

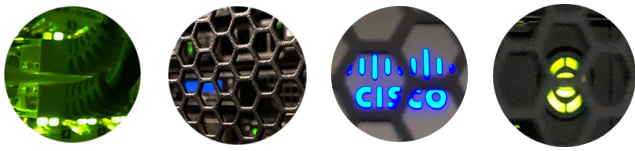


Hosting delivered with passion and expertise

Introducing a Service-focussed
Cloud hosting **partner**

Terms of Service

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POLICY SYNOPSIS

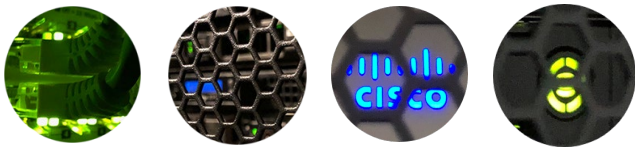
By accessing or using any Websites or Services operated by the Company, you acknowledge and agree that this Terms of Service Agreement as well our Acceptable Use Policy and/or any other legally binding Agreement FyfeWeb Ltd sees applicable, or any policy or Agreement ("Terms"), which governs your access or usage of FyfeWeb-Hosted Websites ("Sites" or "Websites"), server infrastructure, our network ("Systems"), emails, APIs and other online interfaces, products and Services (collectively referred to, henceforth, as the "Service" or "Services"). Services are operated, sold or otherwise provisioned to the Customer by FyfeWeb ("we", "us", "our", the "Company", "FyfeWeb Ltd", or "FyfeWeb Hosting").

You hereby represent and warrant that all customers, sub-accounts, (end) users and content under your Account and Service shall comply, in full, with our legal framework.

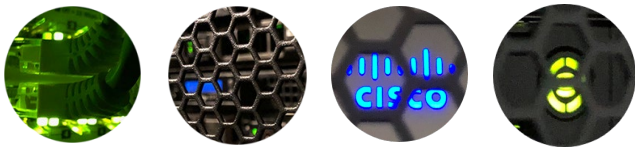
FyfeWeb Ltd is a company incorporated in England & Wales, with company registration number '12162548', whose registered head office address is 44 Ashfield Park, Whickham, Newcastle Upon Tyne, United Kingdom, NE16 4SQ.

DEFINITIONS

- (a) "Business Day" or "Working Day" means 9am to 5pm on any day which is not a Saturday, Sunday, Bank Holiday, Public Holiday or Corporation Day in England and Wales.
- (b) "Change in the Law" means any amendment in any law, enactment, order, regulation, legislation, directive, code of practice or other similar instrument occurring after the initial date of the Service/Contract which affects FyfeWeb, one of its service providers, partners etc.
- (c) "Charges", "Fees" or "Payment" means the amount payable by the Customer to FyfeWeb in respect of a Service or Charge (including any deposits, late payment fees or set-up charges) as more particularly described in the FyfeWeb Legal Framework and in relation to certain Services - including as to the frequency of Payment, the basis on which such Charges may be varied (which shall be in addition to any increases in accordance with our Payments clause).
- (d) "Commencement Date" means the date on which the Service is first available for use by the Customer, as notified to the Customer by FyfeWeb's team or FyfeWeb automated alerts or the day of execution of a contract.
- (e) A "Party" refers to any single applicable person or entity whom is generally referred to or involved in this Agreement (singular) and "Parties" refers to both more than one Party in this Agreement
- (f) "Confidential Information" shall mean without limitation, any and all information relating to any Party, entity or any other aspect of a Party's business and products - including operations, plans, market opportunities, Customers, knowhow (including designs, processes of production and technology), trade secrets, business methods, databases, and software disclosed to the other Party, whether in writing, orally or by any other medium and whether marked as confidential or not at the time of disclosure) and all other information which is or could reasonably be considered to be confidential to a Party whether by reason of its Content or the method of its disclosure.
- (g) "Account" refers to any Account which has been created or otherwise made available on Company operated Sites or systems, sometimes for the purpose to: procure Services, manage a partnership or an Account as part of our Client Area.
- (h) "Legal Framework" means all Legal Agreements (whether public or not) that apply to a Party. These are usually provided or made aware to the Customer prior to or on the Commencement Date and is located within internal FyfeWeb File Shares, as managed by FyfeWeb's Legal & Compliance Directorate, and the policies and Agreements located at <https://fyfeweb.com/legal>.



- (i) “Customer”, “User” or “Client” refers to the person or entity to whom FyfeWeb is to provide a Service as identified by any Purchase Orders, Invoices or Service Agreements.
- (j) “Affiliate” refers to FyfeWeb Users whom participates in commission-based sales activities.
- (k) “Partner” refers to an individual, Company or entity who is may be professionally associated with, owned by, or is a sister Company of FyfeWeb.
- (l) References may be made to or about any individual - including any natural person, corporation or unincorporated entity or company (whether or not having a separate legal personality) and that person’s representatives, successors or permitted assigns. References in this Agreement may be made to or about a Company, which includes any company, corporation or other corporate body, wherever and however incorporated or established. Unless the context requires a different interpretation: (a) words denoting the singular includes the plural and vice versa; (b) references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement; (c) a reference to a person includes firms, companies, government entities, trusts and partnerships; (d) the term ‘including’, ‘in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding such terms and does not exclude anything not listed; (e) “including” is understood to mean “including without limitation”; (f) reference to any statutory provision includes any and all modifications or amendments of it; (g) a reference to one gender shall include a reference to the other genders; (h) the headings and sub-headings do not form part of this Agreement



1.0 – CUSTOMER ACCOUNTS

(a) In order to provide a Service, a Party is required to create an Account in our Client Area, which must have current, accurate and relevant information at all times. This information includes but may not be limited to: full name, physical address, contact telephone number, contact email address and payment information.

