

# General Terms

Our General Terms of Business.

Please read these General Terms (and any relevant Schedules, as defined below) carefully as they contain important information about your rights and obligations. We recommend that you keep a copy of these General Terms (and any relevant Schedules) and that you print out these General Terms (and any relevant Schedules) from the Website (as defined below) by clicking on the "Print" icon on your browser so that you can keep them for future reference.

## **1. ABOUT US AND THESE GENERAL TERMS:**

1.1 About us: "We", "us" or "our" means MediaBlaze Hosting Limited, a company registered in England and Wales under the Co-operative and Community Benefit Societies Act 2014 - registered number 32025R with the Financial Conduct Authority and with registered office at 31 Station Road, Charing, Ashford, Kent, TN27 0JA.

### 1.2 These General Terms:

These General Terms govern your submission of an order to us for our provision of services to you through the [www.mediablazehosts.coop](http://www.mediablazehosts.coop) website (the "Website"), and your registration for an account on the Website by which you will be able to administer those services that you receive. By submitting your details to us for registration for an account on the Website, you agree to be legally bound by these General Terms and the relevant Schedules (as defined below).

1.3 The Schedules: Specific terms for our provision of particular services to you are set out here, in the form of Schedules (as defined below). If you submit an order for specific services, you agree to be legally bound by the relevant Schedules (as defined below) as well as these General Terms.

1.4 Changes to the Terms and Conditions: We reserve the right to amend the Terms and Conditions (as defined below) at any time. All amendments to the Terms and Conditions will be posted on the Website and emailed to you. If you do not like the changes we make, you can terminate this Agreement - please see Clause 13.2.1 for more information. Continued use of the Website will, however, be deemed to constitute acceptance of the new Terms and Conditions. No other terms or changes to the Terms and Conditions will be binding unless agreed in writing signed by us.

1.5 Definitions and interpretation: In this Agreement:

1.5.1 the following terms shall have the following meanings:

"Account"

has the meaning given to it in Clause 4.1;

"Agreement"

the legal and binding agreement that is in place, on the basis of these General Terms and the relevant Schedule(s), for us to provide certain services to you once you have submitted to us an Order and we have issued to you an Order Acceptance. If you make more than one Order, each Order shall, if subject to an Order Acceptance, constitute a separate "Agreement";

"Breach of Duty"

the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

"Business Customer"

you are a business customer if you enter into the Agreement and you are not a Consumer;

"Business Day"

any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business;

"Business Hours"

9.00am to 6.00pm on Business Days;

"Confidential Information"

any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it;

#### "Consumer"

you are a consumer if, in entering into this Agreement, you are an individual acting for purposes which are wholly or mainly outside of your trade, business, craft or profession;

#### "Fees"

the fees payable by you to us for our provision to you of the Services, as set out in each Schedule for each relevant Service and otherwise on the Website at the time that you submit your Order to us;

#### "Intellectual Property Rights"

copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, 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;

#### "Liability"

liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and, for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract);

#### "Material"

material that you upload (or permit to be uploaded) onto our servers as part of our provision of the Services, including any and all materials, works of authorship, software, files, multimedia and audiovisual material, tools, processes, systems, manuals, databases, database structures, a website's "look and feel", content, documents, records, reports, ideas, know-how, information, text, data, diagrams, artwork, screenshots, drawings, plans, descriptions, specifications, images, graphics, domain names and marks (in whatever form and on whatever media);

"Order"

the order submitted by you through the Website for the receipt of certain services from us;

"Order Acceptance"

our written communication to you in which we accept your Order in accordance with Clause 5.8;

"Order Acknowledgement"

our acknowledgement of your Order;

"Party"

either us or you, and "Parties" shall mean both of us and you;

"Schedule"

a schedule containing a specific description of the relevant Services to be provided by us to you;

"Services"

means the services and online products that we provide to you under this Agreement, as may be more particularly described in the relevant Schedule(s);

"Support Services"

has the meaning given to it in Clause 8.1;

"Terms and Conditions"

these General Terms and the Schedules; and

"you" or "your"

our customer who registered for an account on the Website to submit an order for the receipt of services from us;

1.5.2 references to "Clauses" are to clauses of these General Terms;

1.5.3 references to "Paragraphs" are to paragraphs in a Schedule;

1.5.4 the headings are inserted for convenience only and shall not affect the interpretation or construction of these General Terms or any Schedule;

1.5.5 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral, and references to persons shall include an individual, company, corporation, firm or partnership;

1.5.6 reference to "written" or in "writing" includes the electronic form;

1.5.7 references to "includes" or "including" or like words shall mean without limitation; and

1.5.8 references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

## **2. AGE RESTRICTION**

By registering for an Account and submitting an Order, you warrant that you are at least 18 years of age.

