

hayman.dev LTD

### **Terms & Conditions**

### Delivery Platforms

Android iOS Web WebApp / PWA Windows macOS









#### **Terms & Conditions**

#### 1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

#### "Account"

Means the details of the Client that are required and held by hayman.dev to facilitate the provision of the Service to the Client, but not limited to, identification and location details, payment details, username and password, and details of the Service provided to the Client.

#### "Business Day"

Means a day (that is not a Saturday, Sunday or Bank Holidays) on which banks are open for business in the UK.

#### "Consultant / Consultancy"

Means an employee or outside reseller supplied by hayman.dev offering the Client the services provided by hayman.dev and shall hereby represent hayman.dev as the entity the Client is agreeing a professional relationship with to agree Services and Payable Fees.

#### "Project"

Means a range of Services and Deliverables agreed by the Consultant and the Client as deliverable via a Client Instance and thereby invoiced Fees to the Client.

#### "Client Instance"

Means the SaaS, laaS, application or website that hayman.dev is hosting for the Client or installed locally on their network, and refers to all parts of that website or software including, but not limited to, component files and related services such as APIs, 3<sup>rd</sup> party software.

#### "Fee / Invoice"

Means the sum payable by the Client to hayman.dev in order to receive hayman.dev Services.

#### "Hosting Hardware"

Means all computer and networking equipment used by hayman.dev in the provision of the Service including services supplied by a 3<sup>rd</sup> parties in which would be Microsoft Azure or Amazon AWS.

#### "Hosting Package"

Means one of the Service packages described on hayman.dev website or sales material and generally refers to the package selected by the Client to use hayman.dev software.

#### "Hosting Software"





Means all software used by hayman.dev in the provision of the Service, as described in "Client Instance".

#### "Client Software"

Means all software used by hayman.dev in the provision of the Service, as described in "Client Instance / Customer Instance".

#### "Order"

Means an order placed by the Client with hayman.dev for the provision of the Service which shall contain details of the Client's chosen Hosting Package; and the collective components of hayman.dev SaaS and/or laaS service which includes the product and related components to facility nominal running of the Service(s) supplied to the Client, and any additional Services which the Consultant providers or agrees to provide to the Client.

#### "Agreement"

Means this written agreement, including the agreed Schedules as defined by the Consultant with agreement from the Client.

#### "Deliverables"

Means all Documents and other materials that the Consultant has agreed to provide to the Client as part of the Services.

#### "Effective date"

Means the date when the Consultant commences or commenced the provision of the Services with the Client.

#### "Roadmap / Schedule of Works"

Means the estimated plan for rolling out Staging, UAT and Production releases of the Services provided by hayman.dev against the agreed Services to be provided by agreement between the Consultant and Client.

#### "Task Estimation"

Means the estimated time hayman.dev has agreed to work to or deliver existing or new Services and may require materials supplied by the Client to complete the task. Delays incurred by the client or hayman.dev due to unforeseen issues or Change of Scope will be incorporated into a new Task Estimation scheduled and should be notified by both parties as soon as possible.

#### "Change of Scope"

Means an official agreement to change Services provided by hayman.dev to the Client under a new Agreement to deliver updated or additional services to the Client.





#### "Staging / Testing / Preview date"

Means the date when hayman.dev delivers one or more "testing" stages for the Client to review and give feedback on some or all of the Services defined by the Consultant and Client.

#### "UAT date"

Means the date when hayman.dev delivers one or more "User Acceptance Testing" stages for the Client to review and give feedback on some or all of the Services defined by consultancy phase by the Consultant and Client before going to "Production" date.

#### "Production date"

Means the date when hayman.dev delivers one or more "Production Releases" for the Client release for Production use within the Client's organisation on some or all of the Services defined by consultancy phase by the Consultant and Client from which date the SLA commences.

#### "SLA"

Means the Service Level Agreement defined by the Consultant and the Client prior to commencement of the Production date and takes affect from day 1 of the Production date. SLAs are agreed in a separate document to be agreed by the Consultant and Client.