The reason that it is required for Customers to provide and maintain current, accurate and relevant information under their Account (Client Area Account). This is required so that we can always process their Payments, ensure that we are able to contact You (and vice-versa), form a contract between the Customer and Company and where necessary and to provide a Service.

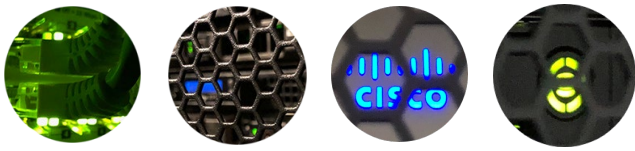
(b) All Parties must safeguard their Account and Services to the highest extent possible; ensuring that no-one other than authorised parties have access to any form of credential, API or access token and that they utilise the latest security features available within their Accounts, our software, and on their devices. FyfeWeb are not liable for any actions undertaken under any Account or Service under any circumstances – including the access, usage, destruction or processing of information (whether authorised or not) contained within their Account or Service. This applies regardless of who conducted any such actions.

2.0 – USE OF WEBSITES AND SERVICES

(a) Users have the ability to generate and upload text, links, information, graphics, photos, audio, videos, or other like materials (“Content”). We take no responsibility for any Content uploaded to or generated on the Service, nor do we expressly or implicitly endorse, support, control or guarantee the completeness, truthfulness, accuracy, or reliability of any information uploaded to or generated on the Service. By generating or uploading Content, you represent and warrant that you are solely responsible for the content and have all rights, power, and authority necessary to grant the rights to your Content contained within these Terms.

(b) Any name, text, link, information, graphic, photo, audio, video, other like materials, websites or software hosted using the Service must not contain anything that constitutes or could be construed as: (a) offensive or objectionable; (b) an infringement of copyright, intellectual property, trademark, trade secret, privacy, publicity or other rights or the good name of you or any third parties; (c) harmful to any form of computers system or network; (d) unlawful or illegal; (e) containing personal information, copyrighted, protected, pirated or stolen Content; (f) Hacked Materials; or (g) anything not previously listed that is protected by UK or international law. By using the Service, the Customer agrees that it does not represent or imply that the FyfeWeb endorses such actions, views or Content. The Customer accepts by using the Service that they shall hold FyfeWeb harmless (*see Section 18 of this Agreement for further information*) and that they are wholly liable and shall assume full responsibility for any Content transferred, stored, uploaded, posted, generated, published or otherwise made available via their use of the Service. Users are solely responsible for the Content created with, on or uploaded to the Service, they acknowledge that they may expose themselves to liability if they post or share Content without all necessary rights.

(c) The Service is not to be used for any unlawful purpose. Should the Company suspect or detect illicit activity under any Party’s Service or Account, we reserve the absolute sole right to suspend all Services and the Account in question with immediate effect and without refund. In the event of any Account or Service suspension or termination, we endeavour to notify the User when such a suspension or termination becomes effective, the reason behind our decision and any appeal information, if applicable.



(d) By visiting or using any Website or Service operated or provided by the Company, the User or visitor must agree not to reproduce, duplicate, copy or re-sell any part of our site(s). Violations will result in the immediate withdrawal of your right to use our Site, leaving you liable to civil or criminal liability, and may further result in the suspension or termination of Service. Furthermore, without written permission from the board of directors, the interference with, damage or disruption to any part of our Website; any software provided to the Company by a third-Party vendor, any compute or network infrastructure on which our Site is stored or accessed via or any software used in the development, publication or delivery of our website is strictly prohibited.

(e) Although we have no obligation to screen, edit, or monitor any Content uploaded to or generated on or via the Service, we may, in our sole discretion, delete or remove Content at any time and for any reason. The Company reserves the right to suspend, remove or otherwise terminate Service should Your use either be deemed as abuse or unreasonable at any time, during your use of the Service. For example, in the event that a specific Service (website, server etc.) is generating a significant amount of load on our (network or server) infrastructure we will take appropriate steps to mitigate, minimise or otherwise neutralise this, whether it be with or without the permission of the Customer.

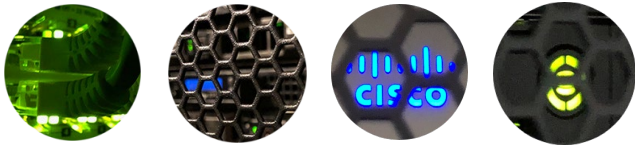
(f) Do not probe, scan or test for any vulnerabilities on any of our Services, servers, networks, Websites. The scope includes but is not limited to: all FyfeWeb, customer and supplier networks, Websites and infrastructure. Visitors, Customers and Users must not make attempts to decompile or reverse engineer any part of our Sites or Services in an effort to access or exploit such Services or Sites, nor to harm our network, its availability, or the reputation of our Company.

