

# Terms of Service

## The legal basis of our relationship

Our "Terms of Service" is one of the main parts of our Service Agreement with you. It forms the legal basis for our relationship, and it is designed to protect both your rights and our rights in law. It is written in plain English to be as easy to understand as we can make it, and it is important that you understand what is written here before you place your order. If you have any questions about our Terms of Service, please contact us.

### 1. Definitions and Interpretations

The interpretation and construction of this Service Agreement shall be subject to the following provisions:

1. "Terms of Service" refers to the clauses in our Terms of Service.
2. "Acceptable Use Policy" refers to the clauses in our [Acceptable Use Policy](#).
3. "Privacy Policy" refers to the clauses in our [Privacy Policy](#).
4. "Shared Hosting Refund Policy" refers to the clauses in our [Shared Hosting Refund Policy](#).
5. "Mass Email Policy" refers to the clauses in our [Mass Email Policy](#).
6. The "Service Agreement" may be also be referred to as the "Agreement".
7. Rackteam is a trading style of Network Online Limited, and the name is licensed from Rackteam Limited.
8. In this Service Agreement "you" and "your" refer to each customer or account and all users of that account including end users, employees, agents, subcontractors, or affiliates.
9. In this Service Agreement, "we", "us" and "our" refer to Network Online Limited and the trading style Rackteam.
10. The "minimum contract period" or "contract period" is equivalent to the period of prepayment for a service.
11. A "connected third party" is a person, company, or agent that we have subcontracted, engaged, or who we are associated with, to provide services or resources on our behalf. They may not be a signatory to this agreement but we may take responsibility for their actions as if these actions were carried out by us in accordance with the clauses within this document.

12. An "unconnected third party" is a person or company who is not party to this Agreement and does not have any right under or in connection with it.
13. A "consumer user" is an individual who has bought or is using our services who is acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.
14. A "business user" is a partnership, corporation, organisation, or enterprise engaged in commercial, industrial, or professional activities who has bought or is using our services, or an individual who has bought or is using our services who is acting for purposes which are wholly or mainly that individual's trade, business, craft or profession.
15. A "resource" is a constituent or specific feature of our overall service and supply to you.
16. The prices quoted in our web site do not include VAT unless the price being shown is specifically identified as including VAT.
17. Words importing the singular meaning include where the context so admits the plural meaning and vice versa.
18. Reference to a Clause is a reference to a paragraph within a Condition unless stated otherwise.
19. References to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument.

## 2. Policy Descriptions

1. Our **Terms of Service** cover the general conditions relating to the contract such as our supply, how to place an order, our liability, the payment terms, cancellation, and other conditions.
2. Our **Acceptable Use Policy** provides guidance on what we consider to be acceptable use of our services by you.
3. Our **Privacy Policy** explains our commitment to your privacy and how we deal with your personal data.
4. Our **Shared Hosting Refund Policy** explains our 14-day refund policy for all shared hosting accounts and how it works.
5. Our **Mass Emailing Policy** covers some specific points relating to the supply and use of Mass Emailing accounts.
6. Our **Complaints Policy** tells you how to make a complaint and how we will deal with it.

### 3. **Entire Agreement**

This Service Agreement constitutes the entire agreement between us and supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misinterpretation. This Agreement shall apply to all additional products and services that you purchase from us whether or not you complete the acceptance process with respect to additional products and services.

### 4. **Variation of Terms or Conditions in this Agreement**

1. We intend to rely upon the written terms and conditions set out in this Service Agreement. If you require any changes, please make sure you ask for these to be put in writing before you place your order. In that way, we can avoid any problems surrounding what we and you are expected to do.
2. You should not rely on promises or claims written or verbally made by anyone other than us, and you must request that any verbal promise or claim made to you by us is given in writing to you before you order or start to use our services. In the absence of any written variation to our terms and conditions we will be relying on the written terms and conditions set out in this Service Agreement.

### 5. **Order Process**

1. All orders are subject to your acceptance of our Service Agreement.
2. When you place an order with us via our web site, by telephone, or by email, you will be sent an email from sales@network-online.co.uk confirming the details of your order, the price to be paid, the duration of our contract, and its automatic renewal if appropriate. Attached to this email, in PDF format, will be a copy of our Terms of Service, our Acceptable Use Policy, our Shared Hosting Refund Policy, and details on how to cancel your contract. This email is not an acceptance of your order by us. If any of the details on this confirmation email are incorrect, please notify us immediately.
3. Your first order with us may be subject to a manual fraud check or a telephone confirmation check, so the initial acceptance of your order may take longer to complete.
4. Our sales team work during normal office hours between 10:00 and 18:00 Monday to Friday excluding Bank Holiday and Public Holidays.
5. If you are paying by credit or debit card we may require proof of identity before we will accept your first order with us. If we require proof of identity an email will be sent to you detailing what we consider to be satisfactory proof of identity. Until satisfactory proof of identity is received by us we will be unable to confirm acceptance of your order.

6. **Acceptance of your order**

If your order is accepted by us, an email will be sent confirming our acceptance of your order and will include an invoice and details of how to pay.

