

These terms and conditions should be read carefully before ordering any Services, as by ordering our Services, you agree to be bound by these terms and conditions. If ordering via the web site, click on the button marked "I Accept" at the end of these terms and conditions if you accept them. If you do not accept these terms and conditions, you will not be able to order any Services from our website.

1. Online Fusions Vat number is 122 9244 32, Company number is 7383640 and it has a registered office and trading address at Vulcan House, Vulcan Road North, Norwich, Norfolk NR66AQ.
2. If ordering via the web, you acknowledge and agree to be bound by the terms of our privacy policy if applicable.
3. By placing an order for the Services, you consent to us sending to you updates, promotions and information regarding changes to the web site.
4. Any security code or password we give you must not be disclosed to a third party.
5. To place an order you must be at least 18 years old and legally capable of entering into binding contracts. If you are acting on behalf of a company or other business you acknowledge that you have the authority to place an order.
6. Before placing an order you have to have registered an account with us by providing us with all the necessary, accurate information. If we believe that any of the information is incorrect we may block access to your account and suspend services. If you think your security has been compromised in any way, you should inform us immediately.
7. If ordering via our web site, you can only submit an order once you have registered a credit card, debit card or a paperless direct debit.
8. If ordering via our web site, before you submit an order you will be shown details of the Services you wish to order, type of package and the cost, which can then be amended if incorrect.
9. After placing an order, we will send you the details in an email, with the invoice, to the email address you provided us with.
10. You can view copies of the invoices we have sent you and details of what you have purchased from our website by logging into your account.
11. By placing an order with us you agree to buy our services, subject to our acceptance which we reserve the right to decline. Acceptance will be confirmed by us sending you notification of Acceptance Confirmation which will form the contract (for that specific order) by email. No other services will be supplied even if these are part of an existing order, until such services have been confirmed in a separate emailed Acceptance Confirmation.
12. If we provide links on our site to other web sites, we cannot give any guarantee that any products or services purchased will be satisfactory and we disclaim any responsibility if they are not. This does not affect your statutory rights against the third party seller and any problems should be taken up with them.
13. By placing an order you agree to us supplying services from the day you receive your Acceptance Confirmation and by doing so you will negate your right to the seven day cancellation period ordinarily allowed in the Consumer Protection (distance selling) Regulations 2000. If you are ordering as a business customer you will not have the same rights as a consumer under the Consumer Protection Act. This provision does not otherwise affect your statutory rights.
14. The minimum period a contract runs will be shown on the web site at the time of ordering and on the Acceptance confirmation and you will be obliged to pay the charges for the entire of this period. The service will continue after the minimum period has expired unless 30 days notice of cancellation is received in writing through our ticket support system.
15. We will respond by email to confirm your cancellation via our support system and then you must re-confirm your cancellation or we will continue with the service we were providing you with.
16. The price of any Services will be as quoted on our website unless you are ordering a bespoke package, but we reserve the right to vary prices after giving at least 30 days notice. No price change will be effective until the minimum term has expired. If you do not agree with any price change, you can cancel your services (as procedure above), but if you do not cancel we will assume you have accepted any change. All prices exclude vat.
17. No payment shall be deemed to have been received until we have received cleared funds. If your chosen method of payment is not authorised by your credit card provider or bank, you hereby authorise us to seek payment from any other credit card, debit card or direct debit registered against your account.
18. If you are not satisfied with any of our services, you should complain to us in writing through our ticket support system and we will make every reasonable effort to correct the problem if it is caused by our systems or refund the proportion of the cost which was unused. We will not accept responsibility for problems caused by anyone not employed within our company.
19. We cannot guarantee services will be uninterrupted or free from errors and reserve the right to modify our services (without notice) so long as it does not adversely affect your service.
20. You are responsible for ensuring your own accessing arrangements and that anyone accessing our Services through your Internet connection are aware of these terms and conditions and that they comply with them.
21. We will endeavour to make our servers available to you for ninety-nine (99) per cent of each calendar month, but we cannot guarantee access to our servers will be uninterrupted or error free.

IP addresses

22. You will have no entitlement to any internet protocol address ("IP address") allocated to you as part of the hosting service, during or after termination. You will not have the right to transfer any IP address and any new address you acquire will be your sole responsibility.
23. You should make back-up copies of any data or other material you upload (or permit to be uploaded) onto our servers as part of your use of the Hosting Services, in case of loss of or damage to your files.
24. In the event of any loss or damage to your data we will use reasonable commercial efforts to restore the data on our server from the latest back-up we maintained in accordance with our archiving procedure. We will not be responsible for any loss, destruction, alteration or disclosure of your Material caused by you or any third party.