(g) When visiting, enquiring or requesting support from our team, communication methods made available to you must not be abused nor used for any other purpose for which they were designed to be used. Furthermore, our staff make every endeavour to assist you in any way they can, but abuse directed to staff is not tolerated.

(h) Pursuant to this Agreement, any usage or consumption of any Company Sites or Services outlines your acceptance to all terms and conditions contained within our Legal Framework and acceptance of any limitation or sanction administered by the Company to the Customer, User or Visitor due to a policy violation, the violation of UK or international Law, or any expressed actions or views which may affect the capacity or performance of the Company or our systems/network. Violations under any clause of any of our Agreements within our Legal Framework leave the offending Party liable to civil or criminal action to the maximum extent permitted by law.

(i) In an effort to continually assess and improve Customer satisfaction and the quality of support provided as well as to record and prevent, detect and report abuse aimed towards our staff, all telephone calls are subject to recording and support tickets logged may be anonymised, archived and reviewed at any time by our team – for training, safety and quality purposes.

(j) Any data or Content that you upload to the Service will always belong to you. We never own or sell your data. Backups, should they exist, may be requested at any time by the Customer in question, through an official Subject Access Request. These will be delivered to the Customer within twenty (20) working days. We reserve the right to deny requests or charge a fee for such requests should the User have had their Service terminated, violated our policies, the request(s) be manifestly unfounded and excessive or if no substantive data exists etc.



(k) Dependent upon the type of Service you purchase or which package you choose, you shall be issued with varying levels of network connectivity. Unless explicitly stated that your Services are provisioned on a ninety-fifth (95th) percentile basis, each Public Cloud Instance (“VPS”) is supplied with 10TB bandwidth per month and each Private Cloud Instance (“Dedicated Server” or “Bare-metal Infrastructure”) is supplied with 15TB bandwidth per month. Once this has been consumed, your network speed will be either be disconnected from the internet, charged on a per-TB basis or capped to 30Mbps. If this is the case, please contact us.

We reserve the absolute right to charge the Customer a fee or disconnect their network Services should their use of our network be used in a manner which has the potential to adversely affect other Users on the network or is deemed, by the Company, to be abuse/misuse.

(l) As a Company, we always welcome any suggestions or feedback. Any ideas, suggestions, and feedback about FyfeWeb or our Services that you provide to us are entirely voluntary, and you agree that FyfeWeb may use such ideas, suggestions, and feedback without notice, compensation or obligation to you in any number of copies, formats or way.

(m) Including but not limited to the storage, publication, referencing, distribution or hosting of Content, materials, knowledge, credentials or any other information or materials which is obtained through, including without limitation: security breaches, intrusions, unauthorised access or interception or access which exceeds given authorisation (i.e. from an insider) of a building, person, computer system, network or electronic devices (“Hacked Materials”), information which is deemed restricted, protected or confidential (“Confidential Information”) or information which is intentionally dishonest, untrue or manipulated (“Misinformation”) is strictly prohibited – whether in whole or in part. Any individual or entity whom acts in contravention to this, shall be subjected to Service termination with immediate effect.

3.0 – CUSTOMER RESPONSIBILITIES

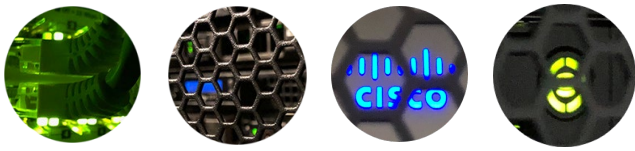
(a) By using the Services, Customers and Users warrant that all Content they store on our infrastructure or transfer across our network either belongs to the Customer or User or they have the explicit or lawful permission from the rightful owner to use such Content. We may request a copy of this permission should a copyright or infringement claim arise.

(b) Customers and Users represents and warrants that their use of our Websites and Services is not contrary to law, including without limitation applicable import or export controls, regulations and sanctions.

(c) Our Websites, Services and systems may enable our Customers and Users to share and publish Content to websites and to social media platforms. The Company is not responsible for what is shared or published to or via these systems.

(d) The Customer must comply with all Terms, Obligations and Agreements within our Legal Framework – at all times. You represent and warrant that all sub-Accounts, Users, reseller Customers and Content under your Account or Service are compliant. The Company reserves the right to suspend, cancel or terminate Accounts for non-conformance. We may make changes to our Legal Framework (<https://fyfeweb.com/legal>)

(d)The Customer or User agrees to pay FyfeWeb, in advance, in order for the Service to be rendered. Subsequent payments are due on the anniversary date of their respective plans term – either a monthly, quarterly or annual payment schedule. Customers agree that until and unless they notify us using the proper cancellation request system within our Client Area, all Services delivered to the Customer by the Company, are considered active, billable, and shall be billed on a recurring basis. They also agree that any overdue payments shall be subject to a reasonable late payment fee.



The Customer agrees that, for all quarterly or annual term schedules, recurring charges and renewals that are not cancelled at least 30 days before the next renewal date are considered active and billable. It is their responsibility to ensure that their payment and client information is up to date and that all invoices are paid on time.

