

# TERMS AND CONDITIONS HOSTING THE INTERNET rev 23/08/14

## 1. INTRODUCTION

- 1.1. This document (together with any documents referred to in it) tells you the terms and conditions upon which we sell and supply the products (the 'Products') and/or services (the 'Services') listed on this website (the 'Website') to you.
- 1.2. Before confirming your order please:
  - 1.2.1. Read through these terms and conditions (the 'Conditions') and in particular service/s use conditions as well as our cancellations and returns policy at clause 11 and limitation of our liability and your indemnity at clause 14
  - 1.2.2. Print a copy for future reference.
  - 1.2.3. Read our privacy policy regarding your personal information.
- 1.3. By ordering any of the Services listed on this Website, you agree to be legally bound by these Conditions. You will be unable to proceed with your purchase if you do not accept these terms and conditions.
- 1.4. We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions. We will however endeavour to notify you via email of any changes at our discretion.
- 1.5. Definitions used in these terms & conditions: "Us" = "The Supplier", "We"="The Supplier", "Customer"="The person purchasing from the supplier", "Client"="Customer", "Contract"="The binding terms and conditions set out in this agreement upon acceptance of your order" "SSL"="Security certificates(Secure Socket Layers)". "Price Plans" = "Your chosen monthly service plan for ongoing services"

## 2. SERVICES AND PRODUCTS SPECIFIC AGREEMENT

**As well as agreeing to all the terms and conditions set out in this agreement the following additional terms & conditions apply to individual products and or services you purchase from and/or through us, By purchasing any or all of these services from hostingtheinternet.com you also agree to these terms & conditions.**

### 2.1. Domain Registrations:

- 2.1.1. You will be responsible for paying all fees associated with the Services provided by us. When renewal fees are due, it will be your sole responsibility to ensure that such fees are paid to us on time.
- 2.1.2. You must make payments by credit or debit card or other accepted methods stated on this website. If you fail to pay the fees by the due date specified, we have the right to terminate your Registration at our sole discretion. You agree that we will have no liability whatsoever with respect to any such termination.
- 2.1.3. Fees Non-Refundable. All Domain registration fees, including, without limitation, pre-registration fees, are non-refundable, this applies due to the fact that domain registrations are considered custom orders. This applies in whole or in part, even if your registration is suspended, terminated, or transferred prior to the end of your then current registration term. All pre-registration fees are non-refundable.
- 2.1.4. Credit/Debit card chargebacks, In the event of a chargeback for a domain registration payment we reserve the right to transfer the domain to us as well as make available or sell the domain to third parties for purchase. Claus 8.9.5 will also apply.
- 2.1.5. We reserve the right the change our prices at any time. These changes would not affect products you have already paid for. These changes will affect future payments for new or renewal of existing products and will be updated on this website.

- 2.1.6. We reserve the right to refuse and or remove Domain registrations which contain words which may violate any human rights, contain obscenities which may include:
  - 2.1.6.1 Being used for illegal activity
  - 2.1.6.2 Racism.
  - 2.1.6.3 Homophobia
  - 2.1.6.4 Sexist remarks
  - 2.1.6.5 Ageism or any other prejudicm
  - 2.1.6.6 Violating any one or entities rights
  - 2.1.6.7 Being used for any other activity that may negatively affect Hosting the Internet

**2.1.7. Required Information.**

As part of the Domain Registration process, you must provide certain information and keep the information updated and true, correct, accurate, and complete. You must provide the following information when registering your Domain:

- 2.1.7.1 The Domain name being registered.
- 2.1.7.2 The Domains registrants Correct full name and address, phone number and up to date active email address.
- 2.1.7.3 Any other data that any Registry may require for domain registration, including when required specific information regarding the primary purpose for which a Domain is registered.
- 2.1.7.4 Enforcement of Accurate Whois Data. We reserve the right to accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants and follow any other procedures set forth in any agreement we have with a particular Registry and or Registrars
- 2.1.7.5 Domain Transfers.
  - 2.1.7.5.1 Authorization to initiate the transfer process from an individual who has the apparent authority to legally bind the Registered Name holder will be granted and can be initiated via the my account section.
  - 2.1.7.5.2 In instances where a domain is ~~continuously~~ being transferred from one party to another we may request additional authorization such as an agreement between parties or court orders
  - 2.1.7.5.3 Transfers of ownership and registrars will be denied should a registered Domains rights being pending pursuant to paragraph 2.1.9
  - 2.1.7.5.4 Our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
  - 2.1.7.5.5 We receive an order from a court or arbitral tribunal, if found justified requiring such action; and/or our receipt of a decision of an Administrative Panel requiring such action to be taken in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN.