Hosting Service usage limitations

25. Our Hosting Service packages have unlimited web space allowance provided that your Material is linked into web pages, you organise your files and you do not use the service as a back up. You will comply with our Acceptable Use Policy that is available upon request.
26. Your Hosting package will have a bandwidth allowance for each calendar month which must not be exceeded. If this happens your hosting service will be suspended until the following month unless you upgrade to a package with a higher bandwidth allowance.
27. You will only be allowed a maximum of 5% of our servers processing capacity unless your package includes a dedicated server.
28. The Hosting Service package you order includes the number of mailboxes shown on our website. Any mailboxes that have not been accessed for 3 months will be automatically deleted from our system.
29. Any conflict between our terms of website use and these terms and conditions, will be resolved in favour of these terms and conditions.
30. We shall reserve the right to terminate or suspend any services if you are in breach of our terms and conditions.
31. If you have any problems with the Services you are receiving, you can access support through our ticket system 24/7.
32. If our Domain Registration and Renewal Service is required we will make every effort to obtain and register the name you request. We would advise that you make yourself aware of the terms of the relevant domain name registry to avoid any possibility of refusal or suspension when obtaining the name, or in the future.
33. We reserve the right to terminate or suspend your domain registration or renewal if we believe that your choice of name is illegal and you refuse to select an alternative. That part of the contract relating to our domain registration and renewal service will commence on the date we send you our acceptance confirmation.
34. You confirm and warrant that you are the owner (or have the legal authority) to use any material you supply and that the material does not infringe copyright law in any way.
35. Your domain name will need to be renewed periodically to ensure you retain your registration of it. Unless you have cancelled the Domain Registration and Renewal Service you will automatically give us the authority to renew your domain name and charge it to your registered account.
36. The Customer warrants that any material (including any domain name) and its use by us for the purpose of providing services will not infringe the copyright or other rights of any third party and the customer shall indemnify us against any loss, damages, costs, expenses or other claims arising from any such infringement.
37. The Customer indemnifies us from and against all liabilities, actions and costs (including legal fees) in respect of illegal, pornographic, libellous or any other unlawful content when using the website.
38. The company gives no warranty as to any content or information received by any person via the website and the service is provided on an "as is" as available basis.
39. We grant permission for you to use any of our software downloaded to use for the purpose set out on our website, although that permission will automatically cease when we stop providing the Hosting Services to you. Any material downloaded or otherwise obtained through the use of the services is done at the customer's own risk and any damage to hardware, software or data is the sole responsibility of the customer.
40. Any third party software that you download from our website shall be licensed to you on the standard software licence terms of the owner of the intellectual property rights in that third party software as those licence terms are notified to you at the time you download such software.
41. All intellectual property rights in the Hosting Services and our software (other than in your Material) remain our property and you must not decompile, disassemble or reverse engineer the Hosting Services or our software.
42. We shall not be liable for the protection or content of information transferred through the Internet or via any network provider. We cannot guarantee our services will be free from hackers or any other unauthorised third party and will not be liable for the contents of emails.
43. Except for any matter for which it would be illegal for us to exclude, death or personal injury caused by our negligence; the company shall not be liable to the customer by reason of any representation (unless fraudulent), or under the express terms of the contract, or under any implied warranty, condition or other term, or any duty at common law, for any loss of business, income or revenue, savings, profits or contracts, consequential loss, loss of goodwill, damage, costs, software or data, expenses or other claims. The entire liability of the company under or in connection with the contract shall not exceed the amount of the company's charges paid by the customer in respect of the services which are the subject of any such claim.
44. We can terminate any contract by us giving to you at least 30 days notice emailed to the registered address against your account, unless you are in breach of the contract terms and conditions in which case we will only give 7 days notice of termination. Expiry or termination of the contract will be without prejudice to any rights or liability of either of us arising in any way under that contract. If our services are cancelled or your contract expired, any data we hold in relation to that contract will be permanently deleted from our system.
45. If we terminate the Domain Registration and Renewal Service we will refund the price you have paid for the Domain Registration and Renewal Service to the credit card, debit card or other account you used to make the payment.
46. All services, including Domain Registration and Renewal, will commence on the date we send you our Acceptance Confirmation, and will continue until such Services are terminated. The services will continue for the minimum period of time for that Service as confirmed in the Acceptance Confirmation ("Minimum Term"). After expiry of the Minimum Term, they will continue on a month to month basis until terminated by you giving to us at least 72 hours advance written notice through our support ticket system. We do not accept cancellation by any other means. As part of our cancellation process, we will respond to you through our support ticket system and you must re-confirm your cancellation request. You must re-confirm your cancellation request via our support ticket system or we will continue to supply the relevant Services and your cancellation will be ineffective. You will not receive any refund of the price you have paid for the Services you have cancelled.
47. After expiry of the Minimum Term, they will continue on a month to month basis until terminated by us giving to you at least 30 days notice (or 7 days if you are in breach of the contract) sent to the current email address registered against your account.
48. The monthly price for Services we supply under Contracts that continue on a month to month basis shall be charged monthly in advance directly to a credit card, debit card or other payment method registered against your account. Such payment will be taken on the same date each month as on which the Services had originally commenced ("Payment Date") unless or until you cancel the Services. We will not provide you with a refund for a cancellation that is part-way through a billing period. Where the Payment Date does not recur in a particular month (e.g. 31 January, but there is no 31 February), you will be charged on the closest preceding date to the Payment Date e.g. 28 February) for that month.
49. If you terminate your services, all data we hold relating to that order will be deleted immediately.