The Customer is solely responsible for any charges made against any of their Payment Methods or Online Payment Accounts at any time and FyfeWeb Hosting reserves the right to bill their payment information, such as credit card or other payment information, we have on file. We are not responsible for any charges, costs or fees raised by the Customer or User's bank because of their Account being invoiced. FyfeWeb provides a discretionary grace period from the time invoices are generated. Services will be interrupted on Accounts that are three (3) to five (5) days past due. Service interrupted for non-payment will remain disconnected until the Account balance or due amount is paid in full. The Customer's Services risks termination, should full payment not be received after 7 days from the invoice due date. We are not responsible for any data lost due to Service termination.

(e) The Party is responsible for the security of their Account, website or Services, and for any misuse under their Service or Account (regardless of who conducted the inappropriate or prohibited activities). Therefore, the Customer or User must take steps to ensure that others do not gain unauthorised access to your Account or Service. In addition, they may not use their Service or Account to breach the security of another Account, website or System or attempt to gain unauthorised access to any system, network, site or server. Attempting to obtain another Customer or User's Account or Service password and similar actions or activities are strictly prohibited and may result in the termination of Services or Accounts or both, leaving the offender liable to criminal or civil prosecution. The Customer or User may not attempt to circumvent any User authentication or security of any host, network or Account. Users who violate such systems or network security may incur criminal or civil liability. We will cooperate fully with law enforcement investigations, hearings and enquiries in relation to violations of our Websites, systems or networks.

(f) We receive a certain number of requests to reset passwords for managed or specialist Services in which self-service resolution may not be an option. In order to protect our Customers and to uphold security, we request that Customers email any non-self-serviceable password reset requests to tickets@fyfeweb.com from the email address registered on the Account or Service which is affected. Our team will action your request in a timely manner and we kindly ask that Customers or Users call us to confirm their identity and receive their password. This is due to the likelihood of the message in question being subject to, including without limitation: loss, delay, interception, destruction or corruption. Sometimes Customers request that, after confirming their identity, we provide them their password in electronic format anyway. Should a Customer make such a request, they agree to make the request in writing and indemnify and hold harmless FyfeWeb and our directors, officers, employees, contractors and agents from and against all legal proceedings, damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind arising out of sending such a communication, which may contain a password (or any other credential or authentication information) at their instruction.

4.0 – WEBSITE HOSTING SERVICES

(a) Customers & Users retain any and all ownership rights they have in relation to their Content. When Content is created with or submitted to the Service, under all copyrights, trademarks, patents, trade secrets, privacy & publicity rights and other intellectual property rights, the Customer or User hereby grant Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sub-licensable licence to use, reproduce, transmit, print, publish, prepare, publicly display, exhibit, distribute, redistribute, copy, store,



index, comment on, modify, adapt, translate, create derivative works based upon, perform, publicly perform, make available as well as any and all like actions for such User Owned or Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with FyfeWeb Services and on any third-Party websites and platforms - such as Facebook, Instagram, YouTube and Twitter) and the usage or otherwise of Content which includes any name, image, depiction, username, voice, or likeness provided in connection with the Customer or User's Content in all media formats, in any number of copies and without limit as to time, manner and frequency of use, without further notice to the Customer or User, with or without attribution, and without the requirement of permission from or payment to the Customer or User or any other person or entity.

(b) The Customer or User may use the Services for lawful purposes only. Their use of the Services must not be contrary to any law, legislation, directive or regulation, including copyright or other intellectual property law or any actions that that can be deemed harmful, offensive, fraudulent or to transmit any data, send or upload any material that is harmful to computer systems or networks, including content which contains viruses, trojans, worms, keystroke loggers, adware, spyware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware are strictly prohibited. The Customer or User warrant that their use of the Service will not be used for the purpose of the sale of contraband, illegal items/activities or the harming or attempted harming of minors in any way.

(c) The Company reserves the right to suspend or terminate a Customer's or User's Service, for reasons which include but are not limited to: (a) outstanding invoices, (b) suspect, harmful or malicious Content stored, displayed, hosted or distributed under their Service, (c) malicious activities taking place under their Service or Account (i.e. Phishing etc.) or as a reseller Customer, one of their Customers is non-compliant with our Legal Framework.

The Company may, at its sole and absolute discretion and without prejudice to any action or right which it might have to terminate this Agreement or Service, elect to suspend forthwith provision of the Service until further notice – including in the event that the Company is obliged to comply with an order, instruction or request of a government entity or agency, law enforcement official or any other competent administrative authority, in which the Company's ability to provide the Service is hindered or restricted - or the Customer's ability to legally use the Service is rescinded.

(d) Email functionality may be provided and used by the Customer as part of their web hosting package. Should we determine or otherwise detect that this part of the Service is being abused or used excessively to send items which include but are not limited to: Unsolicited Bulk Emails (UBE), spam, phishing or viruses. We reserve the right to suspend, terminate or otherwise cancel your Service at our sole discretion.

(e) We enforce a stringent anti-abuse policy for all of our platforms and services. Should one of our Customer's websites become under significant load, whether through abuse or otherwise, in any capacity which has the potential to affect other Customers or Users, or that Customer's use of the Service is determined to be abusive or illegal, we reserve the absolute sole right to intervene, mitigate or otherwise neutralise any and all impacts by any means possible. We encourage anyone with concerns about a Customer using our Services, to get in touch with our Abuse Team as soon as they can.