## **3. EFFECT**

3.1 Application of these General Terms: These General Terms shall apply to all Orders and to all Agreements. When you submit an Order to us, this shall always constitute your unqualified acceptance of these General Terms and the relevant Schedules. If you are a Consumer, nothing in this Agreement shall affect your statutory rights.

3.2 Any other terms: This Agreement shall prevail over any separate terms put forward by you. Any conditions that you submit, propose or stipulate in whatever form and at whatever time, whether in writing or orally, are expressly waived and excluded.

3.3 Entire Agreement (if you are a Business Customer): If you are a Business Customer, these General Terms, the Order, the relevant Schedules, our Privacy and Cookies Policy and Terms of Use constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these General Terms, the Order, the relevant Schedules, our Privacy and Cookies Policy and Terms of Use.

3.4 Authority (if you are a Business Customer): You confirm that you have authority to bind any business on whose behalf you use the Website to submit and Order.

3.5 Conflict: In the event of any conflict between the provisions of these General Terms and the provisions of the Schedules and the Order, then the following order of precedence shall apply:

3.5.1 the Order prevails over

3.5.2 these General Terms, which prevail over

3.5.3 the Schedules.

#### **4. REGISTRATION FOR AN ACCOUNT**

4.1 Need for an Account: If you would like to place an Order through the Website, you will need to register for an account on the Website which you will be able to access through the "My Account" part of the Website, and by which you will be able to change the details that we hold about you and administrate the Services that we provide to you ("Account"). You may browse the Website without registering for an Account, but, to submit an Order, you must register for an Account.

4.2 If you have an Account: If you already have an Account, you can login to your Account to submit an Order.

4.3 If you do not have an Account: If you do not have an Account, to submit an Order you will need to register for an Account. To register, you need to supply us with your name, address, email address, a password and possibly some other personal information. See our Privacy and Cookies Policy for more details about this. You can provide us with that information by filling in the necessary information on the Website manually where indicated and then following the instructions on the Website.

4.4 Registering for an Account: Once you register for an Account, you will be asked to create a username and password for your Account. You may change this password by accessing your Account and following the instructions. You must keep the password confidential and immediately notify us if there is any unauthorised use of your email address or your Account or any breach of security otherwise known to you. You acknowledge that any person to whom your username or password is disclosed is authorised to act as your agent for the purposes of using (and/or transacting via) your Account. Please note that you will be entirely responsible if you do not maintain the confidentiality of your password.

4.5 Valid email address: You must be registered for an Account with a valid email address that you access regularly, so that, amongst other things, we can send administration and information emails to you. Any Account registered with another person's email address or

with a temporary email address may be closed by us without notice. We may also require you to validate your Account at registration or if we believe that you have been using an invalid email address.

4.6 Rejection: We reserve the right to reject any registration for an Account and to refuse use of or access to the Website to anyone for any reason, in our absolute discretion.

## **5. PLACING AN ORDER AND FORMING AN AGREEMENT**

5.1 Registration: Once you have registered for an Account, you will be able to place an Order.

5.2 Selection of Services: By following the instructions on the Website, you will be able to select those Services in relation to which you would like to submit an Order.

5.3 Confirming your Order: Before submitting an Order, you will be shown a webpage listing the Services you have selected together with the Fees payable for those Services. You will be given an opportunity to correct any errors in your selections prior to submitting your Order. Unless otherwise stipulated on the Website or agreed in writing by us, all Fees are payable in the currently then in force in England (i.e. currently pounds sterling).

5.4 Payment of Fees: The Fees are payable monthly in advance in respect of the Services you will be receiving in the coming month, and you will pay the Fees for the first month of provision of the Services to you in advance at the time that you submit your Order. You are able to pay the Fees by PayPal, GoCardless, Stripe, Braintree or BACS Transfer only; you are not required to have an account with PayPal in order to submit an Order, however you must agree to PayPal or our other payment gateways (as appropriate) terms and conditions in order to have such an account. We shall not be bound to supply any Services to you until we have received the necessary cleared funds in full.

5.5 Having sufficient funds: PayPal, GoCardless, Stripe, Braintree or BACS Transfer, will ask you to provide details of a payment card or account, and you must be fully entitled to use that card or account. That card or account must have sufficient funds to cover the payment(s) to be made to us.

5.6 Subject to these General Terms and the Schedules: When you submit an Order to the Website, you agree that you do so subject to these General Terms and the relevant Schedules current as at the date on which you submit your Order. It is your responsibility to review the latest General Terms and the relevant Schedules each time you submit an Order.

5.7 Order is an offer only: Your Order is an offer to purchase Services from us, and it remains an offer until we issue our Order Acceptance or when we receive your notice that you would like to cancel your Order, whichever is earlier.