#### "VAT"

Means value added tax chargeable under English & Welsh law for the time being and any similar additional tax.

- 1.2 The clause headings used in this Agreement are used for convenience only and are not intended to affect the meaning or interpretation of the terms of this Agreement.
- 1.3 In the event of any ambiguity or inconsistency between the provisions of any Schedule and the provisions of the main body of this Agreement, the latter shall prevail to the extent of the ambiguity or inconsistency.

#### 2. Duration & Appointments

- 2.1 The Client hereby appoints the Consultant to provide the Services to the Client on the terms and conditions of this Agreement with effect from the earlier of the Effective Date and the date of this Agreement.
- 2.2 This agreement will continue until hayman.dev completes the Services unless the Agreement is terminated in accordance to Clause 14 (Term & Termination).

#### 3. Service

3.1 Once the Client's Order has been placed and processed hayman.dev will use its best endeavours to commence provision of the Service as soon as reasonably possible. In any event the provision of the Service will commence no later than 20 Business Days after completion of the Order unless the Client has stated otherwise.





- 3.2 hayman.dev is under no obligation to provide any Service that is not set out in the Client's Order unless hayman.dev and Client enter into a new written Agreement for the provision of additional services.
- 3.3 hayman.dev may, in its sole discretion, may alter, improve or otherwise modify the Service provided that any such change will not significantly alter the provision of the Service to the Client or result in the removal of any features or services that form part of hayman.dev Services unless otherwise agreed, or deemed "obsolete" due to 3<sup>rd</sup> party retirement (sun-setting) of components and/or services, or components, software and/or services have been deemed a security risk. The Client will be notified no later than 20 Business Days in advance of any planned changes and will receive full documentation of any action required on their part.
- 3.4 Notwithstanding the provisions of sub-clause 3.3 hayman.dev may take any action necessary to address or repair faults in Hosting Hardware or Host Software through the Hosting providers website portal (Azure or AWS) without any prior notice to the Client. If such faults or remedial action results in an interruption to the provision of the Service the Client will be notified in accordance with the provisions of Clause 4 of this Agreement.

#### 4. Availability of Service

- 4.1 hayman.dev will use its best and reasonable endeavours to ensure that the Service is provided to the Client on a constant, uninterrupted basis throughout the Term of the Agreement.
- 4.2 Notwithstanding sub-clause 4.1, hayman.dev shall not be liable for Hosting Hardware downtime or interruptions to the provision of the Service where such downtime or interruptions last for no more than 48 hours, or provisioned by a separate SLA agreed by the Consultant and Client prior to the Production date.
- 4.3 Where the Service is unavailable for more than 48 hours or the agreed response time defined in the SLA, hayman.dev will contact the Client by phone, email and/or web page status report and provide reasons for the interruption or, where this is not possible due to an undiagnosed problem, state that the problem is undiagnosed but is being investigated.
- 4.4 Where Service interruption due to Hosting Hardware failure cannot be remedied within 3 Business Days hayman.dev shall:
- 4.4.1 Consult with the client to agree a transfer of services to a compatible service tier to resume Services, working with the Client to remedy any configuration process for the Consultants services hosted locally on the Client's network.
- 4.4.2 Notwithstanding sub-clause 10.1.1, from the end of the initial 48 hour period of Service interruption, keep a record of the number of whole days of Service interruption. Upon restoration of the Service, any partial days shall be rounded up and hayman.dev will reimburse the Client for the interrupted period via credits or additional length to Service. The reimbursement will be calculated on a pro-rata basis and shall be credited to the Client account within 20 Business Days.
- 4.5 Where the provision of the Service is interrupted through the fault of any third party, the Client's own hardware/software issues, Clients non-standard internal deployment policies, Clients LAN/WAN or supported hardware devices, hayman.dev shall bear no responsibility or liability.