(f) At any time, whether with advanced notice to the Customer or not, the Company reserves the right to perform maintenance on dedicated infrastructure or otherwise relocate, repurpose or replace equipment being used by the Customer. Should any harm be inflicted upon any Company Equipment – examples including but not limited to the deletion of necessary operating system files, accidental or intentional infection of their system by a virus or any other harmful piece of software or software which otherwise hinders the



proper functional operation of a computer system or network, will leave the Customer liable to Service suspension or termination, legal proceedings or additional charges and fees which are required in order to rectify any issues.

5.0 – VIRTUALISED CLOUD HOSTING (PUBLIC CLOUD/IAAS/VIRTUAL PRIVATE SERVERS/VPS)

(a) Customers & Users retain any and all ownership rights they have in relation to their Content. When Content is created with or submitted to the Service, under all copyrights, trademarks, patents, trade secrets, privacy & publicity rights and other intellectual property rights, the Customer or User hereby grant Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sub-licensable licence to use, reproduce, transmit, print, publish, prepare, publicly display, exhibit, distribute, redistribute, copy, store, index, comment on, modify, adapt, translate, create derivative works based upon, perform, publicly perform, make available as well as any and all like actions for such User Owned or Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with FyfeWeb Services and on any third-Party websites and platforms - such as Facebook, Instagram, YouTube and Twitter) and the usage or otherwise of Content which includes any name, image, depiction, username, voice, or likeness provided in connection with the Customer or User's Content in all media formats, in any number of copies and without limit as to time, manner and frequency of use, without further notice to the Customer or User, with or without attribution, and without the requirement of permission from or payment to the Customer or User or any other person or entity.

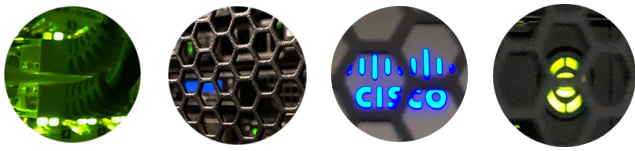
(b) We reserve the absolute sole right to conduct reasonable screening and background checks against any Customer in order to ascertain, predict or otherwise protect against fraud, abuse or misuse. If a Customer is subject to such screening, provisioning of Services may be delayed.

(c) The Company reserves the right to suspend or terminate a Customer's or User's Service, for reasons which include but are not limited to: (a) outstanding invoices, (b) suspect, harmful or malicious Content stored, displayed, hosted or distributed under their Service, (c) malicious activities taking place under their Service or Account (i.e. Phishing etc.) or as a reseller Customer, one of their Customers is non-compliant with our Legal Framework.

The Company may, at its sole and absolute discretion and without prejudice to any action or right which it might have to terminate this Agreement or Service, elect to suspend forthwith provision of the Service until further notice – including in the event that the Company is obliged to comply with an order, instruction or request of a government entity or agency, law enforcement official or any other competent administrative authority, in which the Company's ability to provide the Service is hindered or restricted - or the Customer's ability to legally use the Service is rescinded.

We are not responsible nor liable in any way for what a User chooses to do with their Service. We do not proactively monitor what Users do with their servers nor are we obliged to. We do not actively control, filter or limit the capability of any server. We take abuse of our network seriously and should nefarious, abusive or unlawful usage of the Service be reported to us through official channels, we will take immediate action to investigate and act accordingly.

(d) The Company reserves the right to suspend or terminate a Customer's or User's Service, should items included but not limited to the following non-exhaustive list: (a) outstanding invoices, (b) suspect, harmful or malicious Content stored, displayed, hosted or distributed under their Service, (c) malicious activities taking place under their Service or Account (i.e. Phishing etc.) or as a reseller Customer, one of their Customers is non-compliant with our Legal Framework.



The Company may, at its sole and absolute discretion and without prejudice to any right which it might have to terminate this Agreement or Service, elect to suspend forthwith provision of the Service until further notice – including in the event that the Company is obliged to comply with an order, instruction or request of a government entity or agency, law enforcement official or any other competent administrative authority, in which the Company's ability to provide the Service is hindered or restricted - or the Customer's ability to legally use the Service is rescinded.

(e) We enforce a stringent anti-abuse policy for all of our platforms and services. Should one of our Customer's instances become under significant load, whether through abuse or otherwise, in any capacity which has the potential to affect other Customers or Users, or that Customer's use of the Service is determined to be abusive or illegal, we reserve the absolute sole right to intervene, mitigate or otherwise neutralise any and all impacts by any means possible. We encourage anyone with concerns about a Customer using our Services, to get in touch with our Abuse Team as soon as they can.

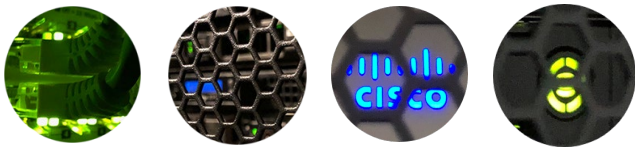
(f) At any time, whether with advanced notice to the Customer or not, the Company reserves the right to perform maintenance on dedicated infrastructure or otherwise relocate, repurpose or replace equipment being used by the Customer. Should any harm be inflicted upon any Company Equipment – examples including but not limited to the deletion of necessary operating system files, accidental or intentional infection of their system by a virus or any other harmful piece of software or software which otherwise hinders the proper functional operation of a computer system or network, will leave the Customer liable to Service suspension or termination, legal proceedings or additional charges and fees which are required in order to rectify any issues.