5.8 Accepting your Order: We shall not be obliged to provide any Services to you until we have accepted your Order for those Services. We may refuse to accept your Order for any reason (in our absolute discretion). Any Order Acknowledgement that we send to you, whether by email, letter, fax or by any other media, is for your information only and is not an Order Acceptance. An Order Acknowledgement may contain an Order number and details of your Order. This Agreement will be



formed when we accept your Order and become legally bound to provide the Services to you. Such acceptance takes place when we expressly accept your Order by sending you an Order Acceptance, whether by email, letter, fax or any other media, which shall state that we are accepting your Order. An Order Acceptance shall take effect when it has been despatched to you by us.

5.9 Invoicing: We may send you an invoice at any time after we have sent you an Order Acceptance.

5.10 Cancelling before acceptance: Until we have sent you an Order Acceptance, we reserve the right to refuse to process your Order, and you reserve the right to cancel your Order. If we or you cancel your Order before we have sent you an Order Acceptance, then we will arrange for you to be refunded any Fees that you have already paid in respect of that Order.

5.11 Mistakes in your Order: If, after submitting your Order, you realise that you have made a mistake in your Order, please contact us as soon as possible on [cs@mediablazehosts.coop](mailto:cs@mediablazehosts.coop).

## 6. PROVISION OF THE SERVICES

6.1 Activation: When we send you an Order Acceptance, we will activate the Services that are the subject of your Order. We inform you of such activation in the Order Acceptance.

6.2 Term: Following the date of the Order Acceptance, this Agreement will continue in force until otherwise terminated in accordance with this Agreement.

6.3 Services: We shall provide to you the Services that are set out in the Order that are the subject of this Agreement. We warrant that:

6.3.1 we shall use our reasonable skill and care in providing the Services;

6.3.2 our employees, agents and subcontractors have the necessary skill to provide any Services;

6.3.3 any Services will be provided in a professional, competent and workmanlike manner;

6.3.4 we have all necessary consents, rights and permission to enter into, and perform our obligations under, this Agreement; and

6.3.5 we shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of our rights and performance of our obligations under this Agreement.

6.4 No warranty: We do not warrant that the Services will meet your individual requirements. We are not responsible for any people, equipment, deliverables or services that we are not expressly stipulated to provide in this Agreement. You are responsible for any people, equipment, deliverables and services that you need to obtain from someone other than us. Except for any matter in relation to which we specifically agree in writing to advise or do, we shall not be responsible, or have any Liability (subject to Clause 18.3 or Clause 19.3 (as applicable)) for advising on, or failing to advise on, or doing, or failing to do, anything else.

6.5 "Unlimited" features: Where we say, in this Agreement or on the Website generally, that features of the Services are "unlimited", that is always subject to:

6.5.1 fair use;

6.5.2 your use of the Services for what a reasonable person might consider to be the provision of a publicly available website;

6.5.3 Clause 7.11; and

6.5.4 your compliance with Clauses 7.2.11(e), 7.8, 7.9 and 7.10.

6.6 No guarantee: We do not warrant that the Services will be uninterrupted, error-free or secure from unauthorised access, or that they will meet your individual requirements. Whilst we use our reasonable endeavours to make the Services available, we shall not have any Liability (subject to Clause 18.3 or Clause 19.3 (as applicable)) if for any reason the Services are unavailable for any time or for any period. We make no warranty that your access to the Services will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. However, we will use our reasonable endeavours to ensure at least a 99.9% uptime Services availability level.

6.7 Improvements: We reserve the right, at any time, to carry out repairs, maintenance or introduce new facilities and functions in respect of all or any part of the Services. If you do not like the changes we make, you may terminate this Agreement in accordance with Clause 13.2.1.

6.8 Monitoring: We will monitor our provision of the Services using our own monitoring tools. We will only rely on our own monitoring tools to assess the performance of the Services, and we will not consider or accept any results, reports or data from your monitoring tools in relation to the Services.

6.9 Timescales: We shall use our reasonable endeavours to perform our obligations under this Agreement within any timescales set out in the Order. However (subject to Clause 18.3 or Clause 19.3 (as applicable)), we shall not have any Liability for any delays or failures to accurately perform our obligations:

6.9.1 if we have used those endeavours; or

6.9.2 if caused by any failure or delay on your part or by any breach by you of this Agreement or any other agreement between us and you.

If there is any slippage in time, we shall use our reasonable endeavours to reschedule delayed tasks to a mutually convenient time.

6.10 Our responsibility: Except as specifically stipulated in this Agreement, we shall not be responsible for providing or achieving any particular results or outcomes or within a particular time.

6.11 Exclusions: Except where expressly stated in this Agreement, we exclude all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services.

6.12 Our access: Where necessary, we may need to access your Services, and you acknowledge that we may make such access without informing you.