**2.1.8 3<sup>rd</sup> Parties**

- 2.1.8.1 You agree to act in accordance with any 3<sup>RD</sup> parties' terms and conditions such as ICANN (the governing body that oversees the Domain Name System all domains rely on), Nominet and any other 3<sup>rd</sup> party Terms & Conditions that may be applicable to the registered domain.
- 2.1.8.2 Confirm any emails sent to confirm details such as your email address, failure to do so may result in Domain suspensions.

- 2.1.9 Domain disputes (Proceedings) you are required to submit to a mandatory administrative proceeding in the event that ...

2.1.9.1 A third party such as a trademark holder (a "claimant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that your domain name is identical or confusingly similar to their trademark or service mark the claimant has rights to. In such an event you agree to the Uniform Domain Name Dispute Resolution Policy approved by ICANN available at <http://www.icann.org/en/help/dndr/udrp> .

## **2.2. VPS & Shared hosting services (including but not limited to control panels running on these services cPanel, Directadmin, Plesk) :**

- 2.2.1. Read through these terms and conditions (the 'Conditions') and in particular service/s use conditions as well as our cancellations and returns policy at clause 11 and limitation of our liability and your indemnity at clause 14

- 2.2.2. You will be responsible for paying all fees associated with the Services provided by us. When renewal fees are due, it will be your sole responsibility to ensure that such fees are paid to us on time to ensure you continue receiving your selected services.

### **2.2.3. What you are not allowed to use on these services provided to you by us.**

2.2.3.1. You are not allowed to host anything that violates the DMCA (Digital Millennium Copyright Act), If you are found to be breaking any DMCA laws your services will be disconnected immediately, you agree that if we find that you have Violated DMCA, and the violation claim are justified we reserve the right to charge you fees to investigate the claims up to \$349 a hour as well as initial fees of up to \$1000 to cover any damages. DMCA violation is serious, so please make sure you do not break the law and do not use any copyrighted material you do not have permission to use.

2.2.3.2. No child pornography and/or any other illegal content is permitted. We reserve the right to notify authorities if such material is found to be hosted on any services you have purchased from us.

2.2.3.3. You are not allowed to use DDOS/DoS Scripts, SEO Tools, Phishing Sites, Resource Intensive Scripts, Nested Virtualization, and Vulnerability Scanning, any type of Hacking Tools, Coin Mining, @Home Software, and Game bots.

2.2.3.4. Video Streaming/Conversion such as ffmpeg (This excludes embedding video hosted on external sites such as YouTube, embedding videos hosted on third party sites are are allowed as long as they don't violate clause 2.2.3 and its subsidiary clauses.)

2.2.3.5. You are not allowed to use these services for P2P traffic and you are also not allowed to host video game servers on these services.

2.2.3.6. You are not allowed to send SPAM, or bulk emails, more than 200 emails in 24 hours is the acceptable limit on outbound emails on shared hosting and VPS services, if you need to send more emails than this please contact us

2.2.3.7. Outbound SMTP Is blocked on all VPS plans, free email add-ons are available for VPS clients who need to setup emails for domains hosted on the VPS

2.2.3.8. You are not allowed to use these services for TOR, or setting up Public VPN access or public proxies.

2.2.3.9. Adult sites containing legal content are allowed on VPS and Dedicated servers, we are not responsible for the laws in your country, it is the customer's duty to abide by their country of residency laws.

## **2.3 DEDICATED SERVERS :**

- 2.3.1 No child pornography or any other other illegal content is permitted. We reserve the right to notify authorities if such material is found to be hosted on any services you have purchased from us

- 2.3.2 You are not allowed to use DDoS/DoS Scripts, SEO Tools, Phishing Sites, Nested Virtualization, Vulnerability Scanning, any type of Hacking Tools.

