



Hosting delivered with passion and expertise

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

Terms of Service

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Policy Synopsis

This Terms of Service agreement ("Terms") governs your use of our websites ("Sites") and Services (the "Service") that are provisioned by FyfeWeb ("we", "us," "our", "the Company", "FyfeWeb Ltd", or "FyfeWeb Hosting"). By accessing, visiting, using or otherwise utilising FyfeWeb sites and/or Services you agree to all terms and policies within our Legal Framework – which houses agreements and policies including our Terms of Service and Acceptable Use Policy (Collectively, the "Agreement"). All of which, can be found at our Legal, Privacy & Trust Centre (<https://fyfeweb.com/legal>)

Key Definitions

- "Business Day" means 9am to 5pm on any day which is not a Saturday, Sunday or Bank or other Public Holiday in England and Wales.
- "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 Contract affecting FyfeWeb.
- "Charges", "Fees" or "Payment" means the amount payable by the Customer to FyfeWeb Ltd. in respect of each 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)
- "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.
- "Processing Date" means the date that the order was placed and processed by our team.
- "The Parties" refers to both the Customer & FyfeWeb whom henceforth are entering into the FyfeWeb Legal Framework (or otherwise referred to as the "Agreement")
- "A Party" refers to an applicable person or entity whom is generally referred to in this Agreement
- "Confidential Information" means all information relating to a 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.
- "Account" or "the Account" refers to any Account which has been created or otherwise made available as part of the Service or as part of our Client Area.
- "Contract", "Legal Framework" or "Agreement" means all Legal Agreements (whether public or not) that apply to the Customer in question.
- "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.
- "Consumer Affiliate" refers to a FyfeWeb Customer whom participates in commission-based sales.
- "Corporate Affiliate" refers to a individual, Company or entity who is may be professionally associated with, owned by, or is a sister Company of FyfeWeb.



1.0 – Customer Accounts

1.1 – Account Creation

In order to purchase the Services, the Customer is required to create an Account which must have current, accurate and relevant information on said Account in order for the Company to provide a Service to the Customer. This information may include, but is not limited to: full name, postal address, contact telephone number and contact email address.

1.2 – Account Safeguarding

Please safeguard your Account to the highest extent possible. Ensure that no-one other than yourself or authorised parties have access to any credential, API or access tokens and that you utilise the latest security features available within your Account and on your devices. FyfeWeb Ltd are not liable for actions undertaken by your Account under any circumstances – regardless of who conducted such actions

1.3 – Maintaining Information

It is imperative that you provide and maintain current, accurate and relevant information under your Account so that we can always process your Payments, ensure that you can contact (and vice-versa) and to provide a Service.

2.0 – Use of our Sites and Services

2.1 - User Content

The Site or server hosted using the Service must not contain content that constitutes any of the following: (a) offensive or objectionable; (b) infringement of copyright, intellectual property, trade secret, privacy, publicity or other rights or the good name of you or third parties; (c) harmful to any form of computers system or network; (d) unlawful or illegal; or (e) contains personal information, copyrighted, pirated, stolen content or any further items not previously listed that is protected by UK law. By using the Service, the Company does not represent or imply that the Company endorse such actions, views or content. The Customer accepts by using the Service that they are liable for any content that is transferred, stored, uploaded, posted, published or otherwise made available via their use of the Service as well as any events and/or actions that occur or are undertaken under their Account(s).

2.3 – Unlawful Use

The Service is not to be used for any illegal purpose. Should the Company suspect or detect illicit activity under the Service or Account we reserve the right to suspend your all Services under 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 effective and the reason behind our decision.

2.4 – Service or Site Abuse

The Company reserves the right to suspend, remove or otherwise terminate your 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 (network and/or server) infrastructure we will take appropriate steps to mitigate, minimise or otherwise neutralise this.

2.5 - System & Network Security

Do not probe, scan or test for any vulnerabilities on any of our Services, servers, networks, websites. The scope of this includes every Service, system, server and/or network provisioned by FyfeWeb Ltd.



Visitors/Customers/Users must not make attempts to decompile or reverse engineer any part of our Sites and/or Services in an effort to access such Services or Sites, nor to harm our network, its reputation, or the reputation of our Company.

2.6 – Site Communication & Staff Abuse

When visiting, enquiring or requesting support from our team, communication mediums made available to you must not be abused nor used for non-legitimate purposes. Likewise, our staff make every endeavour to assist you in any way they can, but abuse directed to staff is not tolerated.