#### 5. Fees and Payment

- 5.1 In consideration of the provision of the Services by the Consultant, the Client shall pay to the Consultant the Fees for the Project.
- 5.2 Fees for Services offered by the Consultant are written on the latest available invoice submitted by e-mail to the Client. All charges payable by the Client shall be in accordance with the information published.
- 5.3 The Consultant shall submit an invoice for each instalment of the Fees, specifying the sum the Consultant considers will become due on the Payment Due Date in respect of that instalment.
- 5.4 The final date for payment shall be no more than ten (10) Business Days after the date on which the payment becomes due.
- 5.5 All fees payable by the Client to hayman.dev shall be paid in full, without set off or deduction. hayman.dev reserves the right to suspend the Service or cancel the Client's Order if fees are not paid on or before the due date.
- 5.6 No later than on the tenth (10) Business Day before the final date for payment (the 'Prescribed Period'), the Client may give the Consultant notice that it intends to pay less than the Notified Sum (a 'Pay Less Notice'). Any Pay Less Notice shall specify:
  - (a) the sum that the Client considers to be due on the date the notice is served; and
  - (b) the basis on which that sum is calculated.
- 5.7 If the Client fails to pay a sum due to the Consultant by the final date for payment and fails to give a Pay Less Notice under clause 5.6, simple interest shall be added to the unpaid sum from the final date for payment until the actual date of payment. This shall be calculated on a daily basis at the annual rate of four per cent (4%) above the Bank of England Base Rate. The Parties acknowledge that the liability of the Client under this clause 5.7 is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 hayman.dev may at any time change the price of its Hosting Packages. The Client will be notified in twenty (20) Business Day period of changes in service due to increased wholesale costs or after five (5) Business Days in an increase in usage outside of the Clients agreed limits.
- 5.9 The Client may, after agreement with the Consultant, change their Hosting Package or Services within their agreed SLA or additional Agreement outside of this Agreement. If the Client chooses to do so, hayman.dev will refund the original fee paid by the Client relative to the number of whole months out of the 12-month period of Service provision that remain. The client will be invoiced for a new 12-month period of Service provision in accordance with the fees for their new chosen Hosting Package and/or Services.





5.10 If the Client fails to pay a sum due to the Consultant by the final date for payment and fails to give a Pay Less Notice under clause 5.6:

- (a) without prejudice to the Consultant's other rights or remedies, the Consultant has the right to suspend performance of any or all of its obligations under the Agreement, provided that the Consultant first provides not less than seven (7) days' notice of its intention to suspend performance, stating the ground or grounds on which it is intended to suspend performance.
- (b) the Consultant's right to suspend performance ceases when the Client makes payment in full of the amount due.
- (c) in the event the Consultant exercises its rights under this clause 5.10, the Client shall be liable to pay to the Consultant a reasonable amount in respect of costs and expenses reasonably incurred by the Consultant party as a result of the exercise of the right.
- (d) any period during which performance is suspended in pursuance of, or in consequence of the exercise of, the right conferred by this clause shall be disregarded in computing for the purposes of any contractual time limit the time taken, by the party exercising the right or by a third party, to complete any work or service directly or indirectly affected by the exercise of the right.
- (e) where the contractual time limit is set by reference to a date rather than a period, the date shall be adjusted accordingly.

#### 6. Changes to this Agreement

- 6.1 hayman.dev reserves the right to change the terms of this Agreement and all other terms and conditions and policies which may affect Clients in order to comply with changes in the law.
- 6.2 The Client will be informed of any such changes and shall be deemed to be bound by them 1 calendar month after receiving the notice.
- 6.3 If the Client does not agree to be bound by the changes they may terminate this Agreement in accordance with Clause 14.

#### 7. Client Undertakings and Obligations

- 7.1 The Client may not use the Service or any other Hosting Hardware and Hosting Software for any unlawful or otherwise inappropriate purposes. This includes, but is not limited to:
- 7.1.1 Distribution of viruses, spyware, malware, or any other form of code designed to cause harm or nuisance to hardware or software or to obtain data without consent;
- 7.1.2 Distribution of pirated material including, but not limited to software, movies, music and written works; and
- 7.1.3 Distribution of obscene or illegal material including that which is pornographic, abusive, threatening, malicious, harassing, fraudulent, defamatory or that which encourages criminal activities.





