

# VPS and Dedicated Servers Terms

Our Terms of Service for VPS and Dedicated Servers.

Including Service Level Agreement (SLA) details.

These terms and conditions, Our Acceptable Use Policy (<https://mediablazehosts.coop/wp-content/uploads/2017/09/Dedicated-Server-AUP.pdf>), and where You have purchased Microsoft products the [Microsoft End User Licence Terms](#) comprise the whole agreement between YOU and US ("Contract"). This Contract explains our obligations to YOU and YOUR obligations to US in relation to the Service(s) you purchase.

## 1. Terms of Service (ToS)

1.1 In this Agreement, the following meanings shall have effect:

"Business" ie a person (which includes companies) acting for the purpose of their trade, business or profession. In these terms and conditions "you" and "your" refer to each customer and its agents, including each person listed in your account information as being associated with your account."

"Consumer" ie a natural person (ie not a company) whose activity is outside of his or her trade, business or profession. In these terms and conditions "you" and "your" refer to each customer and its agents, including each person listed in your account information as being associated with your account."

"Equipment" means all Client equipment installed in the Premises

"initial cancellation period" Means the 14 day period when YOU first enter into the contract with us.

"Site" means a new location where YOUR / OUR Equipment will be located

"Dedicated Servers" means a physical server used by YOU at our Premises/Site part of the Service(s)

"Cloud Servers" means a virtual server used by YOU at our Premises/Site as part of the Service(s)

"Parties" means US and YOU

"Premises" means BlueSquare Data Services Limited's data centre located at Priors Way, Maidenhead, SL6 2HP or PoundHost Internet Ltd, Unit 2, Smallmead Road, Reading, RG2 0QS, United Kingdom

"WE"/"US"/"OUR" means MediaBlaze Hosting Limited trading as MediaBlaze Hosts (registered with the FCA under the Cooperatives and Community Societies Act 2014, registered number: 32025R)

"YOU"/"YOUR" means the person or entity entering into the contract for Service(s) by virtue of ordering and paying for the Service(s)

"Services(s)" means each individual Service ordered from US/UK including each VPS, each Dedicated Server, each Colocation space, IP transit, Storage and Rack Space

"SLA" means the Service Level Agreement specifying the standard service level that WE aim to deliver to YOU in respect of each Service as specified further in Clause 4 below

1.2 YOU are required to provide valid contact details, including a telephone number and email address and must inform US of any changes within 7 working days of such change.

1.3 Payment terms for all invoices and services are strictly 7 (SEVEN) days from date of invoice. Payments are made one month in advance for all services. All prices are, where applicable, subject to UK VAT at the prevailing rate.

1.4 WE automatically charge an £20 late payment fee should YOUR payment reach US after the 7 day payment period from date of invoice. This will be invoiced separately to YOUR account and non-payment of this charge may lead to service suspension.

1.5 After 7 days, YOUR account will be placed on hold and YOU will be denied access to the data centre and customer Portal. YOU will receive three reminders by e-mail prior to suspension of any Service you may receive from US. Please note that, if YOU have more than one Service with US, failure to pay any invoice in respect of any service will result in the suspension of all services and not just the one in default until payment is received.

1.6 Failure to pay after a further 7 days will lead to immediate termination of all Services and possible loss of data if the server is owned by US. Co-located Servers will not be released until all payments have been settled. YOU will receive one reminder by e-mail prior to disconnection and cancellation.

1.7 WE reserve the right to exercise our landlord's lien over co-located servers and equipment if any amounts remain outstanding 24 hours after the reminder regarding termination of service has been issued.

1.8 If YOU are persistently late in settling YOUR account (defined as being placed on hold more than 3 times during your contract with US), we reserve the right in the event of subsequent late payments to put YOU on hold 24 hours after the first reminder of YOUR account being overdue is sent.

1.9 OUR billing department operates 9-5:30pm, Monday-Friday excluding UK public holidays. Calls for reconnection, billing and accounts enquiries can only be dealt with by the billing department during these hours. Receipt of payment cannot be confirmed outside of these hours and confirmation of receipt of payment within these hours is explicitly subject to the availability of online banking facilities from our bankers.

1.10 WE do not offer refunds for servers and Services purchased in advance.

1.11 If YOU are a Business YOU must inform the Billing department at least 2 working days before YOUR billing date if YOU intend to cancel. Cancellation requests should be sent to [cs@mediablazehosts.coop](mailto:cs@mediablazehosts.coop) and a Support Ticket should also be raised.