7. **Completion of Contract**

Without prejudice to Clause 5.8 (below), the completion of the contract between you and us will take place once you have paid your invoice, or once your service or resource has been set-up and confirmation of any service details have been sent to you by email, whichever is sooner.

8. **Your rights to cancel - The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013**

The Consumer Contract Regulations 2013 replaced the Consumer Protection (Distance Selling) Regulations 2000 on 13 June 2014, and give consumers who buy goods or services at a distance a number of protections and rights. These regulations do not cover business-to-business transactions.

These rights include the right to receive certain information from the company they are purchasing from, the details of their order including the total price to pay, the duration of the contract or the automatic renewal details of the contract if the contract term is not fixed, how to cancel the contract, and an unconditional right to cancel the contract and receive a complete refund of your payment for up to 14 days after the completion of the contract (see 5.7 above).

**You may lose the right to cancel under these Regulations if you use the service before the 14-day cancellation period has expired**

These regulations suggest that we should not supply you with the service you have requested within this 14-day cancellation period so that you have an opportunity to change your mind, but they also recognize that you may want our service to start sooner than that and would prefer not to wait 14 days before you can use it. If you do ask us to provide the services before the 14-day cancellation period has expired, or if you access the services we have provided the details for before the 14-day cancellation period has expired, this will remove your right to cancel the contract under these Regulations.

6. **Supply**

1. We offer various pre-packaged and customized web hosting solutions. Additional products and services may be offered or provided which will be subject to the terms of this agreement.

2. We will supply the services and resources that you have ordered as specified in our web site and supporting documents, but due to the complexity of web sites and internet services you must check that the services and resources we provide are suitable for your particular use and requirements.
3. For the purposes of this Agreement, the services to be provided by us are those services which you requested be supplied by us and for which you agreed to pay based on clicking through the options on our website, control panel, online portal, or requested by email.
4. The Services and resources provided by us under this Agreement are delivered on the internet and you acknowledge that due to the nature of the internet and any services or resources supplied on it, these services or resources are not guaranteed to be uninterrupted or error-free.
5. We shall use reasonable care and skill in providing our services to you at all times.
6. From time to time, and sometimes at short notice, we may modify, substitute, update, or change any part of our service, including software and hardware, features, performance, or reliability, as long as this does not materially affect the performance of our services to you, reduce the resources available to you, and are not to your detriment. We shall use reasonable endeavours to give you advanced notice when it is reasonably practicable to do so.
7. We reserve the right to refuse service and/or access to our servers and/or services to anyone.
8. We will not be responsible for any service interruptions, or your inability to connect to any of the services or resources that we provide, which are caused by unconnected third parties such as your ISP, telecoms provider, any other service providers, or general internet conditions.
9. Provided you are not in breach of this agreement and we are not exercising our right to suspend or terminate your Agreement, or we are not carrying out scheduled maintenance, if you are unable to use all of the services we provide for a continuous period of 4 hours due to our negligence, you will be able to claim a pro-rated refund of your monthly charge. The refund will represent that part of the monthly charge for the period you were unable to use all of our services.

## **7. Maintenance**

You acknowledge that the supply of our services shall be subject to:

### **1. Routine Maintenance**

Routine maintenance will be carried out from time to time where notice will be given to inform you of potential service disruption or outage.

1. We reserve one hour of server unavailability per month for maintenance purposes. This server unavailability **is** included in server uptime calculations, but it is rarely necessary to take a server off-line. If a server must be taken off-line, maintenance will typically be performed during off-peak hours to reduce any potential disruption. In most cases, taking a server "off-line" is just the process of having to re-boot the server after updates or patches have been applied. We will provide you with at least 3 days advance notice via email of this type of routine maintenance whenever possible.
2. From time to time we may need to upgrade or patch the hardware or software being used by you to improve the performance, reliability, security or features of that service or resource. In these cases we will do our best to carry out these upgrades to cause minimal disruption in the service or resource being supplied. Routine hardware or software upgrades will not be carried out without informing you first by email, giving you at least 3 days notice.

## 2. **Emergency Maintenance**

Emergency maintenance when it is required to maintain consistent high performance of our services.

1. If a critical security patch is released by the manufacturer of software that we use to provide services to you, we may apply that patch immediately, without notice, in order to protect our systems and services. In these circumstances we will endeavour to minimize any disruption to the service being provided.
2. If a software or hardware problem has been identified on our systems that is likely to cause disruption in the very near future, or is currently causing intermittent or permanent problems, but which cannot be resolved while the system continues to operate, we may need to take that service or resource temporarily off-line to carry out the fix. We will always endeavour to complete the work as quickly as possible, and to inform you as soon as we can about the work being carried out and the estimated completion time. Due to the complexity and distributed cloud-based nature of our services, this type of maintenance usually only affects a single part of our service e.g. FTP services may be unavailable but all other services continue to operate normally, or it will affect some web sites but not all of them.