- 7.2 The Client may not use their Services to link to any other sites or systems hosting any material described in sub-clause 7.1.
- 7.3 The Client will monitor and supervise any and all activity on their own networks (including communications systems such as forums). Any third party activity that may fall within the provisions of sub-clause 7.1 must be stopped or removed, as appropriate.
- 7.4 The Client must ensure that any and all activity conducted through the Client's Services in relation to the collection of personal information complies with the provisions of the Data Protection Act 1998.
- 7.5 The Client is responsible and accountable for all activity relating to their Services that is carried out by third parties on their behalf.
- 7.6 The Client will use its best and reasonable endeavours to supply all information required to facilitate the provision of the Service to hayman.dev in a timely fashion.

#### 8. Consultant's Undertakings and Obligations

- 8.1 The Consultant shall provide the Services with the reasonable skill care and diligence as may reasonably be expected of appropriately qualified and experienced consultants with appropriate skill and experience of providing services of a similar scope, type, nature and complexity to the Services.
- 8.2 The Parties acknowledge and agree that the Services exclude and the Consultant has no obligations under this Agreement or otherwise in relation to Asbestos Matters. In this Agreement, "Asbestos Matters" means all matters in relation to asbestos howsoever arising including but not limited to assessment or review of any assessment of whether asbestos is present or is likely to be present in any premises, use, removal, management of risk, management or containment of or interface with asbestos that is or likely to be present in any premises, preparation or evaluation of action plans or systems for managing asbestos risk, repair, notification of work with asbestos, prevention or reduction of exposure, implementation control measures, or maintenance of control measures.
- 8.3 The Client acknowledges and agrees that all duties, obligations and risks howsoever arising in relation to Asbestos Matters remain with the Client and the Client shall take reasonable steps to insure against or otherwise address such risks.

#### 9. Intellectual Property and Proprietary Rights

- 9.1 The Client will not acquire ownership rights over any of hayman.dev Intellectual Property in or in relation to the Service or in relation to any other property owned by hayman.dev, also known as the Consultant.
- 9.2 hayman.dev will not acquire ownership rights over any of the Client's Intellectual Property or any other material belonging to the Client.
- 9.3 The Client agrees to fully indemnify hayman.dev against all costs, expenses, liabilities, losses, damages, claims and judgments that hayman.dev may incur or be subject to as a result of the infringement of any Intellectual Property infringement owned by third parties by the Client arising from:





- 9.3.1 The Client's failure to obtain the necessary rights and permissions from third parties in order to enable hayman.dev to legally provide the Service;
- 9.3.2 The provision of the Service by hayman.dev based upon information and material provided by the Client.
- 9.4 Subject to Clause 9.3, the Consultant licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services in relation to the Project.

#### 10. Liability & Insurance

- 10.1 Subject to Clause 4 and sub-clauses 10.2 and 10.3 hayman.dev shall not be liable to the Client or to third parties for:
- 10.1.1 Any losses resulting from interruptions or downtime to the Service;
- 10.1.2 Any inability, on the part of the Client, to use the Service;
- 10.1.3 Any damage or loss resulting from the loss of confidentiality caused by the storage of information on the internet or local storage supplied by the Client.
- 10.1.4 Loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the Parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.
- 10.1.5 Delay or failure by the Consultant to perform or comply with any obligation under or term of this Agreement to the extent that such delay or failure is attributable to any act or omission of or by the Client or any of its employees, agents, contractors or other consultants or suppliers (including without limitation any breach by the Client of any obligation under or term of this Agreement).
- 10.2 Nothing in this Clause shall exclude the liability of hayman.dev for death or personal injury resulting from hayman.dev negligence or that of its employees or agents.
- 10.3 Nothing in this Clause or in this Agreement shall exclude the liability of hayman.dev for fraudulent misrepresentation.
- 10.4 The Consultant's maximum aggregate liability to the Client under or in connection with this Agreement, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, shall in no circumstances exceed 95% of the Fees payable hereunder.
- 10.5 Without prejudice to Clause 10.1 and Clause 10.2, the Consultant's liability to the Client shall be limited to such sum as it would be fair and equitable to pay having regard to the extent of the Consultant's responsibility for the Client's loss or damage and on the assumption that there are no joint insurance or co-insurance arrangements between the Client and any third party who is responsible to any extent for that loss or damage.





