

Terms of Service for Web Hosting Services

THIS AGREEMENT IS BETWEEN

1. Edge Hosting UK LTD t/a Edge Hosting (Registered Number 03712531) whose registered office is at 136-140 Old Shoreham Road, BRIGHTON, BN3 7BD ("Edge Hosting"); and
2. The Customer as defined below ("the Customer").

The parties have agreed that Edge Hosting shall provide the Customer with web hosting and related services on the terms and conditions set out below.

AGREED TERMS

1. INTERPRETATION

- 1.1 In this agreement, the following terms shall have the following meanings:

"Contract" means, in order of precedence, our Standard Terms and Conditions of Business and the Web Hosting Terms of Service.

"Customer" means the entity that is specified in the service schedule.

"Service" means the web hosting, domain registration or other related web service provided by Edge Hosting which is specified in the service schedule.

2. INTRODUCTION

- 2.1 Edge Hosting provides World Wide Web page hosting. Edge Hosting reserves the right to suspend or cancel a Customer's access to any or all Web Services provided by Edge Hosting if it is decided that the account has breached the Terms of Service.

3 SYSTEM, SERVER AND NETWORK USE

- 3.1 Edge Hosting reserves the right to refuse service and / or access to its servers to anyone. Edge Hosting do not allow any of the following content to be stored or linked to on its servers:

- 3.1.1 Illegal Material - This includes copyrighted works, commercial audio, video or music files, and any material in violation of any Local, National, European or International law.

- 3.1.2 Adult Material - This includes pornography, pornographic related merchandising, nudity of any kind (complete or partial), sites depicting nude images, erotic images, incest, bestiality, sexual fetishes, sensual art or otherwise lewd or obscene content or any material of an offensive nature.

- 3.1.3 Warez Material - This includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, game rooms or MUDs, IRC Bots, Egg Drop programs or any material which Edge Hosting deems inappropriate including encrypting or masking any of the above.

3.1.4 Violent Material - This includes content that promotes violence, witchcraft, satanic activity or paganism.

3.1.5 Inappropriate Material - This includes sites offering online gambling, casino functionality, sports book betting (including offshore), online banking services, Internet lotteries and online pharmacies or sites that directly sell prescription or non prescription drugs and pharmaceuticals are prohibited.

3.2 Edge Hosting reserves the right to refuse services and / or access to its servers to anyone who Edge Hosting deems is using them for inappropriate purposes.

3.3 Customer may not attempt to introduce harmful and / or malicious programs (viruses, worms, malicious code etc.) into Edge Hosting's servers or network

3.4 Customer may not attempt security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which Customer is not an intended recipient or logging into a server or account that Customer is not expressly authorized to access. For section 3.4 only, "disruption" includes, but is not limited to, port scans, flood pings, packet spoofing, denial of service attack and forged routing information.

4. BANDWIDTH AND SERVER USAGE POLICY

4.1 In rare cases, Edge Hosting may find the customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, Edge Hosting reserves the right to impose the High Resource User Policy for the consideration of all our customers.

5. HIGH RESOURCE USER POLICY

5.1 Resources are defined as bandwidth and / or processor utilization. Edge Hosting may implement the policy detailed in 5.2 to its sole discretion.

5.2 If a website is found to be monopolising the resources available Edge Hosting reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Edge Hosting continues hosting the website for an additional fee.

6. CHARGES

6.1 All accounts are set up on a prepay basis. Edge Hosting may allow payment on 30 days credit at its sole discretion.

6.2 Edge Hosting reserves the right to change prices of accounts or services at any time, however all pricing is guaranteed for the period of prepayment.

6.3 Payment is due each anniversary year or month following the date the account was established. Customers will automatically be charged again at the end of their pre-pay period unless closure notification has already been given. Please refer to section 8.3 for notification period.

6.4 In situations where the card number on file is declined or payment has not been received within the terms, Edge Hosting will immediately suspend the facility to purchase services on-line through any Edge Hosting operated / owned website until the outstanding charge is processed successfully. Edge Hosting reserves the right to suspend other services until the outstanding debt is cleared.

