

# TERMS AND CONDITIONS OF SERVICE

## 1. THESE TERMS

**1.1 What these terms cover.** These are the terms and conditions on which we supply services to you.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**1.3 Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- a) You are an individual;
- b) You are buying from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are York UK Hosting Ltd (“York UK Hosting” or “we” or “us” or “our”), a company registered in England and Wales. Our company registration number is 04298261. Our registered VAT number is GB785068787. Our opening hours are 9am to 5pm, Monday to Friday, excluding public holidays and 24<sup>th</sup> December to 31<sup>st</sup> December inclusive.

**2.2 How to contact us.** You can contact us by writing to the email address [cs@yorkukhosting.com](mailto:cs@yorkukhosting.com) or our postal address.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal you provided to us in your order.

**2.4 “Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

## 3. DEFINITIONS.

1. **“AUP”** means our Acceptable Use Policy at [https://portal.yorkukhosting.com/legal/acceptable\\_use/](https://portal.yorkukhosting.com/legal/acceptable_use/)
2. **“Authorised Contacts”** means an entity that you have identified as a sub-contact via the Client Portal.
3. **“Authorised Reseller”** means an entity that we have notified in writing that may purchase service for resale to their end-customers for use by their end-customers only.
4. **“Client Portal”** means the area of our website located at <https://portal.yorkukhosting.com/> used to manage our services.
5. **“Contact Information”** means the following details about an individual or organisation:
  - I. Your name; and
  - II. Postal address; and
  - III. Telephone number(s); and
  - IV. Email address.
6. **“Contacts”** means individuals or organisations identified by their Contact Information as we have stored.
7. **“Controllers”** means the entity which determines the purposes and means of the Processing of Personal Data.

8. **“Data Material”** means the distinct pieces of machine readable information which can be in the form of images, text (on websites and email), software, collection of software codes and scripts, any other machine- readable information used in connection with the services by you or as supplied by us.
9. **“Data Protection Laws and Regulations”** means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Process of Personal Data under these Terms.
10. **“Data Subject”** means the identified or identifiable person to whom Personal Data relates.
11. **“Fees”** means the fees (include any VAT) due for the provision of the services as calculated in accordance with the price list as available on our website.
12. **“GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27<sup>th</sup> April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
13. **“ICANN”** means the Internet Corporation for Assigned Names and Numbers whose website can be found at <http://www.icann.org/>
14. **“Inappropriate Material”** means material that is in breach of our AUP or that under the laws of any jurisdiction where the material can be accessed if any of the following:- unlawful, threatening abusive harmful, malicious, obscene, pornographic, is deemed unacceptable adult material, profane, libellous, defamatory, breaches the rights (including without limit IPRs) of any third party, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.
15. **“Intellectual Property Rights”** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
16. **“Minimum Cancellation Notice Period”** means 28 days, or such other period agreed between the parties in writing. In either case the notice will not take effect until on or after the date on which the Minimum Service Period has ended;
17. **“Minimum Service Period”** means 1 month, or other such period agreed between the parties in writing.
18. **“Nominet”** means Nominet UK, the registry responsible for the .UK namespace whose website can be found at <http://www.nominet.uk/>
19. **“Normal Business Hours”** means 09:00 to 17:00 during business days, excluding public holidays in England and Wales, and 24<sup>th</sup> December to 31<sup>st</sup> December inclusive. York UK Hosting may amend the definition of “Normal Business Hours” from time to time in its sole discretion by providing notice of such change on its website.
20. **“Offers”** means discounts and/or promotions that apply to services we offer that may affect the Fees and/or the features of the service.
21. **“Personal Data”** means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).
22. **“Privacy Policy”** means the policy found at <https://portal.yorkukhosting.com/legal/privacy-policy/>
23. **“Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
24. **“Processor”** means the entity which Processes Personal data on behalf of the Controller.
25. **“Reseller”** means the entity which purchases services from York UK Hosting for resale and distribution to end-customers of the Reseller.

26. **“Scheduled Service Outage”** means a period of time specified by York UK Hosting during which York UK Hosting will not provide the Service.
27. **“Sub-processor”** means any Processor engaged by York UK Hosting or an Affiliate of York UK Hosting.
28. **“Support Incident”** means a request by you for assistance in addressing a single technical problem relating to the service. York UK Hosting shall make the final determination as to what constitutes a “Support Incident” in its sole discretion.
29. **“UDRP”** means the ICANN Uniform Domain-Name Dispute-Resolution Policy which can be found at <http://www.icann.org/>
30. **“WHOIS”** means a publicly access database that stores the registered assignees of domain names.
31. **“WHOIS Information”** means Contact Information that is displayed in the publicly accessible WHOIS.

## 4. ACKNOWLEDGEMENT AND ACCEPTANCE OF YOUR ORDER

**4.1 How we will accept your order.** When you place your order at the end of the checkout process, we will acknowledge it by email and may send you a follow up order confirmation, also by email. These acknowledgements and confirmation emails do not mean that your order has been accepted, nor do they guarantee that your order can be fulfilled. Our acceptance of your will take place when we provision the services. Please note your credit/debit card may be charged at any point between acknowledgement of your order and provisioning.

