.icann.org/udrp/udrp.htm](http://www.icann.org/udrp/udrp.htm)), j) That it accepts the special conditions in effect for each territorial domain extension (ccTLD) on applying for the services, k) That it accepts the notification of domain name holders on the part of ACENS in order to comply with applicable obligations and norms. In particular, and not limited to, Notification of the Revision of Whois data.

- v. The Customer consents that ACENS and/or the Registration Bodies can disclose some of the data provided by the Customer during the registration process, as required by the Internet domain names regulatory body (ICANN). In addition, the Customer shall accept that said organisation (ICANN) may impose guidelines, limits and/or conditions in respect of the amount and type of information that ACENS or the Registrar may or must place at the disposal of public or private entities. The Customer may however request a copy of the data held by ACENS for the purposes of checking, modifying or updating them.

Non-compliance with any of the terms and conditions agreed to by the **Customer** in relation to any application for domain names, shall entitle O2 to cancel the O2 Website Service.

With respect to the resale of domain management services, O2:

- i. Reserves the right to cancel any application if payment has been made through fraudulent means or has not been settled, in compliance with the provisions of this contract.
- ii. Reserves the right to modify the requirements for the application and processing of domain name registration.
- iii. Should modify the incorporated functions whenever made compulsory by the Registration Bodies. ACENS will notify the **Customer** of any modification in its conditions and procedures.

ACENS and/O2 shall accept no liability in regard to any damage, loss of business, revenue or profits, consequential damages, loss of profits or of business opportunities, cost-savings or to deletion or deterioration of data. Under no circumstances, ACENS and/O2 will be held responsible for: a) loss of registration of a domain name, b) if applicable, the use of the domain name, c) delays in access or interruptions in access to the system of domain name registration; d) the failure to deliver or error in the delivery of data between the **Customer** and ACENS, e) the processing of the application for domain name registration when applicable, f) the processing of any modification in data registration associated to the domain name, whenever applicable, g) the application of the dispute resolution policy regarding domain names ([www.icann.org/udrp/udrp.htm](http://www.icann.org/udrp/udrp.htm)).

In addition, the **Customer** shall be exclusively responsible for any damage to the computer system and for any loss of data that may occur in the course of downloading data and/or any other material from the server. The information or services delivered by the Customer applying for the domain shall not infringe the fundamental rights and other public freedoms recognised by the Spanish Constitution and by other laws currently in effect; in particular, legal provisions in regard to consumer and user rights and the protection of minors and infants. Hence, the **Customer** undertakes hold ACENS harmless against any claim that may be brought against it for such motives.

The **Customer** shall be notified by ACENS of the automatic renewal of the domain at least one month before the termination date. Notification will be sent via e-mail to the e-mail address of the "Administrative Contact".

Renewal of the domain shall entail a new domain maintenance agreement in accordance with the conditions set forth at the time of renewal by ACENS, the Registrar and ICANN.

## 2. DATA TO BE INCLUDED IN THE DOMAIN REGISTER

### DOMAIN HOLDER DETAILS

These are the details of the Customer holding the domain, and will be provided via VIVO for each of the domains. They will include: Name, Company, Address, Town/City, Province, Post Code, Country, Telephone, Fax, E-mail.



### ADMINISTRATIVE CONTACT DETAILS

These are the details of the administrative contact of the domain, and will be provided via VIVO for each of the domains. They will include: Name, Company, Address, Town/City, Province, Post Code, Country, Telephone, Fax, E-mail.

### BILLING CONTACT DETAILS

These will appear in the registration of all the domains as billing contact.

Name:

Company

Address:

Town/City: Province:

Post Code: Country:

Tel.: Fax: E-mail:

### TECHNICAL CONTACT DETAILS

These will appear in the registration of all the domains as technical contact.

Name:

Company

Address:

Town/City: Province:

Post Code: Country:

Tel.: Fax: E-mail:

### NAME SERVER DETAILS

They will appear as name servers in all the domain registrations:

DNS	NAME	IP
Primary		
Secondary		

## **3. WEB STORAGE SPACE**

The web storage space included in the O2 Website Service is allocated exclusively for hosting the files required for the Website pages to work and the client's web applications. The said space may not be used to backup files not related to the web pages, nor for sharing among users, nor for mass storage of files not related to the page functionality or client web applications. Each of the services has a space limit indicated in Commercial Schedule.

## **4. INTERNET CONNECTIVITY: TRAFFIC AND BANDWIDTH**

Certain services include unlimited traffic or transfer, and this feature entails that no fixed volume of data transfer to/from the web space is established, and therefore, in these plans, excesses of transfer will not imply any extra cost to the Customer. However, due to the nature of shared storage, unlimited transfer does not imply that the bandwidth provided to the Customer is also unlimited, because this bandwidth is shared among all the users of a server. O2 may establish limits on bandwidth or on server requests per second in order to ensure that the shared web-hosting platform works correctly.

## **5. EMAIL**

All users of the O2 Website Services must be aware of and agree to the Terms. In particular, for the email service, the following rules must be borne in mind:

- i. It is necessary to protect the credentials associated to email boxes, storing them in a secure place and avoiding their disclosure to third parties. The Customer must inform O2 in the event of loss or theft of their email credentials.
- ii. The Customer shall be responsible for any misuse of their email accounts, whether through negligence or abusive use of the O2 Website Service.
- iii. Those persons who breach the email security systems, or in general, any of O2's systems, may be liable to civil action or criminal proceedings. O2 shall collaborate to the maximum extent of its abilities to investigate this kind of act, and where relevant shall submit information required by the police or judicial bodies in pursuit of this type of activity.

The following uses are expressly prohibited for the email service:

- i. Sending any illegal content, such as glorifying terrorism, pirate programs, child pornography, threats, frauds, pyramid schemes, viruses or any other hostile code, etc.
- ii. Mass mailings, especially of unsolicited advertising. The continuous, daily sending of thousands of messages is also prohibited. The email service offered is a tool for exchanging information between people, not an information broadcasting tool. The limit is set at 1000 emails per hour per authenticated user (independently of the From header indicated).
- iii. Any kind of attack aimed at slowing or impeding the email service or other services. This includes the well-known attacks through extremely high sending rates per second.
- iv. It is likewise prohibited to falsify email headers, whatever be the purpose intended.

## **6. SERVICE BLOCKAGE AND REMOVAL OF CONTENT**

O2 shall block the service or remove content, which breaches the usage policies established. Similarly, O2 and/or Acens shall disable or change the passwords of all those FTP, email or control panel Customers, which have been used for activities inconsistent with the fair usage policies.