- 2.3.3 Video Streaming/Conversion such as ffmpeg and video hosting is allowed on our dedicated servers as long as the content does not violate any of the terms set out in the contract. Violated.
- 2.3.4 You are not allowed to use these services for P2P traffic.
- 2.3.5 Dedicated servers are custom built/setup per order and therefore No refunds will be made once your dedicated server order has begun processing.
- 2.3.6 You are not allowed to host anything that violates the DMCA (Digital Millennium Copyright Act), If you are found to be breaking any DMCA laws your services will be disconnected immediately, you agree that if we find that you have Violated DMCA, and the violation claim are justified we reserve the right to charge you fees to investigate the claims up to \$349 a hour as well as initial fees of up to \$1000 to cover any damages. DMCA violation is serious, so please make sure you do not break the law and do not use any copyrighted material you do not have permission to use.
- 2.3.7 Dedicated servers are custom built/setup per order and therefore No refunds will be made once your dedicated server order has begun processing.
- 2.3.8 Adult sites containing legal content are allowed, we are not responsible for the laws in your country, it is the customers duty to abide by their countries laws.

## **2.4 SSL CERTIFICATES**

### 2.4.1 All certificates Terms

- 2.4.1.1 SSL Certificates are custom issued based on Domain names, therefore once the order has begun processing through a third party issuer No refunds will be issued under any circumstances.
- 2.4.1.2 By purchasing an SSL certificate you agree to the terms & conditions set out in this contract as well as the certificate issuer's authority's terms & conditions noted in this agreement.

### 2.4.2 GeoTrust issued SSL Certificates

- 2.4.2.1 By purchasing any GeoTrust SSL Certificate form us you also agree to their terms & conditions available at: [https://www.geotrust.com/resources/cps/pdfs/gt\\_ssl\\_SA\\_v.2.0.pdf](https://www.geotrust.com/resources/cps/pdfs/gt_ssl_SA_v.2.0.pdf)

### 2.4.3 Symantec issued SLL Certificates

- 2.4.3.1 By purchasing any Symantec SSL Certificate form us you also agree to their terms & conditions available at: <https://www.symantec.com/content/en/us/about/media/repository/ssl-subscriber-agreement.pdf>

2.4.4 Once your order has begun processing no refunds will be made for SSL certificates under any circumstances, as these are custom produced services.

2.4.5 It is the customer's responsibility to ensure they enter the correct details when ordering an SSL certificate.

## **2.5 Using Our Premium DNS at no extra cost**

2.5.1 We provide DNS with all our services, The DNS service provided will depend on the product you choose. Our Premium DNS service is hosted on high speed servers and can be used instead of setting up your own Name Servers, this product is available to our VPS and Dedicated customers at no extra of charge. If you break any of the terms in this condition we reserve the right to cancel your access to this service or charge you a premium for its use.

2.5.2 You agree not to purposely use the service to cause service interruption to any other user.

2.5.3 We Do Not intend to charge for this service in the future\*\*\* and plan on it remaining free for our customers purchasing VPS and Dedicated services who do not violate any of these Terms & Conditions.

- 2.5.4 Unless you pay for a premium DNS subscription You agree to only use the Premium DNS for use on hosting services you purchased from us, this does not include domain names, for example even if you purchased your domain from another supplier but purchased a VPS from us you will be granted access to our Premium DNS manager at no extra cost and be permitted to use this service for setting up your DNS, If however you purchased your Domain name from us but your VPS or Dedicated server from a different host you will not be granted access to the Premium DNS for free. Other examples of use not permitted, if you purchased one VPS from us and a second VPS from another supplier you are not permitted to use this service for setting up the DNS for the second VPS, the same rules apply to dedicated servers or any other hosting service not purchased from us.
- 2.5.5 We reserve the right to discontinue offering this service in the future, if we decide to do this existing access will remain granted for the lifetime of the services provided unless they are cancelled.

2.6 **Paid Premium DNS Subscription**, you may purchase a full access DNS subscription, if you do the following terms and conditions apply.

- 2.6.1 You agree not to purposely use the service to cause service interruption to any other user.
- 2.6.2 If you have a paid Premium DNS Subscription You will be allowed to use the Premium DNS manager to setup DNS zones for hosting services purchased from us and third parties.
- 2.6.3 Any products you purchase from third parties have no connection to us and are not covered by these terms and conditions.
- 2.6.4 We reserve the right to discontinue offering this service in the future, if we decide to withdraw the premium Dns subscription existing access will remain granted as long as payments are kept up to date.
- 2.6.5 If for any reason you are unhappy we do offer a 7 day refund policy for our Paid premium DNS service subject to no other terms and conditions of this agreement being broken.

\*\*\* Free Premium DNS is for use on our hosting services only, if you intend on using our premium DNS with third party Hosting providers you are required to purchase a full access Premium DNS subscription.