6.0 – DEDICATED HARDWARE & BARE-METAL INFRASTRUCTURE

(a) By purchasing, accessing or otherwise using FyfeWeb Dedicated Hardware & Infrastructure Services in any way, the Customer or Users acknowledge and agree that they have read, in-full, this Terms of Service Agreement and the remainder of our Legal Framework (which can be found at <https://fyfeweb.com/legal>). The Customer or User accepts and acknowledges that they are bound to all of the Terms of this Agreement, along with any new, additional Terms, conditions or policies that FyfeWeb may establish with all dedicated infrastructure Customers across our network.

(b) At any time, whether with advanced notice to the Customer or not, the Company reserves the right to perform maintenance on dedicated infrastructure or otherwise relocate, repurpose or replace equipment being used by the Customer. Should any harm be inflicted upon any Company Equipment – examples including but not limited to the deletion of necessary operating system files, accidental or intentional infection of their system by a virus or any other harmful piece of software or software which otherwise hinders the proper functional operation of a computer system or network, will leave the Customer liable to Service suspension or termination, legal proceedings or additional charges and fees which are required in order to rectify any issues.

(c) The Customer shall promptly pay in full and in advance for all dedicated infrastructure services. In the event of a Service cancellation request, a Customer agrees that they shall provide no less ten (10) days' notice of cancellation before their billing anniversary date – if cancellation request or billing dispute occurs after the allotted ten (10) days' notice period, the Service will be considered active and billable. All invoices are exclusive of value added tax and any other applicable sales tax or duty which shall be invoiced and payable at the then prevailing rate.



The Customer hereby acknowledges and agrees that its obligations to pay all amounts and charges due hereunder, and the rights of FyfeWeb Ltd to such payments shall be absolute, unconditional and irrevocable and shall not be affected by any circumstances of any character, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reductions, rescission, defence or other right or claim that Customer may have against the Company.

(d) The Customer agrees that they shall not, at any time, be entitled to any form of refund with respect to dedicated infrastructure services unless at the absolute, sole discretion of the Company.

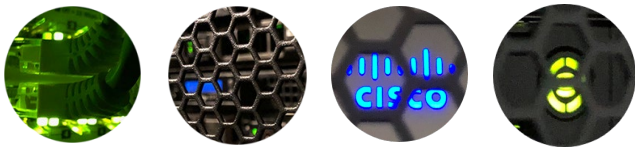
(e) At any and all times, FyfeWeb shall reserve the right to exercise the following, with respect to dedicated infrastructure Services:

- i. Without any notice to the Customer, increase or decrease the cost of the Service or add-ons used in conjunction with or as part of the Service
- ii. Invoice the Customer from fourteen days prior to the renewal date, unless specified in an alternative arrangement or Agreement
- iii. Reserve the right to suspend or disconnect any Services that have not been paid after more than five (5) days of their renewal date and the right to prohibit the Customer access their server or data if the Customer has overdue or outstanding invoices
- iv. Interest shall accrue on overdue invoices from the due date until payment at the rate of 5% in the first overdue week and at 1.5% per week there after up to a maximum of two (2) weeks, to which the Service will be terminated.
- v. Reserve to right to suspend Service from time-to-time in accordance with applicable SLA to carry out any necessary maintenance work to our Core Network or Service equipment.
- vi. In the event a suspension is implemented as a consequence of the breach, fault, act or omission of the Customer, the Company shall request payment to the Company, covering all reasonable costs and expenses incurred by the implementation of such suspension or recommencement of the provision of the Service and the Company may recover any other losses suffered as a result of such breach, fault, act or omission.

(f) The Company reserves the right to suspend or terminate the Customer or User's Service, should any of the items contained within this non-exhaustive list are either applicable or are otherwise true. This may include but not limited to: outstanding invoices, suspect, harmful or malicious Content stored, displayed, hosted or distributed under their Service, malicious activities taking place under their Service or Account (i.e. Phishing or Business Email Compromise (BEC)) or as a reseller Customer, one of their Customers is non-compliant with our Legal Framework. The Company may, at its sole and absolute discretion and without prejudice to any right which it might have to terminate this Agreement or Service, elect to suspend forthwith provision of the Service until further notice – including in the event that the Company is obliged to comply with an order, instruction or request of a government entity or agency, law enforcement official or any other competent administrative authority, in which the Company's ability to provide the Service is hindered or restricted - or the Customer's ability to legally use the Service is rescinded.

7.0 – REFUND POLICY

The Customer agrees that they shall not, at any time, be entitled to any form of refund with respect to any products or services.



8.0 – THIRD PARTIES

(a) Our Websites and Services may contain links to Websites which are external to FyfeWeb. This means that their Terms & Conditions and Privacy Policies will likely differentiate from the FyfeWeb Legal Framework; and we are not responsible nor Accountable for those websites, Policies and Agreements.

(b) Like all Companies, we use software which is provided by a third-Party vendor. As a result, FyfeWeb are not liable under any circumstances for any claims arising from your use of said software. (For further indemnification see our dedicated indemnification section of this Terms of Service Agreement.)