## 3. **Planned Software Replacement**

Sometimes we may need to replace the software being used to provide a service because the version being used is no longer provided with general support by the manufacturer, or a newer version of the software has been released which provides new functionality, greater security, or improved performance. This goes beyond the normal process of

upgrading or patching existing software during routine maintenance (e.g. replacing MS SQL 2012 with MS SQL 2014), with the intention of removing the older version of the software from our systems.

This process may have the potential to introduce known and unknown incompatibilities, so in these situations we will introduce the new software on a separate service that existing accounts or resources can be moved to.

We will give a minimum of 30 days notice of the upgrade completion date, and provide free access to the new service and software during the 30-day notice period. We will set-up the equivalent amount of resources to match those you already have for the software being upgraded to give you sufficient time to test the new software. If moving to the new software results in incompatibilities that you cannot overcome you may terminate this agreement before the upgrade completion date in accordance with our Cancellation Policy.

Our support team will be on-hand to assist you during the move to the new version of the software. They will try to help you complete the move with the absolute minimum of disruption at a time that suits you, as long as the move is completed within the 30-day window.

#### **4. Planned Hardware Replacement**

Sometimes we may decide to replace the hardware that is running a particular service for you in order to increase performance, reliability, or security. Hardware replacement may result in a short period of disruption to the service or resource operating on that hardware, but we will endeavour to eliminate or minimize potential disruption.

In these circumstances we will provide you with a minimum of 3 days notice of the hardware replacement. The hardware replacement will take place at a time that causes the least disruption and you will be given detailed information about any expected downtime (if any), its expected duration, and the time the work will start.

If possible, we will carry out hardware replacements as if they were "Software Replacements" as described in Clause 7.3 above. In these cases we will make the same service or resource available on the new hardware while keeping the existing hardware operating. We will then move resources to the new hardware account-by-account.

## **8. Ownership of Data**

We make no claim of ownership of any web server content, e-mail content, or any other type of data you have uploaded to our servers while a customer of ours.

## 9. Indemnity

1. You shall be responsible for any claims, liabilities, damages, losses, expense, or other costs suffered or incurred by us which are:
  1. caused by an untrue statement made deliberately by you, or;
  2. the result of intentional, reckless, or grossly negligent acts by you, or;
  3. the result of unlawful or illegal use of our services by you, or;
  4. the result of a breach by you of any provision of our service agreement;
2. If you use any of our services as a "business user" you must indemnify us against claims made against us by third parties because the service is faulty or cannot be used.

## 10. Limitation of Liability

1. Nothing in this Service Agreement shall exclude our liability for:
  1. death or personal injury arising from our negligence, or the negligence of our employees, agents or subcontractors;
  2. fraud or fraudulent misrepresentation;
  3. any other liability which it is illegal or unlawful for us to limit or exclude liability for.
2. Without prejudice to Clause 10.1, if you are using our services as a "business user" we shall not, under any circumstances whatsoever, be liable to you, whether in contract, tort (including negligence), delict (including negligence), or restitution, or any other legal theory, or for breach of statutory duty or misrepresentation, or otherwise, for any:
  1. loss of profits;
  2. loss of revenue;
  3. loss of data or use;
  4. loss of goodwill;
  5. loss of business;
  6. loss of savings;
  7. business interruption;



8. other economic or pecuniary loss

even if we have been advised of the possibility of such damages.

3. Without prejudice to clauses 10.1 and 10.2, where you are buying or you use our services as a "business user", our total liability to you in respect of all other losses arising under or in connection with this Service Agreement, whether it be tort (including negligence), delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the equivalent of 1 (one) monthly payment you make for the service or services affected at the time the liability occurred.
4. Where you are buying or you use our services as a "business user", except as set out in this Service Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Service Agreement
5. Where you are buying or you use our services as a "business user", we make no warranties, representations, or conditions, whether express or implied, to the completeness, accuracy, satisfactory quality, merchantability, or fitness for a particular purpose.
6. When you are buying or you use our services as a "business user", if you are in breach of this Service Agreement at the time of the event or series of events leading to the claim for liability, no liability will exist.
7. We shall not be liable for any failure to provide any Services to you as a result of any breach of this Agreement by you, or your employees, agents, affiliates, or sub-contractors.
8. We are not liable for interruptions to services, or outages arising directly from:
  1. any services or products supplied by any unconnected third party;
  2. the failure or interruption of services provided by unconnected third parties;
  3. your equipment, or equipment provided by an unconnected third party;
  4. any interruption to the flow of data to or from the internet outwith the datacentres we use;
  5. the computer equipment and telephone services which you use to access our service.
9. In the event that you are using our services as a "business user", you agree that you will not hold us liable under any circumstance for any damages or loss that you suffer that result from:
  1. the use of, or inability to use, the services or licensed material; or,

2. mistakes, omissions, interruptions, deletion of files, loss or corruption of data and/or back-up data, failure to perform data back-up functions (other than those expressly agreed to by us and currently paid for directly by you as an add-on service), errors, viruses, defects, delays in operation or transmission, non-deliveries, misdelivery or any failure of performance, whether or not caused by our negligence, acts of god, any failure of our network or systems, theft, destruction or unauthorised access to our records, programs, equipment or services; or,
  3. your acts or omissions; or,
  4. the acts or omissions of third parties
10. If you are using our services as a "consumer user", we will not be liable under this Agreement for any loss or damage caused by us or our employees or agents in circumstances where:
1. there is, or has been, no breach of a legal duty of care owed to you by us or by any of our employees or agents
  2. such loss or damage is not a reasonably foreseeable result of any such breach, and
  3. any increase in loss or damage resulting from breach by you of any terms in this agreement
11. Each provision of this Clause excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held inapplicable or unenforceable in any circumstance.
12. This clause 10 shall survive termination of the Service Agreement (for whatever reason).