### 3. COMMUNICATIONS

- 3.1. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 3.2. We will contact you by email or provide you with information by posting notices on our Website.

### 4. INTERNATIONAL ORDERS

- 4.1. If we agree to supply any Services ordered from the Website for delivery outside the United Kingdom they may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.
- 4.2. You must comply with all applicable laws and regulations of the country for which the Services are destined. We will not be liable for any breach by you of any such laws.

## **5. REGISTRATION**

- 5.1. When registering on the Website you must provide your email address which would also be used as your username and select a password. You are responsible for all actions taken under your login ID and password.
- 5.2. By registering on the Website you undertake:
  - 5.2.1. That all the details you provide to us for the purpose of registering on the Website and purchasing the Services are true, accurate, current and complete in all respects
  - 5.2.2. To notify us immediately of any changes to the information provided on registration or to your personal information
  - 5.2.3. That you are over the age of 18 or if under 18 you have a parent or guardian's permission to register with and purchase the Services from this Website in conjunction with and under their supervision
  - 5.2.4. To only use the Website using your own login details
  - 5.2.5. To make every effort to keep your password safe
  - 5.2.6. Not to disclose your password to anyone
  - 5.2.7. To change your password immediately upon discovering that it has been compromised
  - 5.2.8. To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them
  - 5.2.9. Make every effort to login to your account and services purchased from us using secure connections & not use public Wi-Fi hotspots to login to plain ftp.
- 5.3. You authorise us to transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.
- 5.4. We reserve the right to terminate an agreement formed with you pursuant to clause 11 below and to suspend or terminate your access to the Website immediately and without notice to you if:
  - 5.4.1. You fail to make any payment to us when due
  - 5.4.2. You breach these Conditions (repeatedly or otherwise)
  - 5.4.3. You are impersonating any other person or entity
  - 5.4.4. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity
  - 5.4.5. We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

## **6. ELIGIBILITY TO PURCHASE FROM THE WEBSITE**

- 6.1. To be eligible to purchase the Services on this Website and lawfully enter into and form contracts with us, you must:
  - 6.1.1. Be 18 years of age or over
  - 6.1.2. Be legally capable of entering into a binding contract
- 6.2. If you are under 18, you may only use the Website in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, you must not use our Website.

## **7. PRICE**

- 7.1. The prices of the Services are quoted on the Website.
- 7.2. Prices quoted are for performance of the Services in the hosted Data Centre location unless otherwise specified.
- 7.3. Unless otherwise stated, the prices quoted are the total price you will pay.
- 7.4. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Services to reflect any increase in the cost to us due

to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before we have commenced providing the Services.

- 7.5. The customer shall pay all associated fees upon placing an order, as well as any renewal of service fees via credit, debit or other accepted payment methods listed on this website at the prices stated.

## **8. PAYMENT**

- 8.1. Payment can be made by any major credit or debit card or through an electronic payment account as explained on the order form.
- 8.2. By placing an order, you consent to payment being charged to your debit/credit card account or electronic payment account as provided on the order form.
- 8.3. Payment will be debited in advance and cleared from your account before the provision of the Service to you.
- 8.4. When you pay for your order by card, we carry out certain checks which include obtaining authorisation from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.
- 8.5. By accepting these Conditions you:
  - 8.5.1. Undertake that all the details you provide to us for the purpose of purchasing the Services are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Services ordered
  - 8.5.2. Undertake that any and all Services ordered by you are for your own private or domestic use only and not for resale
  - 8.5.3. Authorise us to transmit the payment and delivery information provided by you during the order process (included any updated information) for the purpose of obtaining authorisation from your card issuer to ensure you have adequate funds, to authenticate your identity, to validate your payment card and for other security reasons, such as fraud prevention
- 8.6. We shall contact you should any problems occur with the authorisation of your card.
- 8.7. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our Website.
- 8.8. We will notify you upon receipt of your payment via email and commence supplying you with the services ordered subject to no further fraud checks being required and acceptance of your order.
- 8.9. If the customer fails to keep up to date with payments We reserve the right to suspend and/or terminate services immediately until payment is received as well as:
  - 8.9.1 Suspend any other or all services
  - 8.9.2 Refuse to accept new orders from you and /or enter into any new contract with you
  - 8.9.3 Request all outstanding balances to be paid immediately or in a duration we may specify.
  - 8.9.4 The customer shall not dispute any charges on their credit or debit card prior to contacting US first to remedy the situation.
  - 8.9.5 Any customer who files a chargeback will be indefinitely banned from purchasing a product from us or any of our sister groups.
  - 8.9.6 This clause is without prejudice to any other terms and conditions and obligations set out in these and other terms and conditions that are applicable to this contract.
- 8.10. The customer agrees that the customer shall stay up to date with payments at all times.