**4.2 If we cannot accept you order.** If we are unable to accept your order, we will inform you of this. We may not accept your order for the following reasons:

- a) unexpected limits on our resources which we could not reasonably plan for,
- b) we cannot authorise your payment,
- c) we are not allowed to sell the services to you, or you are not allowed to buy the services from us,
- d) there has been a mistake in the pricing or description of the service,
- e) we deem the order to be fraudulent, or
- f) we are unable to meet a delivery deadline you have specified

**4.3 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**4.4 All services are subject to availability.** We will inform you as soon as possible if the services you have ordered are not available by emailing you and you will be refunded for those services via the original payment method.

## 5. OUR SERVICES

**5.1** Schedule A sets out additional terms and conditions that are relevant to our services. Such terms and conditions are hereby incorporated by reference.

**5.2** If there is an inconsistency between any of the provisions of the main body of this agreement and the provisions of Schedule A, the provisions of the main body of this agreement shall prevail unless specifically stated otherwise in Schedule A.

**5.3** Our domain name registration services are separate and distinct from any of our other services (including any services which are linked to the relevant domain name such as our domain name renewal services). Our domain name registration services will be completed once we have notified you that: (i) the relevant domain name has been registered or (ii) the relevant domain name cannot be registered.

**5.4** Services are provided subject to a Minimum Service Period and a Minimum Cancellation Period.

## 6. YOUR RIGHT TO MAKE CHANGES

If you wish to make a change to the service you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 7. OUR RIGHT TO MAKE CHANGES

**7.1 Minor changes to the services.** We may change the service:

- a) To reflect changes in relevant laws and regulatory requirements; and
- b) To implement minor technical adjustments and improvements, for example to address a security threat.

**7.2 More significant changes to the services and these terms.** In addition, we may make more significant changes to these terms or the service, but if we do so we will notify you and, if those changes materially adversely affect your use of the service, you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

## 8. PROVIDING THE SERVICES

**8.1 When we will provide the services.** During the order process we will let you know when we will provide the services to you. If the services are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

**8.2 We are not responsible for delays outside our control.** If our supply of services is delayed by an event outside our control then we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

**8.3 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you. If so, we may contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract (and clause 10.2 will apply). We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**8.4 Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a service:

- a) To deal with technical problems or make minor technical changes;
- b) To update the service to reflect changes in relevant laws and regulatory requirements and domain registry requirements and ICANN policies and requirements;
- c) Where you are in breach of these terms and conditions of our Acceptable Use Policy;
- d) To make changes to the service as requested by you or notified by us to you (see clause 6)

**8.5 Your rights if we suspend supply of services.** Where possible, we will contact you in advance to tell you we will be suspending supply of the service, unless the problem is urgent or an emergency. If we have to suspend the service, in some circumstances you may have a right to claim a refund; contact us for further information.

**8.6 We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 13.4), we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you validly dispute the unpaid invoice (see clause 13.8). We will charge you for the services during the period for which they are suspended.

**8.7 Age restrictions.** Where the service is ordered by a natural person they confirm they are at least 18 years of age.

## 9. YOUR RIGHTS TO END THE CONTRACT

**9.1 End your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- a. **If the service is defective or mis-described you may have a legal right to end the contract** (or a service re-performed or to get some or all of your money back), see clause 12 if you are a consumer.
- b. **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 9.2
- c. **If you are a consumer and have just changed your mind about the service**, see clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.
- d. **If you want to end the contract because the service is no longer required**, see clause 9.6

**9.2 End your contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- a) We have told you about an upcoming change to the service or these terms which you do not agree to (see clause 6.2); or
- b) We have told you about an error in the price or description of the service you have ordered and you do not wish to proceed; or
- c) There is a risk that supply of the services may be significantly delayed because of events outside our control; or
- d) We have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 2 weeks; or
- e) You have a legal right to end the contract because of something we have done wrong.

**9.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).**

If you are a consumer then for most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**9.4 When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of services, once these have been completed, even if the cancellation period is still running.

**9.5 How long do consumers have to change their minds?** As you have bought services, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the

services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

**9.6 How to end the contract if the service is no longer required.** You may cancel the service after the “Minimum Service Period”. If renewal Fees are due before the “Minimum Cancellation Notice Period” then they shall be paid by you to us in full. We shall not be obliged to refund any pro rated payment if you cancel subject to this clause.

## **10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER)**

**10.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- a) **Email.** Email [cs@yorkukhosting.com](mailto:cs@yorkukhosting.com) including your name, home address, details of the order and, where available, your phone number and email address; or
- b) **Online.** Using the “My Services” feature within the Client portal section of our website; or
- c) **By Post.** Simply write us at York UK Hosting Ltd, Eastlands Court Business Centre, St Peters Road, Rugby, CV21 3QP, including details of your order number what you bought, when you ordered it and your name and address.