## 11. Price and Payment

1. Our charges are set out in our web site, Service Agreement, quotation, or invoice.
2. **Varying our Price**

We may change our prices at any time, but all prices are guaranteed for the period of prepayment. We will not use this right to vary the price for any special offer or guarantee that applies to you. If you do not agree with the price changed, you may terminate the agreement by following our cancellation procedure before the payment becomes due.
3. **How Invoices are Sent to You**

All invoices and statements are sent in PDF format and via email. You must ensure you can read documents in that format and that you have a functioning email service and email address that can receive these documents from the email address [billing@network-online.co.uk](mailto:billing@network-online.co.uk). Invoices will not be sent by any other method.

Invoices will be deemed to have been delivered on the day of sending.

#### 4. **Invoicing Currency**

Our invoices are in Pounds Sterling. VAT is only charged on invoices where the billing address is located in the European Union.

#### 5. **Payment Due Dates**

All charges and payments are due by the "Payment Due Date" specified on our invoice.

#### 6. **Invoicing Dates and Time to Pay**

Invoices will be sent a minimum of 7 days before the renewal date of your service, or the invoice will allow at least 7 days to pay. There are three exceptions to this where payment will be due either before the service is provided, due immediately, or due within 7 days depending upon the payment due date on the invoice. These are: If your accounting system means that you will be unable to pay recurring invoices within the period specified in this clause, you may be able to make alternative payment arrangements with us whereby invoices can be sent out on an earlier date, but these arrangements must be made before the invoice is delivered to you.

1. Bandwidth and/or Data Transfer overuse invoices
2. Charges for support where support is chargeable
3. Invoices for additional or new services, domains, SSL Certificates, support or any other one-off or ad-hoc service or supply

#### 7. **Methods of Payment**

We offer a number of different payment methods, depending upon what you prefer. These include: Cheque, Cash, or Bank Transfer. We reserve the right to specify how payment must be made.

1. **Cheque** - payment by cheque is acceptable, but it is your responsibility to ensure that posted cheques arrive by the payment due date. We are not responsible for cheques that are lost or are not delivered on time.
2. **Cash** - we will accept cash payments, but due to the difficulties of dealing with and accepting cash payments, we prefer that other payment methods are used.
3. **Standing Order** - pay recurring invoices directly into our account. A Standing Order is an instruction that you provide to your bank. We have no control over the payment and we cannot cancel a Standing Order or alter the amount.
4. **BACS or Bank Transfer** - Make a one-off or regular payment via BACS or Bank Transfer.

## 8. **Prepayment for Services is required**

Payment is required before any services are provided. At our sole discretion, we may provide service before payment is made, or continue to provide service after the payment is in arrears, but you will still be liable for all charges. Until full payment is made you will be in material breach of the Service Agreement and service may be terminated or suspended at any time without further notice in accordance with Clause 12.1 and Clause 13.1 of our Terms of Service. Please also see Clause 18.10 "Waiver".

## 9. **Recurring Agreement**

**THIS AGREEMENT IS A RECURRING AGREEMENT AND WILL CONTINUE AUTOMATICALLY ON A MONTHLY, QUARTERLY, 6-MONTHLY, YEARLY, TWO-YEARLY, THREE-YEARLY, OR ANY OTHER PERIOD BASED ON YOUR EXISTING PREPAYMENT (MINIMUM CONTRACT) PERIOD, UNTIL IT IS TERMINATED OR CANCELLED BY YOU OR US IN ACCORDANCE WITH OUR CANCELLATION PROCEDURE.**

## 10. **Changing the Prepayment (Minimum Contract) Period**

You may change the prepayment (minimum contract) period at any time by providing a minimum of 28 days notice before the next renewal date. The new prepayment (minimum contract) period will take effect once the existing prepayment period has come to an end.

## 11. **Personal Details**

If you change your billing address, the billing contact name, or the email address that invoices are to be sent to, you must inform us immediately of these changes by sending an email to [billing@network-online.co.uk](mailto:billing@network-online.co.uk).