6.13 No warranty as to compatibility: We do not warrant that the Services will be compatible with all Material.

6.14 Third party access: You acknowledge that the servers used in the provision of the Services (including virtual private services (known as VPS servers) and physical private servers (known as dedicated servers)) may be accessible to all users of the Internet. We do not and cannot make any guarantee as to, and (subject to Clause 18.3 or Clause 19.3 (as applicable)) we shall not have any Liability in respect of, the protection or security of any information held on the servers.

## 7. YOUR OBLIGATIONS

7.1 Correct information: You must only submit to us or the Website information (whether Material, contact details or otherwise) which is accurate and not misleading and you must keep it up-to-date and inform us of any changes.

7.2 Your responsibilities: You shall:

7.2.1 co-operate with us;

7.2.2 provide us with any information we reasonably require in respect of the Services from time to time;

7.2.3 report any faults or suspected faults with or in the Services to us immediately upon discovery;

7.2.4 report to us any abuse of the Internet (including spam, hacking and phishing) that you consider to have taken place through the use of the Services by any person, and you shall include in such report as much information as you are able to provide to us relating to the type of abuse that you have witnessed;

7.2.5 use your own login details for the Website and not impersonate any other person or adopt a false identity;

7.2.6 keep your password strictly confidential and secure, and immediately change your password if you know or suspect that any unauthorised third party becomes aware of your password or if you become aware of unauthorised use of your password or there is any other breach of security known or suspected by you;

7.2.7 maintain access to the Services through your Internet or telecoms service providers, and we are not responsible for any connections from your system to the Services;

7.2.8 license and configure any third party hardware and/or software necessary for you to remotely access and use the servers we use in the provision of the Services;

7.2.9 be responsible for ensuring that you have the knowledge and expertise necessary to access and make use of the Services;

7.2.10 ensure that all Material is suitable and prepared for use in conjunction with the Services;

7.2.11 be responsible for ensuring that, and you hereby warrant and undertake to us that, your use of the Services and any Material:

- (a) does not infringe the privacy rights or Intellectual Property Rights of any third party;
- (b) does not harm us or bring us or our name into disrepute;
- (c) is not for the purposes of sending spam or other unsolicited emails;
- (d) is not for the purposes of breaching or circumventing the security of any network or Internet user;
- (e) does not impose an unreasonable or disproportionately large load on our infrastructure or the Services (whether or not the Services have "unlimited" elements, such as in relation to Internet traffic or disk usage);
- (f) does not interfere with another user's use of the Services or similar services;
- (g) is not defamatory, obscene, abusive, malicious, indecent, harassing or discriminatory;
- (h) conforms in all respects will all applicable laws, rules, regulations, bye-laws and codes of practice (including disability discrimination, intellectual property, privacy and data protection laws); and
- (i) does not contain any material detrimental to us or any other user of the Services or similar services, including any viruses, trap doors, back doors, Trojan horses, time bombs, easter eggs, worms, cancelbots or other computer programming routines that are intended to detrimentally interfere with, damage, expropriate or surreptitiously intercept any system, data or personal information;

7.2.12 promptly comply with our reasonable requests from time to time in connection with this Agreement; and

7.2.13 ensure that the Services are sufficient and suitable for your purposes and meet your individual requirements.

7.3 Restrictions: You must not, whether yourself or in conjunction with anyone else:

7.3.1 manipulate Orders or transactions in ways that are unfair to us or other users of the Website and/or the Services; and

7.3.2 use or access the Website and/or the Services in contravention of any applicable law.

7.4 Warranty as to Material: You warrant that any Material is owned by you. It is your responsibility to make sure that you have all necessary rights and consents relating to your use of the Material in conjunction with the Services.

7.5 Indemnity as to Material: You shall indemnify and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect 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 any breach by you of Clauses 7.1, 7.2, 7.3, 7.4 or 7.6. This indemnity shall apply whether or not you have been negligent or at fault.

7.6 Backups: You are responsible for keeping regular and full backups of all Material. Subject to Clause 18.3 or Clause 19.3 (as applicable), we shall have no Liability for any failure by you to backup any Material. If any Material is lost or corrupted for any reason and you do not have an appropriate backup, we will not be able to help you recover that lost or corrupted Material except to the extent that you subscribe for specific backup services in accordance with a Schedule.

7.7 Insurance: You are responsible to ensure that you have in place insurance in relation to any Material, including in relation to the loss or corruption of that Material.

7.8 Data warehousing: You acknowledge that the Services and any Material may not be used for the purpose of data warehousing such as (but not limited to) storage of backup or archival data, mirror sites, or personal multimedia content such as movies, music, photos or other media.

7.9 Peer-to-peer media (including files) sharing or streaming: You acknowledge that the Services and any Material may not be used for the purpose of peer-to-peer file or media sharing, streaming, BitTorrent, Tor or other similar forms of data transmission.