1.12 For a Business failure to cancel in accordance with Clause 1.11 will result in YOUR account being charged for one extra month.

1.13 For Consumers, for your rights to cancel this contract, please follow this link.

1.14 Remote Hands Services, where not included as part of a product package, are charged at £30 per half-hour (30 mins) plus VAT with the first 5 minutes during business hours free of charge.

1.15 All access requested need to be approved in writing at least 4 hours before visiting, 25 minutes if an emergency, via an access ticket raised through the customer Portal.

1.16 OUR employees have every right and expectation to work in an atmosphere free of abuse, intimidation and harassment from OUR clients. Therefore, abuse towards OUR staff in the form of verbal or written abuse (including abuse via email or the ticket system) or anything else that WE deem to be offensive may result in cancellation of YOUR account with immediate effect and without compensation or refund for lost periods of service.

1.17 WE may, without notice and without obligation to pay compensation apply service credits or refund any monies, suspend restrict or terminate your access if such access shall prejudice the efficiency or integrity of the Site.

1.18 If YOUR server is attacked (DoS) then WE reserve the right to remove YOUR server from OUR network without notice and without obligation to pay compensation apply service credits or refund any monies in respect of Service downtime.

1.19 WE shall report, if appropriate, misuse or abuse of the Site by YOU to any regulatory authority or, in the case of criminal matters, the police.

1.20 YOU agree not to use the service to do any of the following and it is expressly agreed between US and YOU that if there is any breach of this Clause 1.19 may, without notice and without obligation to pay compensation apply service credits or refund any monies, suspend restrict or terminate your service if YOU:

(a) Upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene (illegal pornography), libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. Please note that IRC services may not be run on our network. Contact us for clarification where needed.

(b) Harm minors in any way.

(c) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity. Forge headers or spoof or monitor/sniff IP packets.

(d) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content or Third Party Content transmitted via the Site.

(e) Upload, post or otherwise transmit any Third Party Content that you do not have a right to transmit under Law or under contractual or fiduciary relationships.

(f) Upload, post or otherwise transmit any Third Party Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.

(g) Upload, post or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas of the Site that are designated for such purpose.

(h) Upload, post or otherwise transmit any Third Party Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

(i) Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. (ii)

(j) Do anything that in the opinion of US is likely to bring the service into disrepute.

1.21 YOU shall:

(a) co-operate with US in all matters relating to the Services;

(b) ensure that all Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;

(c) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Equipment and the use of the Equipment in relation to the Services insofar as such licences, consents and legislation relate to YOUR business, staff and equipment, in all cases before the date on which the Services are to commence;

(d) maintain at YOUR own cost with a reputable insurance company insurance cover against all risks which would normally be insured against by a prudent businessman (including without limitation, insurance in relation to the Equipment, any loss or damage caused to OUR property or OUR employees by the negligence or default of the YOU or YOUR employees or agents or caused by any malfunctioning of the Equipment, and any consequential loss or business interruption) and shall upon reasonable request provide US with evidence that such insurance is being maintained;

(e) not use any part of the Premises for any purpose other than for the location of the Equipment. For the avoidance of doubt YOU shall not use the Premises as YOUR registered office or address for correspondence and YOU acknowledge that YOU understand this requirement and that if there is any breach of this Clause WE may, without notice and without obligation to pay compensation, apply service credits or refund any monies, suspend restrict or terminate YOUR Service;

(f) comply at all times, and ensure YOUR visitors to the Premises comply at all times, with all applicable international, EU and UK legislation and health and safety regulations, and in particular (but without prejudice to the generality of the foregoing) with any such legislation regulating the use of the internet, including the Computer Misuse Act 1990 and the Data Protection Act 1998, and any legislation relating to electrical safety and testing of electrical items including (but not limited to) PAT testing;

(g) respond to any abuse complaints within 24 hours

(h) not do anything that may:

(h.i) compromise the security of the Premises;

(h.ii) be dangerous or cause any nuisance, inconvenience or other disturbance to others at the Premises; or

(h.iii) place US in breach of any covenants relating to the Premises or insurance Clauses as notified by US to YOU from time to time.