- 8.11 The customer shall not cancel any reoccurring subscriptions prior to cancelling the service/s first with us.
- 8.12 We reserve the right In the event of any outstanding balances owed not being paid to follow any legal recovery processes required to recover any sums of money owed to us by the customer via Debt recovery procedures including but not limited to appointing third party debt collectors/agencies to recover this sum if you fail to pay, we will however endeavour whenever possible not to take this route and request the customer to pay us directly for any outstanding balances.
- 8.10. Once a service and or services you purchased from us has been terminated all files hosted on our services will be deleted, we are not obliged to reproduce any of your files should the service have been terminated due to any reason or violation of these terms and conditions.
- 8.11. Once any service has been terminated with us

## **9. ORDER PROCESS AND FORMATION OF A CONTRACT**

- 9.1. All orders are subject to acceptance and availability. If any Services ordered are not available, you will be notified by email and you will have the option either to wait until the item is available or to cancel your order. It is your responsibility to provide us with a valid email address so that we can contact you if necessary.
- 9.2. Any order placed by you constitutes an offer to purchase the Services from us. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.
- 9.3. You shall be responsible for ensuring the accuracy of the details provided by you during the order process and we will not accept an order unless all details requested from you have been entered correctly.
- 9.4. You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Services ordered by you from the Website.
- 9.5. A contract between you and us (the 'Contract') incorporating these Conditions will only subsist after we have debited your payment card and have confirmed that we shall be providing the requested Service or made it available to be downloaded. We will send you an email to confirm this (a 'Confirmation Notice'). The Confirmation Notice will amount to an acceptance of your offer to buy the Services from us. The Contract will only be formed when we send you the Confirmation Notice (whether or not you receive it).
- 9.6. Where we agree to supply Services to you permanently or on an ongoing (continuous) basis, such as by subscription, they shall be provided for a minimum fixed period of time (the 'Minimum Duration'). The length of the Minimum Duration will depend on which package or product you have selected to purchase and is provided on the Website.
- 9.7. The Contract will relate only to the Services stated in the Confirmation Notice. We will not be obliged to supply any other Services which may have been part of your order until we have sent you a separate Confirmation Notice relating to it.
- 9.8. You must check that the details contained in the Confirmation Notice are correct and you should print out and keep a copy of it.
- 9.9. You will be subject to the version of our policies and Conditions in force at the time that you order the Services from us, unless:
  - 9.9.1. Any change to those policies or these Conditions is required to be made by law or governmental authority
  - 9.9.2. We notify you of any change to our policies or these Conditions before we send you the Confirmation Notice, in which case, we are entitled to assume that you have accepted it, unless we receive written notification from you to the contrary within seven working days of receipt of the Confirmation Notice
- 9.10. In some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction.



## **10.DELIVERY**

- 10.1. The Services will be provided to you during the order process, your account address must be the address that is the billing address of your payment card. We may where appropriate and at our option, deliver all or only part of the Services, notifications will be sent to the email address you supplied on registration or such other email address that we agree to use to communicate with you.
- 10.2. Any dates quoted for completing performance of the Service are approximate only, most services are setup in real time once payment has successfully been received unless further verification checks need to be done. If no date is specified and further verification is warranted then it will take place within 30 days or a reasonable time of the date of the Confirmation Notice, unless there are exceptional circumstances.
- 10.3. We shall not be liable for any delay in completing performance of the Service, however caused.
- 10.4. The Services may be made available to you in instalments.

## **11.CANCELLING YOUR CONTRACT AND RETURNS**

### **11.1. Cancelling before receiving a Confirmation Notice**

- 11.1.1. You may cancel your order for the Services at any time prior to receiving a Confirmation Notice from us so long as you contact us in writing. You can send us a cancellation notice by sending an email to [contact@hostingtheinternet.com](mailto:contact@hostingtheinternet.com) or a letter to 7 Wimborne Avenue, Oxfordshire, OX16 0DE. Your cancellation notice must quote your name, address, the Service/s you wish to terminate and your order reference number.