Deletion of your data

50. If you have purchased a Hosting Service aimed at resellers, your package will allow multiple accounts to be set up for your customers. If you disable any of these accounts and they remain disabled for 2 months, we will immediately and permanently delete those disabled accounts (and all the data hosted in relation to them) from our system.
51. We may vary our terms for special promotions.
52. Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Search Engine Optimisation and Pay Per Click

53. The client shall at its own expense supply Online Fusion with all necessary documents or other materials, and all necessary data or other information reasonably required by Online Fusion in order to provide the consultancy work.
54. Online Fusion shall have no liability to the client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
55. Online Fusion cannot be held responsible for the lack of information or the position on internet search engines resulting from the implementation or non-implementation of any recommendations, from any increase in competition, from changes implemented by the search engines, or other external influences on the position or inclusion of the client on the internet search engine.
56. Online Fusion makes no guarantee or implied warranty or representation as to the exact placement or increased placement or any placement on any or all of the internet search engines.
57. It is not possible to guarantee an internal search engine position for the client and the client also acknowledges that the services offered by Online Fusion are not the sole influences on the positioning of the client on the internet search engines. Online Fusion will not be held liable for any non-inclusion, drop in position, decrease in website traffic or resulting loss of business, revenue or profits.
58. The client understands that they are paying for consultation hours and those consultation hours are paid in advance and are not refundable.
59. The client may cancel at any time by email or in writing giving 28 days notice to cancel.

Notices

60. Any notices given to us must be through our support ticket system. We may give notice to you at either the then current e-mail or postal address registered against your account with us.

Third party rights and transfer of rights and obligations

61. The Rights of Third parties Act determines that no term in the contract will be enforceable by any person that is not party to it. The contract can be transferred, disposed or assigned at any time during its term by the company, but is not transferable and cannot be disposed or assigned by the customer without the company's prior consent and is binding on you and us and on our respective successors and assigns.

62. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control ("Force Majeure Event").

63. A Force Majeure Event includes any act of God, event, industrial action, misuse or interference, insurrection or civil disorder, war, omission or accident beyond our reasonable control, acts or omissions of government, highway or other authority, fire, lightning, explosion, flood, subsidence, loss of power or telecommunications, epidemic, severe weather or omission of persons outside the company's control.

64. If we fail to insist upon any of your duties or fail to exercise any of our rights regarding the terms and conditions of this contract, this shall not constitute a waiver of such rights and shall not relieve you of your obligations.

65. If any of these terms and conditions is held by any court to be unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.

66. These terms and conditions represent the entire agreement between us both in relation to the subject matter of any Contract and supersede any prior agreement, understanding, promise or arrangement between us, whether oral or in writing.

67. We have the right to revise and amend these terms and conditions from time to time.

68. You will be subject to the terms and conditions in force at the time that you order services from us and no variation of these terms and conditions shall be valid unless it is in writing and signed on our behalf.

69. English law shall apply to the contract any dispute arising from the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.