9.0 – OUR RIGHTS

We reserve the following rights, which we may exercise at any time and in our sole discretion and without liability or notice to the Customer or User: (a) we may change parts or all of the Services and their functionality; (b) we may suspend or discontinue parts or all of the Services; (c) we may terminate, suspend, restrict or disable the Customer or User's access to or use of parts or all of the Services; (d) we may terminate, suspend, restrict or disable access to the Customer or User's Account or parts, some or all of your websites; and (e) we may change our eligibility criteria to use the Services (and if such eligibility criteria changes are prohibited by law where the Customer or User resides, we may revoke their right to use the Services in that jurisdiction).

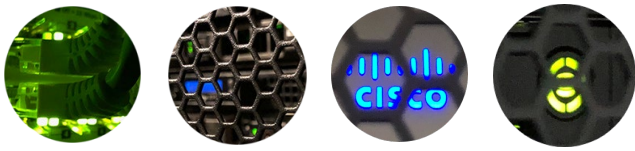
10.0 – INFRINGEMENT & COMPLIANCE

In the event a Customer or User is believed to be infringing copyright, patent, trademark, intellectual property or other rights, we endeavour to act swiftly to assess and verify each claim (including alleged Content) and act accordingly dependant of the outcome of the investigation. With respect to laws and regulations, we will always comply with copyright, patent, trademark and intellectual property laws and regulations and we respond to all complaints, especially about Content right infringements, in accordance with UK law - where possible. We respect the intellectual property of others and respectfully ask that our Customers and Users do too. We also reserve the right to delete, disable or otherwise remove Content alleged to be infringing, and to terminate the Service of repeat offenders, without refund.

11.0 – ABUSE

Any conduct or activity which attempts, intends or actually hinders, prevents, limits or otherwise precludes the ability for FyfeWeb to access, provide or maintain an operable level of Service is strictly prohibited. This includes but is not limited to: (Distributed) Denial of Service (DDoS) attacks, interference or disruption of other Users, Services or equipment is prohibited. It is the Customer's responsibility to ensure that their Service is configured in a secure manner. A Customer may not, through action or inaction, allow others to use our network for illegal or inappropriate actions. Unauthorised entry, access attempts, abuse or use of another entity or individual's software, hardware, electronic communications systems or networks, or telecommunications systems or networks- is strictly prohibited - and will leave you liable to civil or criminal action to the maximum extent permitted by law. We do not tolerate any User making attempts to access the Accounts or Services of others or otherwise (whether actual, accidental or intentional) penetrating security measures of other systems.

Any attempts to undermine or cause harm to any Company or other infrastructure is strictly prohibited and such actions will leave the Customer or User liable to civil or criminal action to the maximum extent permitted by law. We bear no responsibility for the usage of any Customer's Accounts or Service. Any Account or Service that abuses resources and actions are not taken to desist, calls for immediate deactivation without



any refund of any Payments made thus far. Any hosted Website using what we deem to be using excessive resources likely to cause disruption to other Websites or User may also be offered new Terms which may be made with or without notice to the Customer – in this instance.

12.0 – FRAUD

Use of FyfeWeb Services or Websites to make fraudulent offers to sell or buy products, items, or Services, or to advance any type of financial scam such as "Pyramid Schemes," "Ponzi Schemes," or "Chain Letters." Adding, removing or modifying identifying network header information to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames of non-existent people or aliases does not constitute as impersonation. Impersonation involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it. Any form of aliases or false names are not permitted and any Accounts that display information at the likes of that listed above will be subject to suspension.

13.0 – PAYMENTS

(a) The Services require payment or purchase in order for them to be rendered (known collectively as the "Services"). The Company reserves the right to amend the pricing of any Services offered by the Company at any time which may be made with or without notice to the Customer. Furthermore, add-ons such as domains, software licences, hosting control panels, Internet Protocol addresses, etc. may be licensed from third parties and therefore are subject to unannounced change.

(b) Without prejudice to any other right or remedy that FyfeWeb may have, if the Customer fails to pay FyfeWeb on the due date FyfeWeb may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England (or at a rate of 4% in the event that the base rate of that bank is less than zero), accruing on a daily basis, whether before or after any judgment.

(c) Company will register and manage such Services on the Customer's behalf, but it is their responsibility to ensure the correct name servers are provided for their domain to ensure availability. All domain registrations are non-refundable. The Customer, as the registrant of the domain name, are required to ensure correct WHOIS information is maintained at all times.

(d) To ensure uninterrupted Service, we and our payment processing partners automatically bill Customers for Services by establishing a Recurring Payment Profile from the date they submit their initial Payment and on each renewal period afterwards until cancellation via our Payment processor, PayPal or Stripe. The Customer's renewal period will be equal in time to the renewal period of their current subscription. For example, if a Customer is on a monthly subscription plan, each billable renewal period will be for one (1) calendar month. We'll automatically charge them the applicable amount using the payment method they have on file with us. Customers are solely responsible for maintaining and cancelling such payment profiles.

(e) Should a Customer contact their bank or credit card company to decline, chargeback or otherwise reverse the charge of any Payable items, charges or fees to us ("Chargeback"), we reserve the right to suspend, terminate or blacklist them from using our Services. If a Customer has a question about a payment made to us, we encourage you to contact our team before filing a Chargeback. We reserve our right to dispute any Chargeback.