## 12. **Late Payment**

1. If you do not pay the invoice by the payment due date specified on the invoice, or payment cannot be collected on that day, the service(s) referred to in that invoice may be suspended or terminated immediately without further notice.
2. If your account is in arrears, no support will be provided for the service(s) referred to in the invoice that is in arrears irrespective of the reason that support is required including errors with our supply or services.
3. If you are unable to pay an invoice by the payment due date, or payment cannot be collected by the payment due date, but you wish to continue receiving the service, you must contact us before the payment due date where we may, at our sole discretion, agree to extend the time for payment.
4. If you are sending payment by post or any other method, it is your responsibility to ensure that payment is received by the due date.

### 13. **Interest Charges on Late Payments**

If we do not terminate your account due to non-payment, any account in arrears will be charged interest on the outstanding balance at an annual rate equal to 5% above Royal Bank of Scotland's base lending rate. Compound interest will be added daily.

### 14. **Fees for Unpaid Cheques**

If your cheque is returned by the bank as unpaid, for any reason, you will be liable for our costs and losses due to the fee imposed on us by our bank of 40 (Forty) Pounds Sterling.

### 15. **Withholding Payments**

You shall not be entitled by reason of any alleged minor defect in our service to withhold more than a proportionate amount of the sum due. In the event of any dispute of this kind we reserve the right to suspend all services being provided to you once your account is in arrears and we have been unable to reach a satisfactory resolution after 14 days. The acceptance of any payment made while there is a dispute will be deemed as a partial payment and not as a full & final payment irrespective of what may be written on any cheque or associated paperwork.

## 12. **Termination & Cancellation**

### 1. **Immediate Termination without Notice**

We may terminate this Agreement immediately if:

1. you breach any clause under this Agreement where we state we may terminate the agreement immediately;
2. we are obliged to comply with an order, instruction, or request of Government, an emergency services organisation, or other competent authority, to cease to provide a service or resource to you;
3. continuing to supply services to you would cause disruption to our services or other users, especially with regard to security issues or the use of excessive resources;
4. if your conduct or use of our services is unlawful or illegal, or you behave in a manner which would be objectively regarded as inappropriate;
5. you persist in acting in a manner where you are in substantial breach of our Agreement;

### 2. **Your data and information if we terminate or suspend your account without notice**

In most cases, immediate termination or suspension without notice is only carried when there has been a serious breach of this Agreement by you. When an account is terminated or suspended in these circumstances, your access to all, or some, of your information, data, and services is terminated or suspended at the same time.

1. **Data Retention after Termination without Notice**

If we terminate your account without notice due to a serious breach of this agreement, we will retain any data belonging to you for a maximum of 7 days. After this period, all of your data on our systems will be permanently deleted. If you terminate your account, your data will be removed from our systems on the contract end date and will not be recoverable.

2. **If you want a copy of your data when we terminate your account without notice**

If you want a copy of your data, such as web site or database data, you must inform us immediately, or before 7 days have elapsed and we permanently delete your data from our systems.

Provided the information stored on our systems does not contain anything that is a breach of our Service Agreement, such a pornography, third-party copyright infringements, or warez, or links to any of these items, or does not contain anything illegal, or which could objectively be described as obscene, defamatory, or menacing, we may provide you with access to recover your data. In the event that this type of data is found on our servers, the data will be archived and supplied to relevant competent authorities along with all the contact and personal information we have for you. In these circumstances, we will not provide you with access to recover your data.

To access your data, the following terms apply:

1. You must pay in advance, by cash or money transfer, for the estimated support time and costs taken to provide temporary access to any data stored on our systems, for the support time taken to monitor any access you are provided with, and for any estimated data transfer costs relating to the size of the data files being downloaded. Until payment has cleared, we will not provide access to your data.
2. If the period for which we retain your data exceeds the renewal date of your account, you will be liable for paying the invoice for the next prepayment period.
3. If you are due us any money for unpaid invoices or other costs relating to your account, including any cancellation fees, support costs, or other costs related to your breach of our Agreement, these must also be paid in advance by cash or money-transfer. Until payment has cleared, we will not provide access to your data.

4. We will agree a time-slot & date for you to access your data and download it via FTP and via POP for any email accounts. The accounts we create will be closely monitored during the time-slot allocated, and, if any abuse is detected, your access will be closed down immediately. The longer the time-slot you request to download data, the greater the support costs will be. The time-slot will only be during our standard office hours of 10:00 - 18:00 Monday to Friday, excluding Public and Bank Holidays.
5. If we over-estimate our support costs or other costs we will refund the difference to you less any direct costs to do this.
6. 7 days after your account is terminated, all your data will be deleted from our systems.

### 3. **If we want to cancel the Agreement**

We shall have the right to cancel the Agreement at any time by providing you with 14 days notice.

1. Cancellation notices will be sent by email to the last email address on our billing system, and all email addresses located in the "personal details" section of the Control Panel (if relevant).
2. Cancellation emails will be deemed to have been delivered on the date they are sent.
3. It is your responsibility to ensure that you keep your contact details and email addresses up-to-date with [billing@network-online.co.uk](mailto:billing@network-online.co.uk) and in the Control Panel (if relevant).
4. 15 days after our Cancellation notice is sent, all your data will be deleted from our systems and will be unrecoverable. You must ensure you take a copy of your data before the contract ends.