- 6.5 The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.
- 6.6 Invoices may be sent solely by email and in this case it is the responsibility of the Customer to make sure the email address we have on record is up to date.
- 6.7 After an on-line purchase has been made through any Edge Hosting operated / owned website, the customer will receive an email shortly after the transaction has been completed. At this point the customer's card will be charged automatically.
- 6.8 If the Customer fails to pay any amount payable by it under this agreement, Edge Hosting shall be entitled but not obliged to charge the Customer interest on the overdue amount, payable by the Customer forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 8% per annum above the base rate for the time being of the Bank of England. Such interest shall accrue on a daily basis and be compounded quarterly. Edge Hosting reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7. PAYMENT OPTIONS

- 7.1 In order to streamline our accounting procedures and keep costs down, Edge Hosting runs a limited number of payment options. We accept major credit/debit cards through a credit card processor and will accept a bank account transfer by prior arrangement.

8. CANCELLATION AND REFUNDS

- 8.1 Edge Hosting reserves the right to cancel the service at any time. In this event customers will be entitled to a pro-rata refund based upon the remaining period of membership.
- 8.2 If a Customer contravenes Edge Hosting's Web Hosting Terms Of Service a refund will not be issued in the event of a cancellation.
- 8.3 The Customer can cancel their account at any time by giving no less than 30 days notice in writing to Edge Hosting.
- 8.4 Any incentives offered to the Customer when opening the account will be revoked following cancellation. The Customer may be given the option to purchase services that were offered as start-up incentives, in the event of a cancellation.
- 8.5 Fees charged on a prepay basis are non-refundable following cancellation.
- 8.6 The Customer is not entitled to receive a refund unless Edge Hosting cancels the service. In circumstances where Edge Hosting is in breach a refund may be due.

9. CHANGES TO THESE TERMS OF SERVICE

- 9.1 Edge Hosting can change the Web Hosting Terms Of Service at any time and will notify the Customer by email.
- 9.2 Edge Hosting will publish any updated Web Hosting Terms of Service to its website.

10. TRANSFER OF RIGHTS AND OBLIGATIONS

- 10.1 Neither party may transfer any of its rights or obligations under these Terms Of Service, without the

written consent of the other, except that Edge Hosting may transfer its rights or obligations (or both) to a Edge Hosting subsidiary or affiliated company.

11. CONFIDENTIALITY

11.1 For the purposes of this agreement, "Confidential Information" shall mean all information whether technical or commercial disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties, where the information is:

11.1.1 identified as confidential at the time of disclosure; or

11.1.2 ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

11.2 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

11.3 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided the recipient is bound to maintain the confidentiality of the Confidential Information received.

11.4 The obligations set out in this clause 11 shall not apply to Confidential Information which the receiving party can demonstrate:

11.4.1 is or has become publicly known other than through breach of this clause 17;

11.4.2 was in possession of the receiving party prior to disclosure by the other party;

11.4.3 was received by the receiving party from an independent third party who has full right of disclosure;

11.4.4 was independently developed by the receiving party; or

11.4.5 was required to be disclosed by governmental authority, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement.

11.5 The obligations of confidentiality in this clause 11 shall not be affected by the expiry or termination of this agreement.

12. INDEMNIFICATION AND RELATIONSHIP OF PARTIES

12.1 The Customer agrees to indemnify and hold Edge Hosting, its employees, suppliers, agents and professional advisers harmless from any and all demands, lawsuits, claims, liabilities, losses, costs and expenses, including reasonable attorney fees and costs asserted against Edge Hosting of defence for any matter arising from or relating to products or services provided or agreed to be performed by Edge Hosting including any product sold by the Customer, its agents, employees or assigns.

12.2 The Customer agrees to defend, indemnify and hold harmless Edge Hosting against liabilities arising out of:

12.2.1 any injury to people or property caused by any products sold or otherwise distributed in connection with Edge Hosting's server.

12.2.2 any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party.

12.2.3 copyright infringement

12.2.4 any defective products sold to Customer from Edge Hosting's server.

12.3 The Customer agrees that nothing contained herein shall be deemed to create a relationship between Edge Hosting and Customer by nature of partnership, joint venture or otherwise. Both parties acknowledge and agree that Edge Hosting has no interaction with the data or substance of Customer's website, except as necessary to maintain the website on the web server either by configuration change or if Customer requests Edge Hosting's web design service.