10.6 The Consultant shall make all reasonable efforts to maintain insurance coverage against legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement, subject always to the availability of such insurance on commercially reasonable terms.

- 10.7 Nothing in this Agreement shall exclude or in any way limit the Consultant's liability for:
  - (a) fraud;
  - (b) death or personal injury caused by its negligence;
  - (c) breach of terms regarding title implied by s.12 Sale of Goods Act 1979 and/or s.2 Supply of Goods and Services Act 1982; or
  - (d) any liability to the extent the same may not be excluded or limited as a matter of law.

#### 11. Warranty Disclaimer

Subject to the provisions of the Agreement, hayman.dev gives no warranty, express or implied, in connection with the Service as to fitness for purpose, quality, non-infringement or merchantability.

#### 12. Indemnity

- 12.1 The Client will fully indemnify hayman.dev against all costs, expenses, liabilities, losses, damages and judgments that hayman.dev may incur or be subject to as a result of any of the following:
- 12.1.1 The Client's misuse of the Service;
- 12.1.2 The Client's breach of this Agreement;
- 12.1.3 The Client's negligence or other act of default;
- 12.1.4 The Activities of third parties conducted on the Client's Services using facilities such as blogs, forums and chat.

#### 13. Force Majeure

- 13.1 Neither hayman.dev nor the Client shall be liable for breaching the Agreement where that breach results from Force Majeure.
- 13.2 Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to, acts of God; acts of war; national emergencies; governmental action; union action; civil unrest; fire; explosion; flood and theft.

#### 14. Term and Termination

14.1 The Project shall commence on the period the Consultant and Client agree to Roadmap for delivering the Services. Payments required during this period in order to proceed to the Staging, UAT and Production stage, where upon activation of support services via the SLA begins. Payments and fees are subject to Clause 5 of this Agreement.





- 14.2 The Production period will commence on the date that the Client's Order is completed to the agreed Roadmap and Deliverables for all or some of the Services agreed by the Consultant and the Client. This term shall last for a period of 12-months or otherwise agreed by the Consultant with the client, subject to the termination provisions below and to the Payments and Fees Clause 5 of this Agreement.
- 14.2 Subsequent periods of Service Provision shall last for a period of 12-months each and will follow on from a previous period, without interruption, subject to the fulfilment of the Client's payment obligations under Clause 5 of this Agreement. All subsequent periods are subject to the termination provisions below.
- 14.3 hayman.dev reserves the right to terminate this Agreement or to suspend the Service in the following circumstances:
- 14.3.1 If the Client fails to pay fees due under Clause 5 of this Agreement;
- 14.3. 2 If the Client is in breach of the terms of this Agreement;
- 14.3.3 If the Client becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;
- 14.3.4 If the Client is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986; or
- 14.3.5 If the Client has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.
- 14.5 On termination of this Agreement for any reason, the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 14.6 On termination of the Service and this Agreement the Client's Services and all related material will be removed from hayman.dev Services.
- 14.7 On termination of this Agreement (however arising) the following Clauses shall survive and continue in full force and effect: Clause 9 (Intellectual Property Rights), Clause 15 (Confidentiality), Clause 10 (Liability and Insurance), Clause 14 (Term & Termination) and Clause 18 (Law and Jurisdiction).