**10.2 How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described below.

**10.3 When we may make deductions from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied in comparison with the full coverage of the contract.

**10.4 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of you telling us you have changed your mind.

## **11. OUR RIGHTS TO END THE CONTRACT**

**11.1 We may end the contract if you break it.** We may end the contract for a service at any time by writing to you if:

- a. you do not make any payment to us when it is due; or
- b. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the service; or
- c. you cease to trade or are unable to pay debts as they fall due, makes an arrangement with its creditors or goes into administration, receivership, liquidation (other than as part of a solvent reorganisation), bankruptcy, judicial factory or any analogous insolvency proceedings in any jurisdiction; or
- d. you direct abusive behaviour at staff; or
- e. you are in breach of these terms and conditions or our Acceptable Use Policy.

**11.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for the services we have not provided

but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking of the contract (this may include any charges we incur investigating the cause of a problem where it turns out to be your fault).

- 11.3 We may withdraw the service.** We may write to you to let you know that we are going to stop providing the service. We will let you know at least 30 days in advance of our stopping the supply of the service and we will refund any sums you have paid in advance for services which will not be provided.

## **12. IF THERE IS A PROBLEM WITH THE SERVICE**

**How to tell us about problems.** If you have any questions or complaints about the service, please contact us. You can write to our support team using the details listed on our contact page.

## **13. YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES IF YOU ARE A CONSUMER**

If you are a consumer we are under a legal duty to supply services that are in conformity with this contract and you are entitled under the Consumer Rights Act 2015 to ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or receive a partial refund if we cannot fix it.

## **14. PRICE AND PAYMENT**

- 14.1 Where to find the price for the service.** The price of the service excluding VAT will be the price indicated on the order pages when you placed your order. The price for any (i) automatic renewals is provided as set out in clause 14.5 and (ii) periodic subscription payments is provided as set out in clause 14.6. We take all reasonable care to ensure that the price of the service advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the service you order.

- 14.2 We will pass on changes in the rate of VAT (if applicable).** If the rate of VAT changes between your order date and date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes place.

- 14.3 What happens if we got the price wrong.** It is always possible, that despite our reasonable efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid after deducting from any refund an amount for the supply of the service for the period for which it was supplied.

- 14.4 When you must pay and how you must pay.** We accept payment with Visa, Mastercard, Visa Delta, American Express, Direct Debit (UK) and Bank Transfer. When you must pay depends on what service you are buying:

- a) For one-off services, you must make an advance payment of 100% of the Fees, before we start providing them; and
- b) For ongoing services, we will invoice you periodically (depending on your chosen payment method) in advance for the services until the services are completed.

**14.5 Automatic Renewal.** We operate a default automatic renewal policy on all of our services purchased on a billing cycle of a year or longer designed to ensure continuity of service. You can opt out from automatic renewal and manage your auto renewal settings via the “Client Portal”. To opt out of automatic renewal you must update your renewal preference at least 28 days prior to the renewal date. All services automatically renewed shall be for the same period as their initial or renewal term. If you have automatic renewal activated for services, you will be sent notification of automatic renewal prior to service expiry by email to the then current email address specified in your account. Automatic renewal notification for services on a monthly billing cycle are sent 15 days prior to renewal, for other billing cycles it is 30 days prior to renewal. Such notification will set out the renewal price for the service and your option to opt out from automatic renewal. We shall charge the credit or debit cards held in your account up to 7 days prior to the service expiry, or the direct debit held in your account up to 15 days prior to the service expiry. In the event the payment fails, we will notify you via email to the then current email address specified in your account. It will be your responsibility to make alternative payment arrangements for the renewal of services. It is your responsibility to ensure that you have valid up-to-date credit or debit card details, or an active direct debit mandate assigned to your account to use the automatic renewal facility. You agree that you are solely responsible for ensuring that the services are renewed and we shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure in the renewal process.

**14.6 Subscriptions.** For services purchased on a monthly or quarterly billing cycle, we will bill you periodically and automatically based upon the period selected when your initial order was placed. We shall charge the credit or debit cards held in your account up to 7 days prior to the expiry of the billing period selected, or the direct debit held in your account up to 15 days prior to the expiry of the billing period selected, when your initial order for the services was placed. We will notify you of any increase in your periodic subscription payments before such change takes effect together with your option to cancel your contract for the services and, following such a price increase, you will have the right to cancel your contract and claim a refund for payment for up to 7 days following the start of the relevant billing period. In the event the payment fails, we will notify you via email using the then current email address specified in your default account. It will be your responsibility to make alternative payment arrangements for the continuation of the services. It is your responsibility to ensure that you have valid up-to-date credit or debit card details, or active direct debit mandate assigned to your account to avoid any disruption to your service. You agree that you are solely responsible for ensuring that the services are paid for and we shall have no liability to you or any third party in connection with services that are suspended for non-payment, including, but not limited to, any failure in the subscription payment process.

