

SPECIAL CONDITIONS FOR RADIO STREAMING SERVICES
ON A SHARED SERVER

The Supplier provides different categories of server. The hardware and software configurations, and the different tariffs applicable, are specified on the Supplier's website at www.weblayer.co.uk.

Referred hereinafter as WebLayer (WEBLAYER.CO.UK), 'our', 'we' and 'us'; is an internet service provider. All customers under our service are subject to the terms and conditions described in this document. Under the terms of this agreement, signing up and/or using our service(s) in any form therefore declares that you have read, understand, and agree to the terms and conditions stated below, reserves the right to make alterations to this document whenever we deem reasonable. It is the clients sole responsibility to check this document for updates on a regular basis.

Streaming, Content Hosting & Licensing

WebLayer (WEBLAYER.CO.UK) does not actively monitor stream contents and all content broadcast is the sole responsibility of the client.

We do not provide any form of legal cover to individuals or companys who utilize our services to distribute content with any copyright protection. Under no circumstances will WebLayer (WEBLAYER.CO.UK) be responsible for the behaviour of our clients or their users when found to be broadcasting protected content. All licensing, copyright and royalty issues are the sole responsibility of the individual clients and/or their production entities.

You may not use our services to distribute adult, racist or any other un-sociable material.

If contacted by an authority in the event of an illegal situation regarding any of the above, we will co-operate fully in any investigations they decide to make against clients found to be breaking the law.

WebLayer (WEBLAYER.CO.UK) will make every effort possible to ensure security of client's data, however due to the large volume of media stored, our standard costs do not include backup of data, please contact us if you would like to arrange this at an extra cost. All data is stored at client's own risk and we will assume no responsibility for any loss, damage or corruption of files hosted on our servers.

If you choose to stream above the purchased bitrate on a live server, we reserve the right to terminate your account without warning, refund or explanation.

If your account is suspended because of this, we reserve the right to charge a EUR 5.00 admin fee to have it re-activated.

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Bandwidth and Resources

WebLayer (WEBLAYER.CO.UK) offers an unlimited bandwidth policy by maintaining large ratios of bandwidth per customer. In rare cases, WebLayer (WEBLAYER.CO.UK) may find a customer to be using server resources (including bandwidth, processing power and stored e-mail) to such an extent that he or she may jeopardize server performance and resources available for other customers. In such instances, WebLayer (WEBLAYER.CO.UK) reserves the right to suspend or terminate that account immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of the servers.

Other Concerns

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein. may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN ANY EVENT SHALL WebLayer (WEBLAYER.CO.UK) OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN NO EVENT WILL OR ITS SUPPLIERS BE LIABLE FOR ANY CLAIM AGAINST LICENSEE BY ANY THIRD PARTY.

IN NO EVENT SHALL OR ITS SUPPLIERS BE LIABLE FOR THE FOLLOWING:

(I) ANY REPRESENTATION OR WARRANTY MADE TO ANY THIRD PARTY BY LICENSEE, ANY DISTRIBUTOR OR THEIR RESPECTIVE AGENTS;

(II) FAILURE OF THE PRODUCTS TO PERFORM;

(III) FAILURE OF THE PRODUCTS TO PROVIDE SECURITY;

(IV) THE RESULTS OR INFORMATION OBTAINED OR DECISIONS MADE BY END USERS OF THE PRODUCTS OR THE DOCUMENTATION. THIS LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THE BARGAIN UNDER THIS AGREEMENT.