#### 15. Confidentiality

- 15.1 Each Party shall keep in strict confidence all information whether disclosed in writing, orally, or by any other means to the recipient Party before or after the date of this Agreement and which by its nature is confidential, is marked as confidential, for the purposes of this Agreement is clearly intended to be confidential, or which is known or reasonably should be known by the recipient Party to be confidential including but not limited to software products and/or software documentation, software applications, software modules, source code, derivative works, inventions, know-how and ideas, trade secrets, trademark and copyright applications, technical and business plans, technical information, proposals, specifications, drawings, data, computer programs, pricing, costs, financial information, procedures, proposed products, processes, business systems, techniques, services and like technical or business information (the "Confidential Information").
- 15.2 Neither recipient Party shall use any Confidential Information for any purpose other than to perform its obligations under this Agreement save as may be required by law, to a court or competent jurisdiction or any government or regulatory authority.
- 15.3 The recipient Party may disclose Confidential Information only to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the recipient Party's obligations under this Agreement.
- 15.4 Each Party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses Confidential Information comply with this Clause 15.
- 15.5 The obligations of confidentiality contained in this Clause 15 will not apply to Confidential Information which:
  - (a) is in the public domain prior to receipt;
  - (b) enters the public domain after receipt other than as a result of a breach by the recipient Party of any obligation to the disclosing Party;
  - (c) by documentation was known to the recipient Party prior to disclosure by the disclosing Party by reason other than having been previously disclosed in confidence to the recipient Party;
  - (d)was disclosed to the recipient Party on a non-confidential basis by a third party who did not owe any obligation of confidence to the disclosing Party with respect to the disclosed Confidential Information;
  - (e)was independently developed by a Party without reference to the other Party's Confidential Information; or
  - (f)is required to be disclosed by a court of law or other competent tribunal, or any government body or other regulatory authority.





#### 16. Assignment

- 16.1 The Consultant reserves the right to assign or otherwise transfer any rights or obligations under this Agreement.
- 16.2 The Client may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of hayman.dev.

#### 17. Severance

In the event that any provision of this Agreement is found to be invalid or otherwise unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other provision or a subsequent breach of any provision.

#### 18. Law and Jurisdiction

This Agreement is governed by the laws of England and Wales. Any dispute relating to this Agreement shall fall within that jurisdiction.

#### 19. Counterparts

- 19.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 19.2 Any Support or SLA agreements shall be applied as separate additions to this agreement upon consultation between the Consultant and the Client.
- 19.3 All GDPR and Data Sovereignty agreements shall be applied as separate additions to this agreement upon consultation between the Consultant and the Client.

#### 20. Subcontracting

20.1 The Consultant may subcontract the Services or any part of this Agreement to any other company within the Consultant's group of companies.

#### 21. Partnership / Agency

21.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

#### 22. Waiver

- 22.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 22.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.





#### 23. Variation

23.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

#### **Acceptable Usage Policy**

#### By becoming a Client of hayman.dev, you'll be bound by our Acceptable Usage Policy:

• Use of email or other communication services:

To not facilitate in the usage of sending out of multiple emails or messages to clients (SPAM) unless otherwise agreed upon and using the correct mass-emailing service we supply, upon the recipients request to receive such information.

Send offensive, abusive or any information deemed illegal to yourself or to other users.

To respect the limitations of the attachment size set on your account.

You must not share the password for your Services supplied by hayman.dev. Your passwords are your responsibility and must not be disclosed to a third party.

Use of web services (see Hosting Agreement):

You will respect the storage quota set on your web site and to not "force" a file above the agreed limit.

You must not have illegal material on your website or host a link to material that is illegal, wherever it is hosted.

Your webspace may not be used to distribute or advertise any of the following material:

Software for port scanning, virus creation, hacking or any other illegal or antisocial activity.

Software for sending unsolicited bulk emails, excessive news postings etc. Lists of email addresses except where all the addressees have given their explicit permission.

Any collection of personal data other than in accordance with all applicable data protection legislation.

Links to websites hosting illegal content.

Content designed to offend or cause needless anxiety to others.

You must not publicise the personal details of others without their consent.

You must not share the password for your webspace. Your passwords are your responsibility and must not be disclosed to a third party.

Excessive use of your bandwidth is subject to additional fees.