**14.7 No right to set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**14.8 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

**14.9 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.



## **15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

**15.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time contract is made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

**15.3 We are not liable for business losses.** If you are a consumer we only supply the services to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

## **16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

**16.1** Nothing in these terms shall limit or exclude our liability for:

- a) Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- b) Fraud or fraudulent misrepresentation;
- c) Any matter in respect of which it would be unlawful for us to exclude or restrict liability

**16.2** Subject to clause 15.1:

- a) We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- b) Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of (i) £100 and (ii) one hundred percent (100%) of the total sums paid by you for the services under such contract in the 12 months prior to such liability arising.

## **17. INDEMNITY**

**17.1** You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

- a) any breach by you of the warranties contained in Schedule A; and
- b) any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the use of software and/or other materials provided by you.

## 18. EVENTS OUTSIDE OUR CONTROL

**18.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

**18.2** An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

**18.3** If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- a) we will contact you as soon as reasonably possible to notify you; and
- b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

## 19. COMMUNICATION BETWEEN US

**19.1** If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail to [cs@yorkukhosting.com](mailto:cs@yorkukhosting.com) or by pre-paid post to York UK Hosting Ltd, Eastlands Court Business Centre, St Peters Road, Rugby, CV21 3QP. We will confirm receipt of this by contacting you in writing, normally by e-mail.

**19.2** If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

**19.3** If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 20. HOW WE MAY USE YOUR PERSONAL INFORMATION

**20.1** **How we will use your personal information.** We will use the personal information you provide to us:

- a) To supply the service to you;
- b) To process your payment for the services;
- c) If you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this any time by contacting us; and
- d) As otherwise set out in our Privacy Policy.

**20.2** We will only give your personal information to third parties where the law either requires or allows us to do so or in the circumstances described in our Privacy Policy.

## 21. DATA PROCESSING

### Roles and Regulatory Compliance

- 21.1** If we Process any Personal Data on your behalf when performing our obligations or any services under these Terms, we both agree and acknowledge that with regard to Processing, you shall be the Controller or Processor, as applicable, and York UK Hosting shall be a Processor.
- 21.2** You warrant that to York UK Hosting that Customer's instructions and actions with respect to that Personal Data, including its appointment of York UK Hosting as another processor, have been authorised by the relevant controller.
- 21.3** Both parties acknowledge and agree that we both shall, comply with our obligations under the relevant Data Protection Laws and Regulations with respect to the processing of that Personal Data.
- 21.4** York UK Hosting shall:
- a. process the Personal Data only on documented instructions from you for the following purposes:
    - i. Processing in accordance with these Terms and applicable orders;
    - ii. Processing initiated by you in the use of the services; and
    - iii. Processing to comply with any other documented reasonable instructions provided by you where such instruction is inconsistent with the terms of these Terms.
  - b. ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - c. take all measures required pursuant to Article 32 of the GDPR (Security of processing) including by taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
  - d. taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
  - e. assist you in ensuring compliance with the obligations pursuant to Articles 32 (Security of processing), 33 (Notification of a personal data breach to the supervisory authority), 34 (Communication of a personal data breach to the data subject), 35 (Data protection impact assessment) and 36 (Prior consultation) of the GDPR taking into account the nature of processing and the information available to us;
  - f. at your choice, delete or return all the Personal Data to you after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
  - g. make available to you all information necessary to demonstrate compliance with the obligations laid down in clause 18.2;
  - h. maintain a record of all categories of Processing activities carried out on behalf of you, containing:
    - i. the name and contact details of the processor or processors and of you on behalf of who we are acting, and, where applicable, of you or our representative, and the data protection officer;
    - ii. the categories of Processing carried out on behalf of you;
    - iii. where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the GDPR, the documentation of suitable safeguards;

- iv. where possible, a general description of the technical and organisational security measures referred to in Article 32(1) (Security of processing).

**21.5** You acknowledge and agree that:

- a. York UK Hosting's Affiliates may be retained as Sub-processors and York UK Hosting's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. York UK Hosting or a York UK Hosting Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in these Terms with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor. York UK Hosting shall provide notification of a new Sub-processor(s) before authorising any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable services.
- b. You may object to York UK Hosting's use of a new Sub-processor by notifying York UK Hosting promptly in writing within ten (10) business days after receipt. In the event you object to a new Sub-processor, as permitted in the preceding sentence, York UK Hosting will use reasonable efforts to make available to you a change in the services or recommend a commercially reasonable change to your configuration or use of the services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening you.
- c. Your instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. You shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which you acquired the Personal Data.
- d. You shall ensure that the relevant third parties/ data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Laws and Regulations.
- e. You acknowledge that we are reliant on you for direction as to the extent to which we are entitled to use and process the Personal Data. Consequently, we will not be liable for any claim by a Data Subject arising from any act or omission by us, to the extent that such action or omission resulted from your instructions.
- f. You shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.

**21.6** You agree to indemnify and keep indemnified and defend at your own expense us against all costs, claims, damages or expenses (including any regulatory fines) we incur or for which we may become liable due to any failure by you or your employees or agents to comply with any of your obligations under clauses 21.