### **11.2. Cancellation after receiving a Confirmation Notice**

- 11.2.1. You are entitled to cancel your Contract and obtain a refund within 7 working days from the date of the Confirmation Notice under the distance selling regulation within the United Kingdom, Domain name registrations as well as software and security products including SSL certificates are excluded once issued as they are personalised products and services. This also applies, where appropriate and subject to clause 11.4, to items that are available to be downloaded. However, you will no longer have a right to cancel if, with your agreement, we have already commenced providing the Services to you before this period of time expires. We shall be deemed to have already commenced providing the Services, in circumstances where you have already downloaded products or materials that we made available to you, from the Website and excludes clauses 2.2.4 & 2.3.4 where a VPS or dedicated server that has already been setup.
- 11.2.2. You may notify us of your wish to cancel by sending us a cancellation notice to [contact@hostingtheinternet.com](mailto:contact@hostingtheinternet.com) or a letter to 7 Wimborne Avenue, Oxfordshire, OX16 0DE. Your cancellation notice must quote your name, address, the name or a description of the Services and your order reference number.
- 11.2.3. Upon receiving your cancellation notice, we will contact you providing any necessary instructions which you will be required to follow.
- 11.2.4. So long as you have complied with your obligations under this clause, and are eligible for a refund we will refund the purchase price to you by crediting the payment card you used to purchase the Services.

### **11.3. Cancelling ongoing Services**

- 11.3.1. Some of the Services that we provide are available for either a fixed period or unspecified period of time (such as web hosting subscriptions). In this clause these Services are referred to respectively as 'Ongoing Fixed Term Services' and 'Ongoing Non-Fixed Term Services'.
- 11.3.2. You are entitled to cancel your Contract for non-custom Recurrent Fixed Term Services and Recurrent Non-Fixed Term Services that you have purchased and obtain a refund within 7 working days from the date of the Confirmation Notice as long as you have not used the product or service. This also applies, where appropriate, and subject to clause 11.4, to items that are available to be downloaded.
- 11.3.3. You will no longer have a right to cancel any Ongoing Fixed Term Services if, with your agreement, we have already commenced providing this service to you within 7 working days from the date of the Confirmation Notice. We shall be deemed to have already commenced providing the Ongoing Fixed Term Services, in circumstances where you

have already downloaded products or materials that we made available to you from the Website.

- 11.3.4. In these circumstances you cannot cancel the Contract for any Ongoing Fixed Term Services until the end of the Minimum Duration (even where the Minimum Duration is more than one year) and you will not be entitled to a refund.
- 11.3.5. Although you may notify us of your intention to cancel an Ongoing Fixed Term Services at any time, such notice will only take effect after the Minimum Duration of 30 days has elapsed. You may notify us of your wish to cancel the Ongoing Fixed Term Services by sending us a cancellation notice to [contact@hostingtheinternet.com](mailto:contact@hostingtheinternet.com) or a letter to 7 Wimborne Avenue, Oxfordshire, OX16 0DE. Your cancellation notice must quote your name, address, the name or a description of the Services and your order reference number.
- 11.3.6. We may, at our sole discretion, agree to temporarily suspend any Ongoing Fixed Term Services if you will be unable to use the service, such as, for example, if you are going on holiday. We will require at least 14 working days' advance notice for this to be implemented. The maximum period of suspension will be 12 weeks in any calendar year. You may use the same contact details for providing a cancellation notice to request the Ongoing Fixed Term Services to be suspended.
- 11.3.7. You will still have a right to cancel any Ongoing Non-Fixed Term Services if we have already commenced providing this service to you within 7 working days from the date of the Confirmation Notice, upon giving us 30 days advance notice in writing. You may notify us of your wish to cancel by sending us a cancellation request to [contact@hostingtheinternet.com](mailto:contact@hostingtheinternet.com) or a letter to 7 Wimborne Avenue, Oxfordshire, OX16 0DE. Your cancellation notice must quote your name, address, the name or a description of the Services and your order reference number.