2.7 – Service Sanctions & Limitations

As per this Agreement, any use or consumption of our websites and Services outlines your acceptance to any limitation or sanction administered by the Company to the Party 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 and/or our systems/network. Violations under any clause of any of our Agreements within our Legal Framework lead the offending party liable to civil or criminal action to the maximum extent permitted by law.

2.8 – Support Communications

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

2.9 – Your Content & Information

Any data you upload to the Service always has and always will belong to you. We never own nor claim to own any data at any time during your use of our Services. Data backups, should they exist, can be requested at any time, and they will be delivered to the Customer within twenty (20) working days. We reserve the right to deny requests should the user have had their Service terminated, such a request could be deemed overly strenuous or if such backups are non-existent.

2.10 – Network Usage & 95th Percentile

Depending on what type of Service you purchase and which package you choose, you shall be issued with varying levels of network connectivity speeds. Regardless of the speed you are allocated, we do not throttle these speeds at any time. We offer Services and we calculate sustained usage on a ninety-fifth (95th) percentile basis. 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.

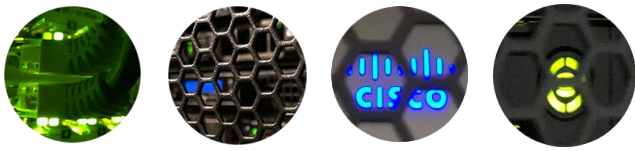
3.0 – Your Responsibilities

3.1 – Content Usage

Your use of the Services declares that all content stored on our infrastructure, transferred across our network either belongs to you or you have the explicit permission from the rightful owner to use such content. We may request a copy of this permission should a copyright or infringement claim arise.

3.2 – Abide by the law

You represent and warrant your use of our Services is not contrary to UK or International Law, including without limitation applicable import or export controls, regulations and sanctions.



3.3 – Sharing Responsibility

Our Services and systems can 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.

3.4 – Compliance with the FyfeWeb Legal Framework

You must comply with all terms 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 is compliant. The Company reserves the right to suspend, cancel or terminate Accounts that are non-conformant. It is also your responsibility to remain updated with any minor changes that may occur across our Legal Framework at any time.

3.5 – Payments

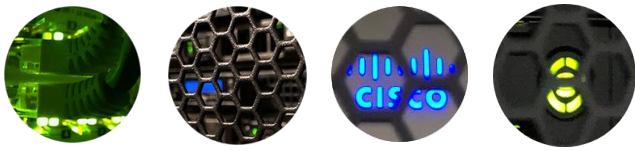
You agree to pay FyfeWeb Hosting in advance for the Service(s) to be rendered. Subsequent payments are due on the anniversary date of your plans term – whether it be a monthly, quarterly or annual payment schedule. You agree that until and unless you notify us using the proper cancellation request system in our client area, all Services delivered to the Customer by the Company, are considered active, billable, and will be billed on a recurring basis. The Customer agrees to all annual and longer-term recurring charges that are not cancelled at least 30 days before the next renewal date. It is your responsibility to ensure that your payment 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 Accounts at any time and FyfeWeb Hosting reserves the right to bill your credit card and/or other payment information on file. We are not responsible for any fees raised by your bank because of your Account being invoiced. FyfeWeb Hosting provides a 3-day grace period from the time invoices are generated. Service will be interrupted on Accounts that are 5 days past due. Service interrupted for non-payment will remain disconnected until the account balance or contract term 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.

3.6 – Security

You are responsible for the security of your Account, the Service (should the Service in question be unmanaged) and for any misuse under your Service and/or Account, regardless of who conducted the inappropriate or prohibited activities. Therefore, you must take steps to ensure that others do not gain unauthorised access to your Account. In addition, you may not use your Account to breach the security of another account or attempt to gain unauthorised access to another system, Company, network or server. Attempting to obtain another user's Account password and/or similar actions or activities are strictly prohibited and may result in termination of Service leading you liable to criminal or civil prosecution. You 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 of violations of systems or network.

3.7 – Password Resets

Like every Company, we receive a number of requests to reset passwords for Services in which self-service resolution may not be an option, on a regular basis. In order to protect our Customers, uphold security and confirm identity, we request that Customers email any non-self-serviceable password reset requests to tickets@fyfeweb.com from the email address registered on your client account or Service which is affected. Our team will action your request and we kindly ask that you call us to receive your



password – due to the likelihood of the message in question being subject to interception, destruction or corruption. Sometimes, our clients request - after confirming their identity – that we provide them their password in writing. Should a client make such a request, they agree to indemnify and hold harmless FyfeWeb 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 arising out of sending such a communication, which may contain a password upon their instruction.