(i) not publish or cause anything to be published, whether in hard copy or by any electronic medium, that might constitute a passing off of YOU for US;

(j) not publish or cause anything to be published, whether in hard copy or by any electronic medium, that might imply an agency, partnership, representative or joint venture arrangement between YOU and US;

(k) not publish or cause anything to be published, whether in hard copy or by any electronic medium, which contains adverse or derogatory comments about US or any of its affiliates; and,

(l) provide the Supplier with contact details of the Client's Accounts, or Accounts payable, department.

1.22 WE shall be entitled to require relocation of the Equipment within the Premises and/or to a new Site on minimum 7 day's notice to YOU. WE shall use OUR reasonable endeavours to ensure that the disruption caused to YOUR business is kept to a minimum. WE shall not be liable for any consequential or economic losses caused by disruption to YOUR business.

1.23 If a natural person, YOU must be at least 18 years of age at the date of ordering the Service. Any Minor must have a parent or guardian sign the contract and such parent or guardian, by signing, accepts full financial and legal responsibility for their entire obligations under this contract and agrees to meet all payments due under the contract. A parent or guardian who signs the contract on behalf of a Minor continues to be responsible for, and continues to agree to meet the obligations under, this contract, even when the Minor has attained 18 years of age, unless WE have explicitly agreed in writing to transfer the contract into the name of the Minor.

1.24 Data Storage (iSCSI) additional terms:

(a) WE will endeavour to provide a full and fault free service at all times

(b) It is YOUR own responsibility to encrypt YOUR data before transmission onto our network. WE do not encrypt any data that YOU may send to or store on OUR storage systems.

(c) In the unlikely event of data loss WE will not be held responsible for any losses you may incur. WE recommend that YOU make YOUR own daily data backups at all times to minimise any impact should a data loss occur.

d) If YOU have 2-way replication YOU will receive a Service Level Agreement (SLA) for any outage periods, should they occur, as detailed below. If YOU have 1-way replication YOU will be notified at least 7 days in advance of any maintenance works that may require YOUR service to be temporarily interrupted.

1.25 Under Regulation 10 of The Consumer Protection (Distance Selling) Regulations 2000, YOU may have the right to cancel this Agreement for seven working days after the day after this Agreement has come into effect by virtue of YOU placing YOUR order. However, if you specify an order start date prior to the expiry of seven working days then YOU will lose YOUR right to cancel from the date that access to OUR Service is given.

#### 1.26 Obligations in respect of RIPE IP Addresses

If the YOU obtain a RIPE IP Address via US as the sponsoring LIR, then the following provisions apply:

1.26.1 WE hereby acknowledge that WE ARE solely responsible for liaising with YOU to keep registration records up-to-date;

1.26.2 WE hereby acknowledge OUR duty to ensure that such registration records are made available to RIPE NCC on a timely basis;

1.26.3 YOU acknowledge YOUR obligation to provide up-to-date registration data to US, including timely reporting of any domain changes, and YOU specifically agree that some or all of this registration data will be published in RIPE NCC's WHOIS database;

1.26.4 YOU hereby irrevocably agree that the provision of a RIPE IP Address is personal to YOU and that such RIPE IP Address may not be assigned, novated or otherwise transferred to any other party (save that this Clause 1.26.4 does not act to prevent a transfer back to RIPE NCC in the circumstances set out in the remainder of this Clause 1.26);

1.26.5 in consideration for the provision of the RIPE IP Address, YOU agree to pay to US the fees as invoiced;

1.26.6 YOU acknowledge YOUR obligations, and irrevocably agree, to use the RIPE IP Address in accordance with and subject to the policies of RIPE NCC as published on the RIPE NCC's website (as from time to time amended);

1.26.7 YOU agree to put the assigned RIPE IP Addresses into operational use over a timeframe which shall not exceed 12 months;



1.26.8 YOU irrevocably agree that RIPE IP Address will be forfeited and returned by default to RIPE NCC, without compensation or re-imburement, upon the happening of any one or more of the following events:

(a) YOU cannot be contacted;

(b) YOU fail to make use of the RIPE IP Address in accordance within the timeframe set out in 1.26.7 above (when such unused numbers will revert to the RIPE NCC);

(c) YOU fail to pay on the due date the fees due to be paid to US;

(d) YOU fail to update (on at least a quarterly basis) the registration data to US;

(e) YOU fail to use the RIPE IP Address in full conformity with RIPE NCC's published policies, as from time to time in force;

(f) the Contract is terminated by reason of any of the events in Clauses 1.6, 1.19 or 1.20.