## 22. OTHER IMPORTANT TERMS

**22.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will tell you if this happens and ensure the transfer will not affect your rights under the contract.

**22.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**22.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**22.4 This Agreement does not create a partnership or joint venture between the parties to it and neither party will make any representations or warranties on the other party's behalf, nor will they otherwise seek to bind or oblige the other party in any way.** Neither this Agreement nor the provision of the Services is intended to create or imply any employment relationship between parties during the term of this Agreement.

**22.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**22.6 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of the provisions of these terms shall be unlawful, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

**22.7 Legal Notices.** There may be legal notices on other areas of this website which relate to your use of the site, all of which will, together with these terms govern your use of this website. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 23. LAW, JURISDICTION AND LANGUAGE

**23.1 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** This agreement is governed by the law of England & Wales and you can bring legal proceedings in the courts of England & Wales (although you are always entitled to any mandatory consumer protections applicable in the country where you live). If you live in Scotland you can bring legal proceedings in either the Scottish or English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts. All contracts are concluded in English.

**23.2 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the English and Welsh courts shall have exclusive jurisdiction to settle any such dispute or claim. All contracts are concluded in English.

## SCHEDULE A: SERVICE SPECIFIC TERMS

### 1. ALL SERVICES

1.1. You agree that you will:

- a. be the end-customer for the service and will not resell the service to any other party, unless you are an Authorised Reseller.
- b. ensure that all your communication details which are provided to us are at all times true, current, accurate and complete and you shall promptly notify us of any such alterations thereto from time to time and you acknowledge that we shall not be liable for any costs, damages or loss which you may suffer or incur as a result of failure to notify such changes to us;
- c. ensure that you all necessary consents, permissions and licenses to make use of the services including without limit registration under the Data Protection Act 1998 and any application requirements under the Communications Act 2003;
- d. immediately notify us if you become aware of any unauthorised use of all or any of the services;
- e. not use the services or allow them to be used for any unlawful purpose or for the publication, linking to, issue or display of any Inappropriate Material whether under English law or regulation, the laws or regulations of your country or any other place where the results of such purpose or such material can be accessed;
- f. not use the services or allow them to be used for the publication, linking to, issue or display of any material which in our absolute discretion may harm us or any of our customers or bring us in to disrepute or may call into question any action we take on your behalf;
- g. not use the services or allow them to be used in breach of good Netiquette practices or use any service provided by any third party (including without limit a website and/or email) for the publication, linking to, issue or display of any material which refers to a website we host or any other services we offer from time to time;
- h. ensure that all Data Material on any website operated by you from time to time or communicated through such site is checked for viruses and other harmful code;
- i. ensure that all passwords are at all times kept confidential, used properly and not disclosed to unauthorised people and if you have any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way or of any other breach of security then you shall inform us immediately;
- j. be entirely liable for all activities conducted and charges incurred under its passwords whether authorised by you or not and acknowledge that we shall not be liable for any loss of confidentiality or for any damages arising from you to comply with these conditions;
- k. not use the services in a manner which infringes a third party's copyright or other Intellectual Property Rights of whatsoever nature;
- l. not use the services in any way that leads to a risk of or causes an excessive load on the server/network we provide in connection with the services;
- m. comply fully with our AUP;

- n. be responsible for keeping a frequent and secure offsite back-up copy of all your Data Material used with all services, in addition to any back-up service we provide;
  - o. allow us access to your Data Material to check for any infringements of your obligations under this agreement, and, when the situation necessitates, to remove or disable any such infringements from time to time;
- 1.2. You acknowledge and accept that to enable us to properly provide the services you must co-operate with us as we require.
- 1.3. You acknowledge that in order to make proper use of the services you should have basic knowledge of how the internet functions and what types of use are and are not acceptable. You acknowledge that we shall have no obligation to:
- a. Manipulate any material which you wish to and/or do post on any website you operate or any communication which you issue or send in connection with any of the services;
  - b. Validate or vet such material for usability, legality, content or correctness.
- 1.4. You authorise the storing of your credit or debit card details by us for use in subsequent orders.
- 1.5. You accept and acknowledge that we will provide your data to third parties where we have an obligation to do so in order to provide the service and/or for the purpose of gather feedback to help improve the service and to analyse usage trends as further set out in our Privacy Policy.

### **Support Services**

- 1.6. If you are an Authorised Reseller you acknowledge and accept that you will provide all Technical Support to your end-customers and will not direct your end-customers to contact us directly.
- 1.7. Standard Technical Support and Advanced Technical Support are provided to assist where you believe there may be a defect in the service we provide.
- 1.8. All services are provided with Standard Technical Support unless you have specifically purchased Advanced Technical Support, or the service specification includes Advanced Technical Support as standard.
- 1.9. Standard Technical Support is provided on a “best efforts” basis with no guarantees of response time during Normal Business Hours via email, or our Client Portal to all Authorised Contacts where the associated service has been 100% paid for, including applicable taxes.
- 1.10. Advanced Technical Support is provided on a “best efforts” basis with no guarantees of response time during Normal Business Hours via email, our Client Portal or telephone to Authorised Contacts where the associated service has been 100% paid for, including applicable taxes.
- 1.11. You accept and acknowledge that you will nominate no more than 5 Authorised Contacts during any 30-day period.
- 1.12. You accept and acknowledge that we are under no obligation to modify your Data Material to resolve a Support Incident.