#### **11.4. Exception to the right to cancel**

You will not have a right to cancel an order for services purchased from us, in the following situations:

- 11.4.1. If you expressly agree to us beginning to provide any services before the end of the cancellation period.
- 11.4.2. A domain name has already been registered (This excludes .co.uk domains) and are regarded as custom services.
- 11.4.3. The Contract is for the sale custom produced security products and services, this includes SSL certificates.
- 11.4.4. The Contract is for the supply of:
  - 11.4.4.1. Computer software if unsealed by you
  - 11.4.4.2. Graphics, Web design, Audio or video recordings and software and other items that you have successfully downloaded where a free trial or demonstration was available to you to view or download
  - 11.4.4.3. Newspapers, magazines and other periodicals
  - 11.4.4.4. Any free services that have already been provided to you with no cost.
  - 11.4.4.5. Products and/or Services any of the clauses 2.2.4, 2.3.4 or 2.4.4 apply to
- 11.4.5. We have already commenced supply of a service plan to you

#### **11.5. Incorrectly priced or described Services**

- 11.5.1. Whilst we try and ensure that all the information on our Website is accurate, errors may occur. In the unlikely event that the price and/or description of an item listed on the Website has been incorrectly advertised, we will not be under any obligation to sell or provide those Services to you.
- 11.5.2. If we discover the error before sending you a Confirmation Notice we will at our discretion, either reject your order and notify you of such rejection, or inform you as soon as possible and give you the option of cancelling your order or reconfirming it at the correct price and/or description. If we give you the option of cancelling your order or reconfirming it at the correct price and/or description but either cannot contact you or do not receive your response within 14 days of sending you notification (whether or not you receive it), we will reject your order.

- 11.5.3. If we discover the error after sending you a Confirmation Notice we may, at our discretion and without incurring any liability to you, cancel the Contract provided that the error is, in our reasonable opinion, obvious and unmistakable and could have reasonably been recognised by you. We will notify if we cancel the Contract.
  - 11.5.4. If your order is cancelled or rejected and you have already paid for the Services, you will receive a full refund in accordance with clause 11.7
- 11.6. Availability by instalments**
- 11.6.1. The Services may be available to you in instalments. You may cancel the outstanding part of your order and receive a refund if this service has not yet been activated subject to the cancellation terms stipulated per product/service contained within the clause 2.x. section of these terms and conditions, if you have already paid, of the purchase price of the outstanding Services in accordance with clause 11.7
- 11.7. Processing refunds**
- 11.7.1. We will notify you about your refund via email within a reasonable period of time. We will usually process a refund as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you are entitled to a refund. Refunds will be made by crediting the payment card or electronic payment account you used to purchase the Services.

## **12. INTELLECTUAL PROPERTY**

- 12.1. The content of the Website is protected by copyright (including design copyrights), trademarks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to hostingtheinternet.com UK moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.
- 12.2. You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes and you have been granted permission to access the content and or downloadable items either via free or paid services. Copying or storing the contents of the Website for other than personal use is expressly prohibited.
- 12.3. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.
- 12.4. You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.
- 12.5. No licence is granted to you in these Conditions to use any of our trademarks or those of our affiliated companies.
- 12.6. Services sold by us and Website content may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

## **13.WEBSITE USE**

- 13.1. You are permitted to use the Website and the material contained in it only as expressly authorised by us under our terms of use.

## **14.LIABILITY AND INDEMNITY**

- 14.1. Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

- 14.1.1. Death or personal injury resulting from our negligence
  - 14.1.2. Fraud or fraudulent misrepresentation
  - 14.1.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987
  - 14.1.4. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability
- 14.2. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.
- 14.3. We will not be liable if the Website is unavailable at any time.
- 14.4. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.
- 14.5. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website.
- 14.6. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses Trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.
- 14.7. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.
- 14.8. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:
- 14.8.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss); or
  - 14.8.2. any loss of goodwill or reputation; or
  - 14.8.3. any special or indirect losses; or
  - 14.8.4. any loss of data; or
  - 14.8.5. wasted management or office time; or
  - 14.8.6. any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website or any aspect related to your purchase of the Services even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, including those listed in clauses 14.8.1 to 14.8.6, is strictly limited to the purchase price of the Services you purchased.
- 14.9. If you buy any goods or services from a third party seller through our Website, the seller's individual liability will be set out in their own terms and conditions.
- 14.10. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including

reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.

14.11. The supplier shall have no liability to the customer under this contract if its obligations are hindered, prevented or delayed due to neglect and or fault by the customer or any represented agent/s of the customer which includes

14.11.1 Damage to the Customer's equipment, software or telecommunications links;

14.11.2 Wrongful use of the Software, including by the Customer or the Customer's Clients, or non-compliance with any operating instructions given by the Supplier;

14.11.3 Illegal or fraudulent use of the Key words, Fault, negligence or damage caused by a third party not connected to us.