### 4. **If you want to cancel the Agreement**

You may cancel this agreement at any time by providing us with a minimum of 7 days notice before the next renewal date, using the Cancellation Procedure described in Clause 12.5 below.

### 5. **Cancellation Procedure**

You may cancel your contract by sending an e-mail to [billing@network-online.co.uk](mailto:billing@network-online.co.uk) containing your Account Number and your Control Panel username (if relevant) so that we can positively identify you. Please be sure to state the date you want your contract to end i.e. after 7 days have expired, or a specific date if later. You should be aware that, if the cancellation date means your contract will extend into the next "minimum contract

period", you may be liable for additional costs.

We will attempt to confirm your cancellation using the following procedure:

1. We will send an email from [billing@network-online.co.uk](mailto:billing@network-online.co.uk) asking you to confirm the cancellation of your contract. This email will contain a unique reference number and will be sent to the last email address recorded in our billing system, control panel, or online portal. We may send the email to several email addresses in an attempt to contact you.
2. You must respond to this email and quote the unique reference number in your reply.
3. If you respond, a final email will be sent from [billing@network-online.co.uk](mailto:billing@network-online.co.uk) confirming the cancellation of your account on the specified date.

**6. What happens if you don't confirm you are cancelling your contract?**

We will ask you to confirm that you are cancelling your contract. If you do not respond to our emails requesting confirmation, this is how we will deal with the process.

Without prejudice to Clause 12.8 (below), if you don't respond to our email asking you to confirm your cancellation:

1. In the event that you do not respond within 48 hours (2 days) to our email asking you to confirm the cancellation of your contract, we will send another email to the same addresses informing you that unless you respond within the next 120 hours (5 days) your contract will be cancelled. A reminder email will be sent approximately every 24 hours with the updated deadline to respond.
2. If you fail to respond to our emails after the 7-day cancellation period has expired we will check the web site and email DNS settings for the domain you signed up with. If the DNS settings have been updated with a new provider's details we will permanently delete all your data and accounts. This information will not be recoverable.

If our DNS check shows your domain's web site and email is still pointing to our servers, we will remove your access to your account (including FTP, the Control Panel, and email accounts) and redirect your web site to point to a message on our server, but we will allow your email accounts to continue to collect incoming emails.

We will retain the data and accounts for up to 10 more days assuming no changes



have been made to the domain's DNS settings. After 10 days we will permanently delete all your domains, records, and data from our systems, and close your account. Your information will no longer be recoverable at that time.

**7. Your data and information if you or we cancel the contract in accordance with our Cancellation Policy**

All data will be permanently deleted from our systems at 00:01 on the day following the last day of the contract. We will not be able to recover any data after that date and time.

**8. If you don't follow our cancellation procedure, or do not provide us with 7 days notice:**

1. If you fail to follow our Cancellation Procedure, your account may not be cancelled and you may continue to be liable for all charges.
  2. If you fail to provide us with 7 days notice, we may be entitled to claim damages in accordance with general rules of Scottish Law.
  3. We reserve the right to charge you a cancellation fee which is sufficient to cover our lost expenses and handling charges.
  4. Unless we are in breach of this Agreement, or you are not exercising your right to cancel your contract as provided for elsewhere in this agreement (e.g. under our Shared Hosting Refund Policy or The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013), we have the right to retain all or part of your deposit or prepayment as a contribution towards any losses or costs we suffer as a result of your cancellation.
9. In the event of cancellation or termination by us, you will still be liable for any outstanding debts, and it will not affect our right to receive any money we are owed under the conditions of this Agreement.
10. We will not "burn" to CD or DVD or any other medium, or send out, or transfer via FTP or any other method, any data pertaining to terminated, suspended, or cancelled accounts.

**11. Refunds**

If either of us cancel the Agreement, you may be entitled to a refund of some of your prepayment as detailed below:

**1. Refunds if we cancel the agreement:**

Unless your account was terminated due to a serious breach of our Agreement where we have a right to terminate the Agreement immediately, pro-rated refunds will be given on pre-paid charges or unused credit.

2. **Refunds under The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013:**

If you bought or used our services as a "consumer user", and you have a right to cancel under The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013, we will refund your payment in full.

3. **Refunds under our Shared Hosting Refund Policy:**

If you cancel your shared hosting contract within 14-days in accordance with our "[Shared Hosting Refund Policy](#)", your refund will be provided as described within that policy.

4. **Refunds if you cancel the agreement:**

1. For all other circumstances, if you were using our services as a "consumer user" we will refund a proportion of your prepayment subject at all times to us retaining an amount of 25 Pounds Sterling for administrative expenses. If our administrative expenses exceed the proportion of prepayment that would be refunded then no refund will be provided but we will not charge you the difference in these amounts.
2. In the event that you are using our services as a "business user" no refunds will be provided for any prepayments.

5. **Items that we cannot refund:**

We cannot provide refunds for anything purchased or leased on your behalf or for your use such as Domains, SSL (Secure) Certificates, or Support costs, or additional services that you purchased from us that require us to either purchase or lease a licence for your use such as anti-virus licences, software firewall licences, licences for backup software, licences for Control Panels on VPS or Dedicated Servers, or software licences leased from Microsoft for their software, irrespective of the prepayment period.