7.10 Content delivery networks: You acknowledge that the Services and any Material may not be used for the purpose of providing or participating in a content delivery network.

7.11 Suspension of the Services: We reserve the right to suspend our provision of the Services to you if your use of the Services is having a detrimental impact on our other customers. This might happen if, for example, your website (in respect of which you use the Services):

7.11.1 has been hacked (such as through bugs in commonly-used software including WordPress);

7.11.2 contains malware;

7.11.3 is attacked (including by a denial of service attack); and/or

7.11.4 is badly coded.

In all of these examples, your website might use excessive resource on our servers to the detriment of our other customers' use of the Services. Following the decision to suspend any Services, we will contact you with details of the suspension and invite you to remedy the situation if appropriate, or - for example in the case of a denial-of-service attack - when we will next review the situation. In such a situation, you are able to discuss what may be required for the Services to be reinstated by emailing us at [cs@mediablazehosts.coop](mailto:cs@mediablazehosts.coop) or by calling us on 0333 335 0166.

## 8. SUPPORT SERVICES

8.1 What we provide: We shall use our reasonable endeavours to correct any errors or omissions in the Services as soon as practicable during Business Hours on Business Days after receiving full and clear information on them. However, since we do not guarantee that the Services will be free from faults, we shall provide email support accessed by means of a ticketing system for you to use for us to deal with any faults and also for answering queries ("Support Services"). We shall use our reasonable endeavours to respond to a request for Support Services within a reasonable time, but we cannot guarantee any particular result or outcome nor within any particular time. In particular,

without limitation, we may need to obtain support in turn from a third party that assists us with the provision of the Support Services.

8.2 Exclusions: The following are expressly excluded from the Support Services:

8.2.1 rectification of lost or corrupted Material;

8.2.2 rectification of any failure by you to take appropriate backups;

8.2.3 resolving faults or defects that arise as a result of your failure to comply with this Agreement or any other agreement between you and us; and

8.2.4 changing or updating in any way the content of any website that is the subject of this Agreement.

We may provide any of the excluded services listed in this Clause 8.2 as part of the Support Services at our absolute discretion. Subject to Clause 18.3 or Clause 19.3 (as applicable), we will not have any Liability for our provision of any of those excluded services to you.

8.3 Charges: We provide the Support Services with every Agreement as an inclusive part of the Services.

## **9. RESALE OF THIRD PARTY SOFTWARE AND SERVICES**

9.1 Third parties: Where the Services involve the resale by us to you of software owned, or services/products provided, by a third party, you purchase a licence to use that software and those services/products from the relevant third party, and you do so subject to the relevant third party's software licence and/or terms and conditions, which will be made available to you on the Website; you will be directed to them on the relevant Services webpage, on our Terms and Conditions webpage and, in some instances, in a Schedule. You will receive no representations or warranties in respect of the license of such software and provision of services/products except those contained in the relevant third party's licence and/or terms and conditions, and you acknowledge that the third party is able to terminate any licence and/or provision of services/products at any time.

9.2 Cost: The Fees for your purchase of a licence to third party software and/or third party services/products are dependent on the relevant third party. Any Fees set out in the Order are estimated only, and the actual amount you pay for the licence and/or the services/products is at the absolute discretion of the third party.

9.3 Support: We may provide Support Services in respect of third party software and services/products purchased through the Services. Whether we are able to provide those Support Services is dependent on the relevant third party providing appropriate support to us.

9.4 Liability: Subject to Clause 18.3 or Clause 19.3 (as applicable), we will not have any Liability for the actions of third party software and service/product providers, the software they licence, and/or services/products they provide, to you through the Services, or the availability (or otherwise) of support in respect of that software and those services/products.

## 10. FEES

10.1 Invoicing and payment: Fees will be payable by you monthly in advance, and we will invoice you monthly for the Fees payable.

10.2 Late payment: We will send you reminders for payment following our sending of an invoice to you. However, if you have not paid any invoice within 14 days of us having sent that invoice to you, we will cancel this Agreement, and cease to provide the Services, without notice to you. It is your responsibility to make sure that any payment details you have provided to PayPal, GoCardless, Stripe, Braintree or BACS Transfer and the contact details you have provided to us via your Account are correct and up-to-date at all times.

10.3 Increase in Fees: We may increase any Fees at any time on notice to you of three days, with the increase taking effect from the next payment date for the Fees in accordance with Clause 10.1. If you do not accept the increase, you have the right to cancel this Agreement in accordance with Clause 13.2.1.

10.4 VAT: The price of the Services listed on the Website excludes VAT, however you will be charged VAT at the applicable current rate chargeable in the UK. If your use of the Services is for business purposes and your business is located in a country in the European Union that is not in the UK, it is your responsibility to assess and submit VAT to the appropriate authority.