## **2. Data Protection**

We recognise OUR obligations under both Data Protection legislation and under contract to maintain the confidentiality of YOUR data so far as it is known to US. However, there are circumstances in which such data may need to be disclosed to third parties as follows:

2.1 YOU acknowledge and agree that details of the YOUR name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of US in connection with the Services.

2.2 YOU acknowledge and agree that details of the Client's name, address and assigned IP Addresses may be released to law enforcement agencies upon production of valid notices and/or to third parties upon service of a valid disclosure notice issued by a court of competent jurisdiction.

2.3 YOU acknowledge and agree that details of YOUR name, address, telephone and fax numbers together with email address(es) and assigned IP Addresses may be released to the RIPE NCC to ensure that both WE and YOU fulfil their obligations under prevailing RIPE policies and that such data may be published in whole or in part in the RIPE WHOIS database.

2.4 YOU are responsible for the security and confidentiality of your username and password.

2.5 YOUR use of the Service signifies your consent to US collecting and using personal information about YOU in accordance with these terms and conditions.

2.6 WE use the personal information collected about YOU to let YOU know about new goods, services or offers.

### **3. Limitation of Liability**

3.1 This Clause 3 sets out OUR entire financial liability (including any liability for the acts or omissions of OUR employees, agents, consultants, and subcontractors) to YOU in respect of:

(a) any breach of the Contract;

(b) any use made by YOU of the Services, or any part of them;

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract; and

(d) any liability arising under Clause 1.22.

3.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

3.3 Nothing in these Clauses limits or excludes OUR liability:

(a) for death or personal injury resulting from negligence; or

(b) for any damage or liability incurred by YOU as a result of fraud or fraudulent misrepresentation by US.

3.4 Subject to Clause 3.2 and Clause 3.3:

(a) WE shall not be liable for:

(i) loss of profits; or

(ii) loss of business; or

- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of goods; or
- (vi) loss of contract; or
- (vii) loss of use; or
  
- (viii) loss of or corruption of data or information; or
- (ix) delay or inability to use the Service or a Linked Service; or
- (x) reliance upon Third Party Content; or
- (xi) loss of confidentiality; or
- (xii) termination of your access; or
- (xiii) virus transmitted; or
- (xiv) failure of communication media; or
- (xv) unauthorised access to your server/computer; or
- (xvi) theft; or
- (xvii) loss of, or damage to, any data or other information or property; or
- (xviii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or,
- (xix) any consequences arising from a Minor's use of OUR Premises or Services or any consequence arising from the Minor's age or legal incapacity.

(b) OUR total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the Service Level Agreement Credits as specified in Clause 4 below and YOU expressly confirm that YOU agree that there are no other rights or remedies available at Law.

#### **4. Service Level Agreement ('SLA')**

Our network consists of multiple redundant paths and redundant equipment which enables us to offer 99.999% network availability.

Our power infrastructure is geared for redundancy with multiple failovers including backup diesel generators, UPS, STS transfer switching, which enables us to offer 100% power availability.

We will guarantee to provide the following uptime:

99.999% Network Availability

100% Power Availability

This excludes scheduled maintenance, emergency maintenance, DDoS attacks, force majeure and hardware failures within your server.

We are so confident in our infrastructure that we will offer you credit against your account to compensate for any failures on our end to meet this uptime guarantee. The maximum credit you can claim will not exceed the monthly bill for the server.

We will compensate you with one day of credit for your server for every hour of downtime due to network or power in line with our Service Level Guarantee.

Service Level Guarantee uptime is monitored on a rolling monthly basis.

In order to take advantage of this Service Level Guarantee, you will need to make your claim within 15 days of the failure in question. Your claim must be made by submitting a ticket through your customer portal to our billing department. The ticket must clearly show evidence of outage, date of outage, start time and end time. If a ticket has not been raised to inform us of an outage, we will be unable to process your claim.

## **5. Force Majeure**

5.1 'An event of force majeure' means, in relation to either party, an event or circumstance beyond the reasonable control of that party including (without limitation) any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out or trade dispute or labour disturbance, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet service provider, war, military operations, act of terrorism or riot, delay or failure in manufacture, production or supply by third parties of equipment or services.

5.2 The party suffering the event of force majeure shall not be deemed to be in breach of this agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event of force majeure.

5.3 If the event of force majeure in question prevails for a continuous period in excess of 1 month after the date on which it began, the other party may give notice to the party suffering the event of force majeure terminating this agreement. The notice to terminate must specify the termination date, which must be not less than 7 clear days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice.