### 13. **Suspension of Services**

1. We may suspend the supply of any Service or resource to you, without notice, if:
  1. we have the right to terminate the Service Agreement immediately. If we decide to suspend your services rather than terminate the Agreement we will still be able to terminate the Agreement without further notice, or;
  2. in our reasonable opinion, you are in substantial breach of this Agreement, or;
  3. you breach any clause under this Agreement where we state we may suspend the agreement immediately, or;

4. you exceed your bandwidth or monthly data transfer allowance during a particular month, or;
  5. you use excessive resources as described in the Agreement;
2. We may suspend your service if we have reasonable belief that you may not pay the amounts you owe and we have requested you to explain the position and you have failed to do so satisfactorily.
  3. **Re-Instatement Fees**
    1. A reinstatement fee will be charged if your account, service or a resource is suspended where it can be objectively established that you are in breach of our Agreement.
    2. The reinstatement fee will be payable to cover the time our support team take to re-instate your account, services or resources, and will be charged at our standard support rates.
    3. An estimate of the reinstatement fees can be provided at your request before reinstatement starts.
    4. Re-instatement fees must be paid by cash, cheque or bank transfer, and funds must be cleared before re-instatement work commences. We will not be responsible for any downtime or lack of service during the suspension or re-instatement period, or while waiting for funds to clear.
  4. If you terminate your account while suspended, you will still be liable for all charges.
  5. If an account has been suspended for any reason and no resolution has been reached after 7 days, the account will be terminated although you will still be liable for any monies owed.

#### 14. Reselling of Services

1. All shared hosting accounts are to be used by the primary account holder only for their own web sites.
2. Shared hosting customers cannot resell, store, or give away any services or resources, including, but not limited to, disk space on any server, email accounts, FTP accounts, or databases, to any other party.
3. If your account allows you to resell our services, all of the users or accounts that you sell our services to must agree to adhere to the same conditions as those contained within your Service Agreement with us. If you are a reseller of our services, permission is given to copy the conditions in our Service Agreement while you have a live account with us.

## 15. Support

1. We warrant that we will provide technical support with reasonable care and skill, within a reasonable time, and substantially as described in our Service Agreement and web site. We do not make any other promises or warranties about our support service.
2. You acknowledge that you have the relevant experience and knowledge of the internet, its function, and the type of services and resources we provide in connection with this agreement, and that we will not train you how to use any of these services or resources.
3. We will provide free technical support to the primary account holder or other contact listed in the online Customer Portal, and will fix any errors with our services or set-up that are our responsibility to resolve and which are within our direct control, whether the error is hardware or software related.
4. Free support is **not** provided for unmanaged dedicated servers or for VPSs, except to replace faulty hardware or re-install the basic operating system to a default installation. All other support requests for unmanaged dedicated servers or VPSs are charged at our standard support rates. Pre-paid support options are available.
5. We do not provide free support to your customers.
6. Our support team will only respond to emails from the primary account holder or other contact listed in the online Customer Portal. Emails or support requests from any other party will be deleted without response, irrespective of the circumstances for that support request being raised. Our support system may send an automated reply to any incoming email in these circumstances, but no further action will be taken by our support staff.
7. It is your responsibility to ensure that you supply us with details of all relevant contacts who are authorised to make support requests for your account. You must also manage this list as our support team will carry out the instructions or requests that are received from these users.
8. For legal and liability reasons we cannot provide support for the following:
  1. To determine the suitability, usability, or legality of any data, software, or programme you intend to use with our services, or;
  2. to train you how to use any of the services supplied by us, or;
  3. to validate or provide advice about any data, software, or programme you are using or intend to use with the services we provide, or;
  4. set-up, advice, or errors related to your computer or network equipment, mobile telephone, laptop, connection to the internet or any other equipment you own or which is supplied to you by a 3rd party of your choice,

9. We do not provide free support for the following:

1. an unconnected third party, or;
2. web applications, third party software, scripts, or components from third parties or developed by you, or;
3. restoring files from backups or archives, or;
4. to validate, manipulate, troubleshoot, fix, or install, any data, software, or programme you have added or installed on the services we provide, or;
5. to investigate any reported error with the acceptance, delivery, or processing of emails being processed by our email servers if the email server logs show any of the events in the bulleted list below. Due to the size and number of logs stored on an email server, email investigations can take an extremely long time. Investigating the processing of a single incoming email, collecting log information, and replying to a query can easily exceed 1 hour of support time with corresponding support charges. If our email server is in error, no support time will be charged.
  - a message was returned to the sender explaining why their email was rejected or not processed, or;
  - you have changed the default spam settings, or created filters and the email was deleted due to the spam score or the filter you created, or;
  - our logs show an incoming email was successfully delivered to the correct inbox and is either still available for collection, has been deleted, has been read, or has been collected via a POP or IMAP connection, or;
  - the incorrect login details are being used to connect to the service, or;
  - an outgoing message was successfully delivered to the appropriate email server, or;
  - you attempted to send a large amount of the same or similar message through our shared email servers and the email was permanently stopped from being sent by our email server protection systems, or;
  - an email was quarantined or deleted because our email security systems detected a virus, malformed email, or phishing email. Our system will email you when an email of this type has been detected and quarantined or deleted;
6. to correct any errors caused by your incorrect use of our services.