(f) The Customer has the ability to choose from three payment schedules; month, quarterly and annually. Each payment schedule requires upfront payment and are not refundable after their first, forty-eight-hour (48) period. (Refunds do not apply to payment schedule renewals, since it will not be the first payment for the Payment schedule for that specific Service.)

14.0 – REFUSAL OF SERVICE

The Company reserves the absolute sole right to refuse, suspend, cancel or terminate Services at any time for any reason.

15.0 - COMPLAINTS

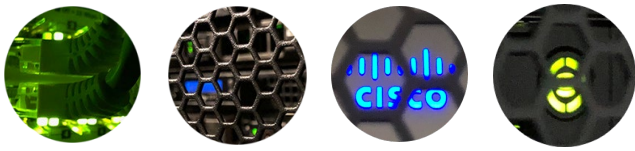
Complaints can be raised by contacting our team directly via email at: complaints@fyfeweb.com

We always endeavour to provide the utmost levels of Service. We promise to our Customers, that we will always be fair and reasonable and we'll do our best to ensure the level and quality of Service they receive is the best it can be. We also acknowledge that, at times, Customers or Users may feel that we have not met the standard we expect of ourselves and we have listed how anyone can resolve any concerns they may have regarding our Services. Informing us of when and why Customers or Users aren't more than satisfied with their Service gives us the chance to make things right in a respectful, prompt and transparent manner. We advise anyone with concerns to get in touch with us as soon as such concerns arise - conveying as much information as possible to our team. Once someone has raised or voiced their concerns, we will acknowledge that we have received their complaint and we'll do everything in our power to appropriately investigate such matters as promptly as we can. We aim to get issues fully resolved within ten (10) working days – keeping the complainant thoroughly updated during this process. If we are unable to remediate any complaint after this period of time, the Company may elect to extend this period, refer you to the vendor/manufacture or the Company may appoint an independent mediator or investigator to resolve any outstanding issues on our behalf. The Company reserves the absolute right to make final decisions.

16.0 – WARRANTY, LIABILITY AND DISCLAIMERS

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. FYFEWEB ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANYONE, FROM THE COMPANY, SHALL CREATE ANY WARRANTY OR CONSTITUTE AS ADVICE OR INSTRUCTIONS. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL: (A) BE TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) MEET ANYONE'S REQUIREMENTS OR EXPECTATIONS; OR (C) BE FREE FROM VIRUSES OR OTHER HARMFUL SOFTWARE OR COMPONENTS. THE COMPANY, HOWEVER, ENDEAVOURS TO PROVIDE THE SERVICES REASONABLE CARE.

(b) IN NO EVENT AND UNDER NO THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE, WILL FYFEWEB BE LIABLE TO YOU FOR ANY ACTIONS TAKEN ON OR UNDER THE CUSTOMER ACCOUNT(S) OR SERVICE(S), LOSS OF PROFITS, DATA, REVENUES, BUSINESS OPPORTUNITIES, ANTICIPATED SAVINGS OR ECONOMIC LOSS OF ANY KIND, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, SPECIAL DAMAGES (EVEN IF FYFEWEB PARTIES OR



ENTITITES WAS AWARE OF THE CIRCUMSTANCES IN WHICH SPECIAL DAMAGE COULD ARISE), PUNITIVE DAMAGES OR LOSS RESULTING FROM ANY CLAIM MADE BY ANY PARTY ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES, INCLUDING THOSE ARISING FROM OR RELATING TO CONTENT MADE AVAILABLE ON THE SERVICES THAT IS ALLEGED TO BE DEFAMATORY, OFFENSIVE, OR ILLEGAL. USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. IN RESPECT TO FYFEWEB SITES AND SERVICES, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO FYFEWEB, THE SERVICES OR OTHER MUST COMMENCE WITHIN THREE (3) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY PRECLUDED AND BARRED. IN NO EVENT WILL THE AGGREGATE LIABILITY OF FYFEWEB EXCEED THE GREATER VALUE OF THE MOST RECENT AMOUNT PAID BY YOU FOR THE SERVICES, GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF FYFEWEB PARTIES OR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

(c) Under certain circumstances, some jurisdictions don't permit the disclaimers in this clause, so they may not apply to you. However, the disclaimers apply to the maximum extent permitted by applicable law. You may have other statutory rights and nothing in this Agreement affects your statutory rights or rights under mandatory laws. The duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by applicable law.

(d) Each of the provisions contained in this Agreement shall be construed as being independent of each other and if any provision contained anywhere within this Agreement, or the Agreement between the Customer and FyfeWeb, is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to the limitations on liability, such determination shall not affect the validity of the remainder of the terms and conditions which shall continue in effect. The Websites and Services are operated and controlled from England and therefore this Agreement shall be construed in accordance with English Law and regardless of place of performance or Agreement execution and all Parties hereto, who enter this Agreement irrevocably submit to the exclusive jurisdiction of the English Courts.

17.0 - INDEMNIFICATION

To the fullest extent permitted by law, the Customer and Users agree to indemnify and hold harmless FyfeWeb, Affiliates and their directors, officers, employees, contractors and agents from and against all legal proceedings, damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to: (a) their breach of this Agreement; (b) their User Content, their websites and their eCommerce; (c) any claims by, on behalf of or against their end Users; (d) their violation of any law or regulation or the rights or good name of any third party. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees



PUBLIC DOCUMENT CONTROL

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