## 11. DATA PROTECTION

Please see our Privacy and Cookies Policy which forms part of these General Terms.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1 What we own: You acknowledge that we own:

12.1.1 all Intellectual Property Rights in the Services and any rights arising out of any works arising in connection with them; and

12.1.2 any IP address allocated to you as part of the Services, and such IP address is not portable or transferrable to another hosting provider at any time, including in the event that this Agreement is terminated.

We grant to you a non-exclusive licence to use the Services and any such IP address to the extent necessary for you to receive the provision of the Services from us.

12.2 What you own: We acknowledge that you own all Intellectual Property Rights in the Material, where your ownership is subject to the obligations contained in this Agreement and, in particular, Clause 7. You grant to us a non-exclusive licence to use that Material to the extent necessary for us to provide the Services to you.

## 13. YOUR RIGHTS TO END THIS AGREEMENT

13.1 You can always end this Agreement: If you are a Consumer and, in some cases, if you are a Business Customer, your rights when you end this Agreement will depend on what Services you have purchased from us, whether there is anything wrong with the Services, how we are performing and when you decide to end this Agreement:

13.1.1 if the Services are faulty or misdescribed you may have a legal right to end this Agreement (or to get the relevant Services re-performed or to get some or all of your money back), see Clause 16;

13.1.2 if you want to end this Agreement because of something we have done or have told you we are going to do, see Clause 13.2;

13.1.3 if you have just changed your mind about the Services, see Clause 13.3; you may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions; and

13.1.4 in all other cases (if we are not at fault and there is no right to change your mind), see Clause 13.4.

13.2 Ending this Agreement because of something we have done or are going to do: If you are ending this Agreement for a reason set out in Clauses 13.2.1 to 13.2.5, this Agreement will end immediately and we will refund you in full for the Services which have not been provided and you may also be entitled to compensation. The reasons are:

13.2.1 we have told you about an upcoming change to the Services, these General Terms (or a Schedule) or the Fees which you do not agree to (see Clauses 1.3, 6.7 and 10.3);

13.2.2 we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;

13.2.3 there is a risk that supply of the Services may be significantly delayed because of an Event Outside Our Control;

13.2.4 we have suspended provision 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 [one month]; or

13.2.5 you have a legal right to end this Agreement because of something we have done wrong.

13.3 Exercising your right to change your mind if you are a Consumer (Consumer Contracts Regulations 2013): You have 14 days after the day we email the Order Acceptance to you to change your mind. However, if you cancel after we have activated the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind. You do not have a right to change your mind in respect of:

13.3.1 any SSL certificate or domain name that has been issued to you; or

13.3.2 any third party software and services that have been issued to you (for example, WHMCS licences); and



13.3.3 Services, once these have been completed, even if the cancellation period is still running.

This Clause 13.3 applies only if you are a Consumer; it does not apply if you are a Business Customer.

13.4 Ending this Agreement where we are not at fault and there is no right to change your mind: If you do not have any other rights to end this Agreement (see Clause 13.1), you can still contact us and tell us you want to end it. This Agreement will not end until the end of the then current calendar month in which you contact us to end this Agreement. We will not refund any advance payment you have made for Services which will not be provided to you except to the extent required by law or otherwise agreed to by you.

#### **14. HOW TO END THIS AGREEMENT (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

14.1 Tell us you want to end this Agreement: To end this Agreement, please let us know by doing one of the following:

14.1.1 Phone or email: Call customer services on 0333 335 0166 or email us at [cs@mediablazehosts.coop](mailto:cs@mediablazehosts.coop). Please provide your name, home address, details of the order and, where available, your phone number and email address.

14.1.2 Online: Complete the Cancellation Form.

14.1.3 By post: Print off the Cancellation Form. and post it to us at the address on the Cancellation Form. Or simply write to us at that address, including the information required in the Cancellation Form.

14.2 How we will refund you: We will refund you any amounts owing to you for the Services by the method you used for payment. However, we may make deductions from the price, as described below.

14.3 Deductions from refunds: If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the Services for the period for which they were 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 this Agreement.

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

14.5 Applicability of this Clause 14: This Clause 14 shall not apply to you if you are a Business Customer.

## **15. OUR RIGHTS TO END THIS AGREEMENT**

15.1 Termination by us on notice: We may terminate this Agreement at any time by giving to you not less than five Business Days' notice. In the event that we terminate this Agreement under this Clause 15.1, we will refund to you the Fees that you have paid to us on a pro-rata basis for the period from the date of termination to the date in relation to which you have paid the Fees in advance.