4.0 – Web Hosting Services

4.1 – Featured Websites & Content

We may choose to feature your Site(s) either on a Customer section of our website, our social media accounts or include you, the Customer, in Company-written case studies. We do not claim ownership of your content that you post on or through the Service. Instead, when you share, post, or upload content that is covered by intellectual property rights (like photos, videos or websites etc.) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content. You can end this license anytime by deleting your Content, Service or Account. You waive any claims against us relating to any moral rights, artists' rights or any other similar rights worldwide that you may have in or to your Site(s) or names, trademarks, service marks or logos on your site(s) and any right of inspection or approval of any such use.

4.2 – Lawful Purposes

You may use your hosting Services for lawful purposes only. Your use of our Services must not breach any applicable (local) domestic or international law, legislation, directives or regulations, including copyright or other intellectual property law or any actions that that can be deemed fraudulent or to transmit any data, send or upload any material that 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. Furthermore, you warrant that your use of the Service must 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.

4.3 – Service Suspension & Termination

The Company reserves the right to suspend or terminate your hosting Service should any of the items included, but not limited to: (Note: this list is not exhaustive nor is it a complete list of reasons a subscription may be suspended): Overdue on payment, suspect/malicious content that is stored/displayed/distributed under your Account and malicious activities taking place under your Service and/or Account (i.e. Phishing). The Company reserves the right to suspend/terminate accounts in our absolute sole discretion and we reserve the right identify what is suspect or malicious. Sanctions for Web Hosting Service violations include service suspensions, service terminations or a prohibition order - which prohibits you from purchasing a Service from us at any time in the future. The Company may, at its sole 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 in the event that the Company is obliged to comply with an order, instruction or request of a government entity or agency, an emergency service organisation or other competent administrative authority, which affects its ability to provide the Service.



4.4 – Mail Services

Email functionality is provided as part of web hosting packages. Should we determine or otherwise detect that this Service is being abused to send items which include but aren't limited to; Unsolicited Bulk Emails (UBE), spam, phishing, viruses etc. – we reserve the right to suspend, terminate or otherwise cancel your Service at our sole discretion.

4.5 – Anti-Abuse

Since web hosting Services can be used by multiple customers, we enforce an even more stringent anti-abuse policy. Should one of our web hosting servers become under significant load in any capacity due to a specific Customer, which affects other users, we reserve the sole right to intervene by any means. This includes, domain-level intervention via the use of services such as Cloudflare, Akamai, CloudFront or Fastly, a server dedicated to the affected customer or a Service suspension/termination/cancellation. We encourage anyone with concerns about a Customer using our Services, to get in touch with our Abuse Team.

5.0 – Virtualised Cloud Hosting (VPS)

5.1 – Featured Websites & Content

We may choose to feature your or your Customer's Site(s) either on a Customer section of our website, our social media accounts or include you, the Customer or your Customer, in Company-written case studies. We do not claim ownership of your content that you post publicly on or through the Service. Instead, when you publicly share, post, or upload content that is covered by intellectual property rights (like photos, videos or websites etc.) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content. You can end this license anytime by deleting your Content, Service or Account. You waive any claims against us relating to any moral rights, artists' rights or any other similar rights worldwide that you may have in or to your Site(s) or names, trademarks, service marks or logos on your site(s) and any right of inspection or approval of any such use.

5.2 – Provisioning

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

5.3 – Usage

You may use your virtualised cloud hosting Services for lawful purposes only. Your use of the Services must not breach any applicable (local,) national or international law or regulation, including copyright or other intellectual property law. Any actions that that can be deemed fraudulent or to transmit any data, send or upload any material that 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, hardware or network are strictly prohibited. Furthermore, you warrant that your use of the Service must 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. We are not responsible nor liable for what a user chooses to do with a server provided by FyfeWeb Ltd. We do not proactively monitor what users do with their servers nor do we actively control or limit the capability of any server.