- 1.13. Technical Support will be provided in connection with Support Incidents that it determines are related to the service. York UK Hosting will not provide Technical Support for Support Incidents that are related to third-party software
- 1.14. In order for York UK Hosting to provide Technical Support to you, you must provide all information requested by York UK Hosting with respect to each Incident. If you fail to provide sufficient detail regarding the Support Incident, York UK Hosting shall not be obligated to continue the Support Incident for you and you shall have no claim against us for nonconformance.
- 1.15. In the event that York UK Hosting closes your Support Incident, or makes a determination that no resolution is commercially feasible, York UK Hosting will provide you notice through the Client Portal and close the Incident on such system.
- 1.16. Support Incidents shall be submitted in the English language only.

### **Remote Assistance**

- 1.17. You accept and acknowledge that York UK Hosting's normal procedure is to require that Support Incidents be documented by you as they occur to permit York UK Hosting to evaluate them and, if necessary, try to recreate the problem on our own computers at its own internal datacentre under appropriate test conditions.
- 1.18. We may, at our sole discretion and without obligation provide support by remotely connecting to your computer systems via the Internet, to assist with resolving a Support Incident by you allowing a member of the York UK Hosting support team to view your desktop and share control of your mouse and keyboard ("Remote Assistance"), and you shall:
- a) accept and acknowledge that there is a possibility that York UK Hosting's efforts to solve your problems by remotely connecting to your computer systems may result in damage to your computer hardware, software and/or any related systems, including, without limitation, loss of data. Notwithstanding the possibility of such damage, you hereby grant York UK Hosting permission to remotely connect to your computer systems and to record the screen activity during the Remote Assistance session; and
  - b) warrant that you have current and valid backups of your Data Material; and
  - c) warrant that you have appropriate authority to authorise the remote assistance; and
  - d) indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with us providing Remote Assistance.

### **Termination**

- 1.19. Within 30 days of the termination of this Agreement, we will delete all "Data Material", including but not limited to web pages, images, email and databases which we have hosted on your behalf as part of the service.
- 1.20. You acknowledge and accept it is your responsibility to make arrangements for the transfer of "Data Material" prior to the terminate date. We cannot accept any liability for any loss or damage incurred by you as a result of the deletion of such "Data Material".



## 2. DOMAIN NAMES SERVICES

- 2.1. For all UK domain name registrations (co.uk, ltd.uk, me.uk, net.uk, org.uk, .uk) you are entering into an agreement with Nominet UK, who operate the .uk registry. Nominet terms and conditions can be found at <https://www.nominet.uk/resources/policy/policies-rules/>
- 2.2. For all other domain name registrations you are entering into a domain registrant agreement with P.D.R Solutions FZC ("PDR"). PDR terms and conditions can be found at <https://uk.resellerclub.com/legal-agreements/registrar-agreement-for-domain-names>
- 2.3. Registrant Rights and Responsibilities are defined by ICANN for all gTLD domain names. They can be found at <http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm>

### Domain Name Registration and Renewal

- 2.4. We make no warranty, implied or otherwise of a particular domain name registration application being successful because a domain name registry retains the right at their discretion to refuse to register a domain name applied for on your behalf by us.
- 2.5. You accept that we reserve the right to refuse to or stop processing a registration request that we consider may expose us to legal or other proceeding.
- 2.6. You accept that domain name registration requests are processed on a 'first come, first served' basis and therefore acceptance of a registration order does not guarantee a successful registration. Where a registration request cannot be completed a refund will be issued.
- 2.7. Domain name registration requests will be processed once cleared funds are received, subject to delays by our anti-fraud screening.
- 2.8. You warrant that:
  - a) You verified the domain name is correctly specified during the ordering process, and understand that once the application is submitted the spelling of the domain name cannot be changed; and
  - b) All information you provide for the application is correct and true, and that any future information in future will also be correct and true; and
  - c) You have the legal right to apply for and use the domain name(s); and
  - d) The domain name(s) and its use will not infringe the Intellectual Property Rights or any other rights of a third party.
- 2.9. The domain registration service consists of the following steps:
  - a) Order received and screened for anti-fraud purposes
  - b) Submission of the application to the appropriate registry
  - c) Administrative support in processing the application
  - d) Notification to you of the outcome of the application
- 2.10. You acknowledge and accept that the application process, registration and subsequent usage of any domain name will be subject to the rules and policies of the relevant registry and you agree to abide by all such rules and policies. You undertake to read those rules and policies before applying for a domain name.