15.2 We may end this Agreement if you break it: We may end this Agreement at any time by writing to you if you:

15.2.1 do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due;

15.2.2 do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;

15.2.3 are in breach of any of your obligations under this Agreement; or

15.2.4 are unable to pay your debts when they fall due;

15.2.5 have a petition for administration or winding up proceedings;

15.2.6 have a receiver or manager appointed over any of your property or assets;

15.2.7 are the subject of a bankruptcy petition;

15.2.8 enter into any composition with creditors generally; and/or

15.2.9 take or suffer any steps preparatory to the situations set out in Clauses 15.2.4 to 15.2.8, or if any distress or execution is levied or threatened on any of your property or assets.

15.3 Event Outside Our Control: We may terminate this Agreement in accordance with Clause 21.4.

15.4 You must compensate us if you break this Agreement: If we end this Agreement in the situations set out in Clause 15.2, we will refund any money you have paid in advance for 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 this Agreement.

## **16. IF THERE IS A PROBLEM WITH THE SERVICES**

16.1 How to tell us about problems: If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team at 0333 335 0166 or write to us at [cs@mediablazehosts.coop](mailto:cs@mediablazehosts.coop).

16.2 Summary of your legal rights: We are under a legal duty to supply Services that are in conformity with this Agreement. If you are a Consumer, see the box below for a summary of your key legal rights in relation to the Services. Nothing in this Agreement will affect your legal rights if you are a Consumer. The box below does not apply if you are a Business Customer.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says you can ask us to repeat or fix the Services if they are not carried out with reasonable care and skill, or get some money back if we can't fix it.

## **17. TERMINATION**

17.1 On termination: In the event that this Agreement is cancelled or terminated:

17.1.1 all Material will be automatically deleted from our servers and, as is the case through the term of any Agreement in accordance with Clause 7.6, you are responsible for taking appropriate backups of such data and material at all times;

17.1.2 we will cease to provide any Services to you; and

17.1.3 the accrued rights, remedies, obligations and liabilities of us and you as at cancellation or termination shall not be affected, including the right to claim damages for any breach of this Agreement which existed at or before the date of cancellation or termination.

17.2 Post-termination: Termination of this Agreement shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

17.3 Cancellation within 30 days: You may cancel any of the Services at any time within 30 days of having received the Order Acceptance. Such a right will not apply to:

17.3.1 domain name registrations; or

17.3.2 SSL Certificates; or

17.3.2 WHMCS licences; or

17.3.2 Backup Services; or

17.3.3 Network Security.

To affect a cancellation in accordance with this Clause 17.3, you should contact us within 30 days of having received the Offer Acceptance on [cs@mediablazehosts.coop](mailto:cs@mediablazehosts.coop).

17.4 Domain name fees: Please note that domain name registration fees that you pay to us are not refundable and the domain name will remain registered for the duration of the registration term. Once this term has expired the domain can be cancelled by you.

17.5 SSL Certificate fees: Please note that SSL Certificate fees that you pay to us are not refundable and the SSL Certificate will remain issued for the duration of the term.

## **18. LIMITATION OF LIABILITY IF YOU ARE A CONSUMER**

18.1 Applicability of this Clause 18: This Clause 18 shall not apply to you if you are a Business Customer.

18.2 If you are a Consumer: If you are a Consumer, nothing in this Agreement (including this Clause 18) affects or limits your statutory rights (including, without limitation, the right to insist that the Services shall be provided to you using reasonable skill and care).

18.3 What we do not exclude Liability for: We shall not exclude or limit our Liability for:

18.3.1 our fraud; or

18.3.2 death or personal injury caused by our Breach of Duty; or

18.3.3 any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

18.3.4 the Consumer Rights Act 2015; or

18.3.5 the Consumer Protection (Amendment) Regulations 2014; or

18.3.6 any other Liability which cannot be excluded or limited by applicable law.

18.4 What we are responsible for: If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Agreement.

18.5 Consumers only: We only provide the Services to you, as a Consumer, for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and, subject to Clause 18.3, we shall have no Liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 19. LIMITATION OF LIABILITY IF YOU ARE A BUSINESS CUSTOMER

19.1 Applicability of this Clause 19: This Clause 19 shall not apply to you if you are a Consumer.

19.2 What this limitation applies to: This Clause 19 prevails over all of this Agreement and sets forth our entire Liability, and your sole and exclusive remedies, in respect of:

19.2.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or any services or deliverables in connection this Agreement; or

19.2.2 otherwise in relation to this Agreement or entering into this Agreement.

19.3 What this limitation does not apply to: We shall not exclude or limit our Liability for:

19.3.1 our fraud; or

19.3.2 death or personal injury caused by our Breach of Duty; or

19.3.3 any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

19.3.4 any other Liability which cannot be excluded or limited by applicable law.