5.4 - Service Suspension & Termination

The Company reserves the right to suspend or terminate your hosting Service should any of the items listed below, which include but not limited to: (Note: this list is not exhaustive nor is it a complete list of reasons a subscription may be suspended): Overdue on payment, suspect/malicious content stored/displayed/distributed under the Service or Account, Legal/Abuse Reports about the Customer's use of the Service and malicious activities taking place under the Customer Account/Service. The Company reserves the right to suspend/terminate accounts in our absolute sole discretion and we reserve the right identify what is suspect or malicious. The Company may, at its sole 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 in the event that the Company is obliged to comply with an order, instruction or request of a government entity or agency, an emergency service organisation or other competent administrative authority, which affects its ability to provide the Service.

5.5 - Anti-Abuse

We enforce a stringent anti-abuse policy for our cloud hosting platform. Should one of our Customer's instances become under significant load in any capacity which has the potential to affect other users, we reserve the absolute right to intervene and mitigate or otherwise neutralise impacts by any means possible. We encourage anyone with concerns about a Customer using our Services, to get in touch with our Abuse Team.

6.0 – Web Hosting Services Reseller

6.1 – Featured Websites & Content

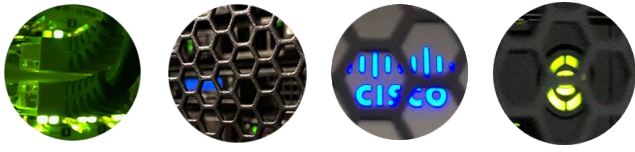
We may choose to feature your or your Customer's Site(s) either on a Customer section of our website, our social media accounts or include you, the Customer or your Customer, in Company-written case studies. We do not claim ownership of your content that you post on or through the Service. Instead, when you share, post, or upload content that is covered by intellectual property rights (like photos, videos or websites etc.) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content. You can end this license anytime by deleting your Content, Service or Account. You waive any claims against us relating to any moral rights, artists' rights or any other similar rights worldwide that you may have in or to your Site(s) or names, trademarks, service marks or logos on your site(s) and any right of inspection or approval of any such use.

6.2 – Lawful Purposes

You may use your hosting services only for lawful purposes. Your use of our Services must not breach any applicable (local,) national or international law, legislation or regulation, including copyright or other intellectual property law. Any actions that that can be deemed fraudulent or to transmit any data, send or upload any material that 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. Furthermore, you warrant that your use of our services must not be used for the purpose of harming or attempting to harm minors in any way.

6.3 – Service Suspension & Termination

The Company reserves the right to suspend or terminate your hosting Service should any of the items included, but not limited to: (Note: this list is not exhaustive nor is it a complete list of reasons a subscription may be suspended): Overdue on payment, suspect/malicious content that is



stored/displayed/distributed under your Account and malicious activities taking place under your Account (i.e. Phishing). The Company reserves the right to suspend/terminate Accounts at its sole discretion and we reserve the sole right identify what is suspect or malicious. The Company may, at its sole 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 in the event that the Company is obliged to comply with an order, instruction or request of a government entity or agency, an emergency service organisation or other competent administrative authority, which affects its ability to provide the Service.

6.4 – Mail Services

Email functionality is provided as part of your hosting package, should we determine or otherwise detect that this service is being abused to send items which include Unsolicited Bulk Email (UBE), spam, viruses etc. – we reserve the right to suspend, terminate or otherwise cancel your Service at will.

6.5 – Anti-Abuse

Since some of our web hosting Services are used by multiple customers, we enforce an even more stringent anti-abuse policy. Should one of our Web Hosting Servers become under significant load in any capacity which affects other users, we reserve the right to intervene by any means. This includes, domain-level intervention via the use of Services which include but are not limited to Cloudflare, Akamai, CloudFront, Fastly etc, a server dedicated to the affected customer or a Service suspension/termination/cancellation. We encourage anyone with concerns about a Customer using our Services, to get in touch with our Abuse Team.

7.0 – Dedicated Hardware & Infrastructure Services

By purchasing Dedicated Services, you acknowledge and agree that you have read this clause, agreement and the remainder of our Legal Framework in full and understand that you are bound to all of the terms of this agreement, along with any new, additional terms, conditions or policies that FyfeWeb Ltd. may establish with all dedicated infrastructure customers across our network.

7.1 – Equipment

At any time, with advanced notice to the Customer, the Company reserves the right to perform maintenance on dedicated services and/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 item that harms or otherwise hinders the functional operation of a computer system or network will leave the Customer liable to Service suspension, legal proceedings and/or additional charges.

7.2 – Payments & Billing

The Customer shall promptly pay for dedicated Services in-full and in the event of a Service cancellation request, a Customer agrees that they shall provide no less three (3) days' notice of cancellation before their billing anniversary date – if cancellation request or billing dispute occurs after the allotted three (3) 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.