- 2.11. We will notify you as soon as is reasonably possible after registration of a domain name has been processed and you shall be responsible for visiting the Client Portal to verify the domain name has been registered and for notifying us immediately if there is any error.
- 2.12. For the avoidance of doubt and in addition to, in no circumstances will we be liable to you for any loss of profit, business or anticipated savings suffered by you due to a failure to obtain or loss of a domain name;
- 2.13. If your application for a particular domain name is rejected, we will return to you any Fees received in respect of that application.
- 2.14. You agree and acknowledge that we will make registration information provided by you in relation to the requested domain, as stated in the order, available to ICANN, Nominet or any other appropriate registration authority, the registry administrators, and other third parties as applicable laws may require or permit including the police or other enforcement authority.
- 2.15. You further acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information provided for purposes of inspection (such as through the WHOIS service) or other purposes as required or permitted by ICANN, Nominet and applicable law.

### **Expired Domains**

- 2.16. In the event that a domain name is not renewed by its expiry date it shall cease to operate and shall be deemed to be expired.
- 2.17. A registered domain name shall expire if York UK Hosting does not receive a renewal payment before the expiry date, where you have set the domain not to automatically renew or where you fail to manually renew the domain name by the renewal date.
- 2.18. You acknowledge that an expired domain may be permanently lost and warrant that you will verify that domain names are renewed via the Client Portal and check the WHOIS database prior to expiry.
- 2.19. Following the expiry date, a domain name may enter a grace and/or redemption period. If the domain enters such a period additional Fees may be due in addition to the renewal Fee, to retrieve the domain from the grace and/or redemption period.

### **Domain Transfer**

- 2.20. Where the transfer of any domain name is requested, subject to your compliance with the terms of this agreement we will co-operate with the new provider to allow the transfer to take place. The costs to transfer a domain in/out of York UK Hosting can be found on our website.
- 2.21. We will not transfer a domain name until all Fees attributable to the domain name services which are due have been paid by you to us.
- 2.22. On receipt of a transfer request, we will use our reasonable endeavours to process the transfer request, but will not be responsible for any delay in effecting such transfer due to acts or omissions of your current provider or new provider (as applicable) or the registry/registrar.
- 2.23. When requesting the transfer of a gTLD domain name to us you acknowledge that:

- a) The domain name has been unlocked (if applicable) and that the current provider is aware of, and willing to approve the outbound transfer request.
- b) Submission of a domain name transfer request to us does not guarantee that the transfer will be successful
- c) Until such time as you receive a domain name transfer completion notification issued by us, management of the domain name(s) being transferred remain your sole responsibility. This includes meeting renewal deadlines and paying any amounts owed to the current provider.
- d) If, after 28 days, we have been unable to transfer the domain name, the transfer will be considered to have failed. Any applicable transfer fee will be refunded. A new transfer request will need to be placed for it to continue.

2.24. You acknowledge that all inbound and outbound transfers of gTLDs are subject to the transfer policies set out by ICANN which can be found at <http://www.icann.org/en/transfers/>

2.25. For the avoidance of doubt, any free services that we have provided you in relation to the domain name, including but not limited to (i) web and email forwarding, (ii) DNS or (iii) domain parking will terminate once any such transfer has been completed.

### **Domain Parking**

2.26. You agree and acknowledge that domain names parked on our system which are not using the free web forwarding service will display one of our holding pages that advertise us. Domain parking can be disabled via the Client Portal.

### **Domain Dispute Resolution**

2.27. Your use of a domain name may be challenged following registration by a third party. If a dispute arises the procedures of the relevant registry will apply which may result in suspension or revocation of the domain name.

2.28. You acknowledge that, should any disputes arise from the registration of any domain name(s), we are acting under instruction by you and therefore you shall resolve any disputes in accordance with the respective dispute resolution policies which include the following:

- a) .UK Domains at <http://www.nominet.org.uk/disputes>
- b) gTLDs at <http://www.icann.org/en/udrp/udrp.htm>