10. Support is only available by email or our online ticket system and can be accessed by:

1. sending an email to [support@network-online.co.uk](mailto:support@network-online.co.uk)
2. accessing our online support portal at <http://support.network-online.co.uk>

#### 11. **Support Rates**

Support for unmanaged servers or services, or for support outwith our remit, is charged at the following rates:

60 Pounds Sterling per hour between 08:00 and 18:00 (UK Time) Monday to Friday\* in 15-minute increments

90 Pounds Sterling per hour at all other times in 30-minute increments

\* not including Bank and Public Holidays

#### 16. **Security**

1. Any attempt to connect to, edit, delete, manipulate, or view data or information that you do not have the explicit authority to access, or any to attempt to gain access to resources, services or servers that you do not have explicit authority to access, is a substantial breach of this Agreement, and your account will be suspended or terminated without notice.
2. You must ensure that any data or any file loaded on to our services is free of viruses, worms, Trojans or other malicious code, and does not cause damage to, or affect the integrity of, or performance of, our services. Failure to do so is a substantial breach of this Agreement, and your account will be suspended or terminated without notice.

#### 17. **Data Protection**

1. We reserve the right to put the names and other information from the registration form relating to you into a computerised directory for internal use, unless specific written instructions are received from you, and the information is not required for the operation of any services provided to you, or in order to comply with any statutory policy.
2. We reserve the right to provide information concerning your account and activities whilst using our services if we are requested to do so by the police or a regulatory or government authority in investigating illegal activities.
3. If you breach this agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

#### 18. **General**

##### 1. **Our rights to vary this Agreement**

We can vary this Agreement at any time providing 30 days notice of any changes to this

Agreement. Changes will be posted to our website a minimum of 30 days before the changes take effect. If you do not accept the changes, you may terminate the Agreement by providing us with notice using our Cancellation Procedure.

**2. Our rights to assign all of part of this Agreement**

We shall have the right to assign, transfer, charge, subcontract or otherwise deal with in any other manner with all or any of our rights under this Service Agreement and may subcontract or delegate in any manner any or all of our obligations to any third party or agent as long as it does not reduce any guarantees, service, or resources being provided to you.

**3. Your rights to assign this Agreement**

You cannot assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under this agreement without written authority from us. This authority will not be refused without good reason on the completion of a satisfactory credit check, acceptance of the Agreement by the party you wish to assign the Agreement to, payment of any transfer charges incurred by us, cleared funds for any monies you owe, and prepayment by the Assigned Party for the services being provided to them.

**4. Governing Law**

This Service Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Scottish law

**5. Jurisdiction for legal disputes**

If you use our services in whole or in part for commercial purposes, all parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.

**6. Correction of minor errors or omissions**

Any error or omission in any information, or document, issued by us shall be subject to correction provided that the correction does not materially affect the Agreement.

**7. Failure to Enforce a Right or Provision**

Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. See Clause 18.10 (Waiver).

**8. No partnership**

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

## 9. **Force Majeure**

1. for the purposes of this Service Agreement, Force Majeure Event means an event, cause, occurrence or contingency beyond our reasonable control, or which is not attributable to any act or failure by us to take preventative action, including flood, lightning, fire, storm, earthquakes, or other natural disaster, industrial action or labour disputes (whether involving our workforce or any other party), failure of a utility service or transport network, acts or omissions of Government or other competent authority, compliance with any law or governmental order, rule or regulation, or riot, war, act of terrorism, or act or omission of an unconnected third party, failure of internet backbones outwith the datacentres we use, or malicious damage
2. we shall not be liable to you as a result of any delay or failure to perform our obligations under this Service Agreement as a result of a Force Majeure Event.
3. if the Force Majeure Event prevents us from providing any of the Services for more than 30 days, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

## 10. **Waiver**

1. A waiver of any right under this Service Agreement is only effective if it is in writing, and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Service Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy;
2. Unless specifically provided otherwise, rights arising under this Service Agreement are cumulative and do not exclude rights provided by law.

## 11. **General Liability**

You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations under this service agreement.

## 12. **Monitoring**

We reserve the right to monitor any and all communications passing through our servers or network in connection with the services we provide, at all times.



13. **Subject Headings**

Headings are included for convenience only and shall not affect the construction or interpretation of this Service Agreement

14. **Severance**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

15. **Legal Contract**

This Agreement is a legal contract and you must be 16 years or over if resident in Scotland, or 18 years or over if resident in any other country. If you do not fulfil these requirements, you must inform us before you place an order and then follow the instructions in the email you receive from us, otherwise your account could be terminated without notice and all data deleted.