19.4 Breach of Duty excluded: Subject to Clause 19.3, we do not accept and hereby exclude any Liability for Breach of Duty other than any Liability arising pursuant to the terms of this Agreement.

19.5 What else we are not liable for: Subject to Clause 19.3, we shall not have any Liability in respect of any:

19.5.1 indirect or consequential losses, damages, costs or expenses;

19.5.2 loss of actual or anticipated profits;

19.5.3 loss of contracts;

19.5.4 loss of use of money;

19.5.5 loss of anticipated savings;

19.5.6 loss of revenue;

19.5.7 loss of goodwill;

19.5.8 loss of reputation;

19.5.9 loss of business;

19.5.10 ex gratia payments;

19.5.11 loss of operation time;

19.5.12 loss of opportunity;

19.5.13 loss caused by the diminution in value of any asset; or

19.5.14 loss of, damage to, or corruption of, data;

whether or not such losses were reasonably foreseeable or we or our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 19.5.2 to 19.5.14 (inclusive) apply whether such losses are direct, indirect, consequential or otherwise.

19.6 The limitation: Subject to Clause 19.3, our total aggregate Liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to the greater of:

19.6.1 110% of all amounts paid and total other sums payable, in aggregate, by you to us under this Agreement in the 12 months prior to the date on which the claim first arose; or

19.6.2 £1,000.

19.7 The effect of the limitation: The limitation of Liability under Clause 19.6 has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

19.8 Your acknowledgement: You acknowledge and accept that we only provide the Services to you on the express condition that we will not be responsible for, nor shall we have any Liability (subject to Clause 19.3) directly or indirectly for any act or omission of you or any third party.

## **20. NOTICES**

20.1 Giving a notice: Any notice given to either us or you by the other under or in connection with this Agreement shall be in writing, addressed (as applicable) to us at our registered office or addressed to you at such address as you may have specified to us from time to time, and shall be delivered personally, sent by pre-paid first class post, recorded delivery or commercial courier.

20.2 When a notice is considered delivered: A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 20.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; and, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

## **21. EVENTS OUTSIDE OUR CONTROL**

21.1 No liability: Subject to Clause 18.3 or Clause 19.3 (as applicable), we will not have any Liability or be responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by an Event Outside Our Control.

21.2 Meaning of an Event Outside Our Control: An "Event Outside Our Control" means any act or event beyond our reasonable control, including 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.

21.3 What happen following an Event Outside Our Control: If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement:

21.3.1 we will contact you as soon as reasonably possible to notify you of the Event Outside Our Control; and

21.3.2 our obligations under this Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our performance of our responsibilities under this Agreement, we will restart the performance of those responsibilities as soon as reasonably possible after the Event Outside Our Control is over.

21.4 Cancellation following an Event Outside Our Control: You may cancel this Agreement if an Event Outside Our Control takes place and you no longer wish to make use of the Services. Please see your cancellation rights under Clause 17. We will only cancel this Agreement if the Event Outside Our Control continues for longer than four weeks, in which case such cancellation shall have immediate effect.

## **22. RETENTION OF RECORDS**

We shall keep a record of your Order and this Agreement until six years after you submit your Order to us through the Website. However, for your reference in future, we recommend that you print and keep a copy of this Agreement, your Order, the Order Acknowledgement and the Order Acceptance.

## **23. COMPLAINTS**

We value your satisfaction with the Website and the Services. If you have a complaint, you should contact us by means of the Support Services. We will try to address any such complaints you may have as soon as reasonably possible. If you feel that your complaint was not addressed to your satisfaction, then you may escalate your complaint by means of a notice (see Clause 20). Upon receipt of such notice, your complaint will be assessed by a company director and a full response will be made within 15 Business Days.

## 24. GENERAL

24.1 Third party rights: A person who is not us or you shall not have any rights under or in connection with this Agreement.

24.2 Transfer by you: This Agreement is personal to you. You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).

24.3 Transfer by us: We may transfer our rights and obligations under this Agreement to another organisation, and we will always inform you if that happens, but this will not affect your rights or our obligations under this Agreement.

24.4 Waiver: If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

24.5 Severance: Each of the provisions of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.

24.6 No partnership: Nothing in this Agreement shall constitute a partnership or employment or agency relationship between us and you.

24.7 Governing law: This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

24.8 Jurisdiction (if you are a Consumer): If you are a Consumer, you submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation, except where, by law, such dispute or claim must be brought in the jurisdiction in which you are domiciled, or where the relevant law contains mandatory provisions that override such exclusive jurisdiction. This Clause 24.8 shall not apply if you are a Business Customer.

24.9 Jurisdiction (if you are a Business Customer): If you are a Business Customer, you submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation. This Clause 24.9 shall not apply if you are a Consumer.

These General Terms were most recently updated on 31<sup>st</sup> March 2017.