## 3. SHARED HOSTING

### 3.1. Web Hosting & Web Forwarding

- a) You acknowledge that you have appropriate knowledge of how the Internet functions, the systems and service provided to you.
- b) You acknowledge that we shall have no obligation to:
  - a) Train you or your staff on your use of the services;
  - b) Manipulate any material which you wish to and/or do post on any website or other system you operate or any communication which you issue or send in connection with any services; or
  - c) Validate, vet or edit such material for content, correctness, legality or usability.
- c) You warrant that you have the necessary knowledge referred to in Clause 3.1.2 above and acknowledge that it is not our responsibility to provide such knowledge or to provide technical support unless otherwise agreed in writing with us.
- d) You agree and understand that to maintain the security of the service provided, we have to revise versions of software provided as part of the service time to time and acknowledge that it is not our responsibility to ensure compatibility of your website ("Data Material").
- e) You agree and understand that IP addresses used to provide the service may change time to time.
- f) You agree and understand to maintain access to the service you shall use vendor supported software to ensure compatibility with prevailing industry best practice, for example, Transport Layer Security (TLS) rather than Secure Sockets Layer for encryption.
- g) You undertake to update your website ("Data Material") time to time to maintain its security and acknowledge that we, without obligation may apply software updates to your website ("Data Material") manually or automatically to maintain security.
- h) You acknowledge and accept that you bear sole responsibility, legal and otherwise, for the content of all material appearing on your website ("Data Material"). For the avoidance of doubt, this clause shall apply to all material, whether post on your website by or on your behalf (whether by us or a third party).
- i) You undertake not to link to any Inappropriate Material from your website.
- j) You agree and understand that you are responsible for ensuring that the bandwidth or data transfer for a service does not exceed the allowance set as part of your service or in the AUP.
- k) If your bandwidth either exceeds the allowance set as part of your service or reaches the point where it has an adverse effect on other customers we reserve the right to:
  - a) Disable your site, without prior notice, until you can reduce your bandwidth usage; or
  - b) Charge you for excess bandwidth usage, over and above the service allowance, as we publish from time to time.
- l) You either have sole ownership of all Intellectual Property Rights in such Material in each jurisdiction from which the website may be accessed and/or have obtained full and effective licence(s) from all relevant third parties allowing you or a third party acting on your behalf to use the Material and to permits its dissemination worldwide.

- m) We shall retain the right at all times to refuse to post any material and to suspend availability of the services, where an allegation of defamation or Intellectual Property Right infringement is made by a third party or place a link on the website to another website containing the alleged's version of events and/or to remove any Material already appearing on the website which in our opinion may under always of any jurisdiction from which it is possible to access the relevant website:
- a) Constitutes or would if posted constitute Inappropriate Material;
  - b) Breaches or would if posted breach applicable legislation or any other application regulations, standards or codes of practice (not withstanding that compliance may not be compulsory); and/or
  - c) Harms or would if posted harm our reputation in any way.

### 3.2. Website Migration Service

- a) By using our website migration service, you agree to allow us to act as your agent to facilitate the transfer of website files and databases on your behalf. This includes but is not limited to:
  - a) Carrying out an initial assessment of the website to determine if it can be supported on our hosting platform
  - b) Accessing third party systems to retrieve website files and databases
  - c) Creating a backup copy of any files for disaster recovery purposes
  - d) Carrying out virus / malware scans on website files
  - e) Creating databases and FTP accounts within the account we host
- b) We will only migrate websites free of vulnerabilities, viruses or other compromised content.
- c) As part of this service, you may be required to provide login details for third party services. We agree to use personal data in accordance to our Privacy Policy.
- d) You agree to (whereby you agree that your failure to perform these responsibilities shall be deemed a material breach of this agreement):
  - a) Granting us the necessary rights to third party accounts as needed for us to carry out the services under this agreement.
  - b) Reset any login information provided to us once the migration is complete.
  - c) Contacting us with notice of your decision to cancel or discontinue the services. If no such notification is given to us by you, we will assume you are satisfied with and accept all services.
- e) We will endeavour to complete website migrations in a timely fashion and without interruption or incidents. You understand that depending on the complexity of the migration, there is no guaranteed timeframe in which the consolidation will be finalised.
- f) We do not accept responsibility for any issues with third party systems for the duration of this service.
- g) You acknowledge that we shall not be liable for any damages arising from the activities we conduct in third party accounts.
- h) You acknowledge that we shall not be liable to provide any ongoing support of the migrated Material.
- i) You accept and acknowledge that the free migration service is limited to one hour of activity with no guarantee that the migration will be completed. If the migration is likely to exceed one hour of activity, we reserve the right at our discretion to provide you with details of the appropriate Fees to complete the activity at a time we agree. The complexity of your website may prevent its migration using the website migration service.

### 3.3. Email Hosting & Email Forwarding

- a) By You undertake that you will not, and will ensure that others under your will not via email:
  - a. Transmit Inappropriate Material; or
  - b. Infringe our Acceptable Use Policy; or
  - c. Forge mail headers of any other information; or
  - d. Harass, whether through language, frequency or size of messages
- b) When sending email, you acknowledge that you are responsible for complying with any applicable legislation.
- c) You acknowledge that we are not responsible for the security of the contents of email sent or received.
- d) We will use our reasonable endeavours to ensure that messages are routed accurately and promptly but do not accept any liability for non-recipient, non-delivery or misrouting of email or any other failure of the email system.
- e) Where we provide anti-virus and anti-spam services for incoming email, you acknowledge that we will endeavour to remove all virus and spam, however we make no warranty that all viruses and spam will be caught. We accept no liability in the event that a virus or spam messages reaches your computer.
- f) Our policy is to respect the privacy of email messages sent, received, forwarded or otherwise dealt with by us and you acknowledge that we will therefore not monitor, edit or disclose the contents of such messages unless required to do so by law or competent authority or to protect our rights and/or position.

## 4. Microsoft Online Services (including Office 365)

- 4.1. **Service Specific Terms.** Microsoft Online Services, including Office 365 are subject to Microsoft's Licensing Terms which can be found at:

<http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=46>