7.3 – Refunds

Under no circumstances, shall the Customer be entitled to any form of refund in relation to dedicated infrastructure Services unless at the absolute, sole discretion of the Company.

7.4 – Company Rights in Relation to the Service

At any and all times, FyfeWeb shall reserve the right to exercise the following, in relation to dedicated infrastructure services:

- Without immediate notice to the Customer, increase or decrease the cost of the Service and/or add-ons used in conjunction with or as part of the Service
- Invoice the Customer from fourteen days prior to the renewal date, unless specified in an alternative arrangement or agreement.
- Reserve the right to suspend or disconnect any Services that have not been paid after more than seven (7) 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
- 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 four (4) weeks, to which the service will be terminated.
- Reserve to right to suspend a Service from time-to-time in accordance with applicable SLA to carry out any necessary maintenance work to our Core Network or Service equipment.
- 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 and/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.

8.0 – Refund Policy

8.1 – Web Hosting

All Web Hosting packages are eligible for service credit within 48 hours of their time of purchase or otherwise at the sole discretion of the Company.

8.2 – Reseller Web Hosting

All Reseller Web Hosting packages are eligible for service credit within 48 hours of their time of purchase or otherwise at the sole discretion of the Company

8.3 – Virtualised Cloud Hosting (Linux)

All Linux VPS are eligible for service credit within 48 hours of their time of purchase or otherwise at the sole discretion of the Company

8.4 – Virtualised Cloud Hosting (Windows)

All Windows VPS servers are eligible for service credit within 48 hours of their time of purchase or otherwise at the sole discretion of the Company



8.5 – Longer-Term Payment Schedules Refunds

Unless the refund is requested in writing, via our Service cancellation system, within the first forty-eight (48) hours after the first payment. Regardless of how far in advance the customer has paid – the Customer is not eligible for refund after the initial forty eight-hour period. As stated in Section 3.5, it states that the Customer must cancel such Services with at least thirty-days (30) prior notice to such renewal otherwise they commit to another set period of commitment; every one (1) month, three (3) months or every twelve (12) months.

9.0 – Third Parties

9.1 – Links & Services

Our websites and Services may contain links to websites which are externally managed. This means that their Terms & Conditions & Privacy Policies will differentiate from the FyfeWeb Legal Framework; and we are not responsible nor accountable for those sites and Agreements.

9.2 – Software

We may use software which is owned or provided by a third-party vendor or Company. As a result, FyfeWeb are not liable for any claims arising from your use of the software. (For further indemnification see our dedicated indemnification section of this Terms of Service Agreement.)

10.0 – 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 you: (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 your access to or use of parts or all of the Services; (d) we may terminate, suspend, restrict or disable access to your 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 you live, we may revoke your right to use the Services in that jurisdiction).

11.0 – Infringement Compliance

In the event a User is believed to be infringing upon any copyrighted or trademarked content, we will act to verify the claim and alleged content and will act accordingly depending upon the outcome of the investigation. In regards to laws and regulations, the Company will always comply with copyright, patent and trademark laws and regulations and we respond to all complaints about copyright infringements in accordance with the applicable UK laws where possible. We respect intellectual property of others and ask that our users also respect them too. We also reserve the right to delete, disable or otherwise remove content alleged to be infringing, and to terminate the Accounts of repeat offenders, without refund.

12.0 – Abuse: Continued

Any activity which hinders the ability of other people or systems to use any of our Services or other internet Services is strictly prohibited. This includes but is not limited to "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, Services or equipment is prohibited. It is the client's responsibility to ensure that their server 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 and/or use of another company and/or individual's computer system will result in immediate account termination. We will not tolerate any subscriber



attempting to access the Accounts of others or penetrate security measures of other systems. Furthermore, any attempts to undermine or cause harm to any company servers or customer of ours is strictly prohibited and such actions will lead you liable to civil or criminal action to the maximum extent permitted by law. We hold no responsibility for the use of our Customer's accounts. Any account that abuses resources and actions are not taken to desist, calls for immediate deactivation without any refund of Payments made thus far. Any hosted website using what we deem to be using excessive CPU cycles or any resources that cause strain to other sites may also be offered new terms which may be made with or without notice to the Customer. Use of our Services to access, or to attempt to access, the Accounts of others, or to penetrate, or attempt to penetrate, security measures of our or another entity's computer software or hardware, electronic communications system, or telecommunications system is strictly prohibited and will lead you liable to civil or criminal action to the maximum extent permitted by law.