## **6. Variation**

WE may, from time to time change any part of this Agreement and will post such changes to our website and communicate to all customers via email.

## **7. Waiver**

7.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

7.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## **8. Severance**

8.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

8.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **9. Entire Agreement**

9.1 The Contract constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

9.2 Each Party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

9.3 Any typographical, clerical or other error in any sales literature, marketing materials, quotation, price list or other Document issued by US or contained on any part of the OUR website shall be subject to correction without any liability on the part of US. For the avoidance of doubt, OUR

brochure and other sales literature or marketing materials either appearing on OUR website or in printed form are not incorporated into and do not form part of the Contract.

9.4 Nothing in this Clause shall limit or exclude any liability for fraud.

## **10. Assignment**

10.1 YOU/YOUR Client may not assign, in whole or in part, YOUR rights under the Contract.

10.2 WE are entitled, upon giving 14 days written notice, to assign the whole or part of its rights under the Contract to another company where applicable.

10.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

## **11. No Partnership or Agency**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## **12. Rights of Third Parties**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties

## **13. Notices**

13.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Order Form, or as otherwise specified by the relevant party by notice in writing to the other party.

13.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Order Form or, if sent by pre-paid first-class post or recorded delivery, at 9:00am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

13.3 This Clause 13 shall not apply to the service of any proceedings or other documents in any legal action.

13.4 A notice or other communication required to be given under or in connection with the Contract shall be validly served if sent by email. If sent by email, it shall be deemed to be duly received at the time sent.

#### 14. Limitation Period, Governing Law and Jurisdiction

14.1 Notwithstanding any other provision of the Contract, no proceedings shall be commenced against US under the Contract more than 6 months after the event giving rise to the proceedings has occurred (save in the event of fraud or deliberate concealment by US).

14.2 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

14.3 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

#### 15. Overusage - Additional Power / Bandwidth / Data Transfer / Monthly Transfer

15.1 If YOU exceed the bandwidth / transfer limits set out for the servers and Services purchased then WE reserve the right to make additional charges for all usage above the permitted bandwidth / transfer per server and Services purchased at its then prevailing charge rate as published. WE will endeavour to notify YOU when YOUR bandwidth use exceeds the limits for the servers and Services Purchased, however it is YOUR responsibility to monitor the bandwidth being used from time to time using the Portal.

15.2 If YOUR server causes network issues for other customers in the rack, WE reserve the right to limit the amount of bandwidth / data transfer YOUR server can push through the network. This applies to all customers regardless including those paying for 1 Gbps port.

15.3 If YOU exceed the inclusive power limits set out for the Services purchased per Equipment then WE reserve the right to make additional charges for all usage above the permitted / inclusive power per Equipment / Services purchased at its then prevailing charge rate as published. It is YOUR responsibility to monitor the power being used by your Equipment.

#### 16. Complaints

In the unlikely event that you are not satisfied with our products and services, please complaints procedure and submit a [complaints form here](#), you may also contact us at [cs@mediablazehosts.coop](mailto:cs@mediablazehosts.coop)

Cancellation rights for Consumer contracts entered into on or after the 13th June 2014

Your initial rights to Cancel

Instructions for initial cancellation

1. When You first enter into a contract with US YOU have the right to cancel this contract within 14 days without giving any reason. This initial cancellation period will expire after 14 days from the day you first enter into the contract with us (conclusion of the contract).

2. To exercise the initial right to cancel, you must inform us at MediaBlaze Hosts, 31 Station Road, Charing, Ashford, Kent, TN27 0JA, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail).

3. You may use the attached model cancellation form, but it is not obligatory. You can also electronically fill in and submit the model cancellation form or any other clear statement on our website or by requesting cancellation of a service through your control panel. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) within 24 hours.

4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### **Effects of cancellation**

5. If you cancel this contract, we will reimburse to you all payments received from you. However, if you have requested that we start providing services to you during the 14 day cancellation period, on cancellation, you will pay us an amount which is in proportion to the cost of services which have been provided to you to that point.

6. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

#### **Cancellation after the initial cancellation period**

After the initial cancellation period if you wish to cancel YOU must inform the Billing Department at least 2 working days before YOUR billing date if YOU intend to cancel. Cancellation requests must be sent to [cs@mediablazehosts.coop](mailto:cs@mediablazehosts.coop) and a support ticket should also be raised. Failure to cancel in accordance with this clause will result in YOUR account being charged fees for one extra month.

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