14.12. This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

## **15. CUSTOMERS OBLIGATIONS & LIABILITIES**

15.1 When entering into this contract the customer agrees that they are legally able to enter into and perform their obligations under this contract.

15.2 The customer has received, read and agrees with all relevant information from us prior to placing an order.

15.3 The customer shall indemnify us from all losses, liabilities, expenses, damages and penalties and any other legal costs suffered by us or incurred due to wilful misconduct, or negligence on the customer's behalf and/or by violating any of the terms and conditions of this contract.

15.4 The customer shall not knowingly use any hardware or software provided for illegal purposes, linking to illegal material, sending SPAM, performing or encouraging any criminal act.

15.5 The customer shall keep all their credentials secure and not disclose any of their usernames and or passwords for any services provided by us to any third parties not authorised.

15.6 The customer will notify us immediately via email or the support department if they believe any device, hardware or software to have been compromised or any unauthorised use of any services.

15.7 Ensure they make regular backups of any data, work, software or any other material. We are not liable in any way for any loss of data as a result of any hardware failure. We will not restore any data that has accidentally been deleted or modified. It is the customer's duty to ensure they make regular backups of their data stored on any of our services.

## **16. FORCE MAJEURE**

16.1. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:

16.1.1. Strikes, lock-outs or other industrial action

16.1.2. Shortages of labour, fuel, power, raw materials

16.1.3. Late, defective performance or non-performance by suppliers

16.1.4. Private or public telecommunication, computer network failures or breakdown of equipment

16.1.5. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

16.1.6. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.

16.1.7. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

- 16.1.8. Acts, decrees, legislation, regulations or restrictions of any government
- 16.1.9. Other causes, beyond our reasonable control
- 16.1.10. Loss of service due to DDOS (Denial of service attacks) attacks
- 16.2. Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.
- 16.3. Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or us may, by written notice to the other, terminate the Contract with immediate effect upon service.

## **17.PRIVACY POLICY**

- 17.1. In order to monitor and improve customer service, we sometimes record telephone calls.
- 17.2. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).
- 17.3. You can find full details of our Privacy Policy on the Website.

## **18.THIRD PARTY RIGHTS**

- 18.1. Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## **19.SEVERANCE**

- 19.1 If any part of these terms and conditions are found to be invalid or un-enforceable by a court or any other administrating body the remainder provisions will remain in place.

## **20.EXTERNAL LINKS**

- 20.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:
  - 20.1.1. The privacy practices of such websites
  - 20.1.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources
  - 20.1.3. The use which others make of these websites; or
  - 20.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources

## **21.LINKING TO THE WEBSITE**

- 21.1. You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent.
- 21.2. Any agreed link must be:
  - 21.2.1. To the Website's homepage
  - 21.2.2. Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other

rights of any other person or does not comply in any way with the law in the UK and the law in any country from which they are hosted

- 21.2.3. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it
- 21.2.4. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists
- 21.3. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.
- 21.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

## **22.NOTICES**

- 22.1. All notices given by you to us must be given to us at 7 Wimborne Avenue, Oxfordshire, OX16 0DE or by using [contact@hostingtheinternet.com](mailto:contact@hostingtheinternet.com) We may give notice as described in clause 3
- 22.2. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an email 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 email that such email was sent to the specified email address of the addressee.

## **23.BACKUPS**

23.1 At present we perform backups on our shared hosting services, however it is the customers responsibility to back up their data no matter what services are being used, we are in no way responsible for any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss); we are in no way responsible for any emotional losses or any other losses incurred from any data losses and or any other losses due to any hardware or other failure.

## **24.ENTIRE AGREEMENT**

- 24.1. The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 24.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.
- 24.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

## **25.GENERAL**

- 25.1. Every effort is made to keep information regarding availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 25.2. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 25.3. All Contracts are concluded and available in English only.
- 25.4. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 25.5. A waiver by us of any default shall not constitute a waiver of any subsequent default.

- 25.6. No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 3
- 25.7. Any Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **26.GOVERNING LAW AND JURISDICTION**

- 26.1. The Website is controlled and operated in the United Kingdom.
- 26.2. Every purchase you make shall be deemed performed in England and Wales.
- 26.3. The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## **27.COMPLAINTS**

- 27.1. If you have a comment, concern or complaint about any Services you have purchased from us, please contact us via email at [contact@hostingtheinternet.com](mailto:contact@hostingtheinternet.com) or by post at 7 Wimborne Avenue, Oxfordshire, OX16 0DE.