13.0 – Fraud

Use of our Service 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," and/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.

14.0 – Payments

14.1 – Services & Subscriptions

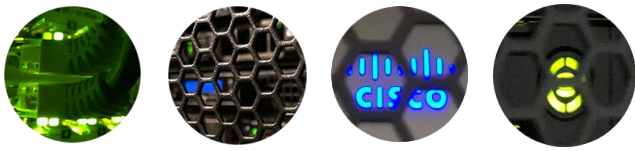
Our Services require Payments in order for them to be rendered (known collectively as the "Services"). The Company reserves the right to amend the pricing of any Services offered by the Company at any time which may be made with or without notice to the Customer. Furthermore, add-ons such as domains,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

14.2 – Domain Name Registrations

FyfeWeb Ltd. will register and manage such Services for you on your behalf, but it is your responsibility to ensure the correct name servers are provided for your domain to ensure availability. All domain registrations are non-refundable. You, as the registrant of the new domain, are required to ensure correct WHOIS information is maintained always.

14.3 – Automatic Payment Subscriptions

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



14.4 – Payment Interference

Should you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge of any Payable items or fees to us (“Chargeback”), we reserve the right to suspend or terminate the Service. If you have questions 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.

14.5 – Payment Schedules

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.)

15.0 – Refusal of Service

The Company reserves the absolute, sole right to refuse, suspend, cancel or terminate Services at any time – at our sole discretion.

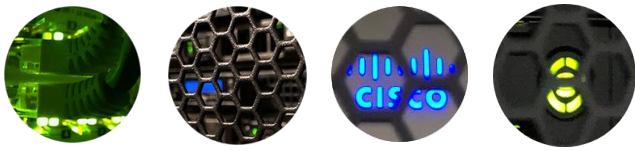
16.0 Complaints

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

We always endeavour to provide the highest levels of Service regardless of who is raising a complaint. 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 you receive is the best it can be. We also acknowledge that, at times, you may feel that we have not met the standard we expect of ourselves and we have listed how you can resolve any concerns you may have regarding our Services.

Informing us of when and why you aren’t more than satisfied with the 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. Should we receive more than one complaint from you in a single six-month period, the Company may elect to get in contact with you on a more frequent and proactive basis, in an attempt to resolve any current or future issues either before they arise or before they affect the quality of Service, hold a meeting with you or your designated contact, refer you to the vendor/manufacturer or the Company may appoint an independent mediator or investigator to ensure your issue is resolved on our behalf. The Company maintains the absolute right on decision-making in terms of complaints.

Once you have raised or voiced your concerns, we will acknowledge that we have received your 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 you thoroughly updated during this process. If we are unable to remediate such complaints after this period of time, the Company may elect extend this period, refer you to the vendor/manufacturer or the Company may appoint an independent mediator or investigator to resolve any outstanding issues on our behalf. The Company maintains the absolute right on decision-making in terms of complaints.



17.0 – Warranty Disclaimers

17.1 – Disclaimer

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 “as available”. 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 you 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 your requirements or expectations; or (c) be free from viruses or other harmful components. However, the Company will endeavour to provide the Services with reasonable care.

FyfeWeb is not responsible for the following liabilities, which include but are not limited to:

- Loss of profits, data, revenues, business opportunities, goodwill, or anticipated savings; or
- economic loss of any kind whatsoever
- Special, indirect or consequential loss; or
- Punitive damages; or
- loss resulting from any claim made by any third party

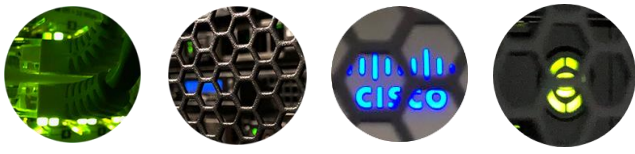
FyfeWeb’s total liability to the customer arising out of all legal proceedings, damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind including reasonable attorneys’ fees and costs is one hundred pounds (£100) or the cost of one month’s invoice for the affected Service – the sole discretion, is with FyfeWeb.

17.2 – Exceptions

Under certain circumstances, some jurisdictions don’t permit the disclaimers in clause 17.1, 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.

18 - Indemnification:

To the fullest extent permitted by law, you 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) your breach of this agreement; (b) your user content, your sites and your eCommerce; (c) any claims by, on behalf of or against your end users; (d) your 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



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