13. DISCLAIMER

13.1 Edge Hosting reserves the right to revise its policies and services at any time and will notify the customer.

13.2 In conjunction with The Supply of Goods and Services Act 1982, Edge Hosting will carry out its work with reasonable care and skill.

13.3 If the service were not carried with the requisite level of care and skill defined by The Supply of Goods and Services Act 1982, Customer would be entitled to seek reimbursement for damages suffered as a result of this.

14. STATUTORY RIGHTS

14.1 This agreement does not affect your statutory rights as a consumer.

15. LEGALITIES

15.1 If a complaint is received or any legal authority makes notification to Edge Hosting then we reserve the right to suspend service provision without notice until such time that a resolution is reached.

15.2 Under the circumstances described in 15.1, Edge Hosting will not consider or offer any refunds.

16. CONTRACTS

16.1 All contracts are for 12 months unless otherwise indicated (by choosing to pay monthly you are entering a 30-day recurring contract with a 30-day notice period). After this period, contracts roll over on a month-to-month basis and can be cancelled with 30 days notice, unless otherwise agreed between the parties.

17. COMPLAINTS

17.1 If you wish to make a complaint about a service you have received, please submit an email to us at support@edgehosting.uk including as much detail regarding the issue you have. We will acknowledge your complaint within 2 business days and aim to resolve any issues within 5 business days.

17.2 If you are not happy with the initial outcome of your complaint and it relates to a domain, then please escalate your issue to Nominet (the .uk registry) here: <https://www.nominet.uk/complaints/>.

18. STORAGE & BANDWIDTH

- 18.1 Storage and bandwidth allowances are detailed on your service plan and unless otherwise stated, overages will be charged at £5+VAT per GB per month
- 18.2 Amendments to bandwidth quotas must be agreed one month in advance to qualify that month for the increased allowance.

19. NETWORK

- 19.1 For the terms of our network stability, please see our Service Level Agreement.

20. EMAIL

- 20.1 Edge Hosting makes no guarantees that emails can be delivered within certain time frames or that viruses will not be attached.
- 20.2 Edge Hosting cannot be held liable for loss of business or reputation through events outside of our control. If such an event occurs, Edge Hosting will decide if that is the case.
- 20.3 Use of Edge Hosting's servers in the following manner is expressly prohibited:
 - 20.3.1 Sending unsolicited commercial email messages (UCE), including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of Customer or with whom Customer does not have an existing business relationship ("email SPAM").
 - 20.3.2 Sending UCE with reference to an email address domain hosted by Edge Hosting.
 - 20.3.3 Sending UCE with reference to any domain or website hosted by Edge Hosting external to but not limited to Edge Hosting's network.
 - 20.3.4 Sending UCE with reference to a static IP address on Edge Hosting's network.
- 20.4 Edge Hosting reserves the right to suspend and / or immediately terminate any account following a violation of the Email service agreement which may result in further penalties and refund ineligibility.

21. FORCE MAJEURE

- 21.1 For the purposes of this agreement, "Force Majeure Event" shall mean any event arising which is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war).
- 21.2 A party who becomes aware of a Force Majeure Event which gives rise to or which is likely to give rise to any failure or delay in performing its obligations under this agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay shall continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event.

22. NOTICES

22.1 A notice given under this agreement:

- 22.1.1 must be in writing in the English language (or be accompanied by a properly prepared translation into English);
- 22.1.2 must be sent for the attention of the person, and to the address, fax number or e-mail address given in this clause (or such other person, address, fax number or e-mail address as the receiving party may have notified to the other, such notice to take effect 5 (five) days from the notice being received); and
- 22.1.3 must be:
 - 18.1.3.1 delivered personally, or
 - 18.1.3.2 sent by e-mail, or
 - 18.1.3.3 sent by pre-paid first-class post, recorded delivery or registered post.

22.2 A notice is deemed to have been received:

- 22.2.1 if delivered personally, at the time of delivery;
- 22.2.2 in the case of e-mail, at the time of transmission provided a confirmatory copy is sent by first-class pre-paid post or by personal delivery before the end of the next Business Day;
- 22.2.3 in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting;

22.3 To prove service it is sufficient to prove that the notice was transmitted by e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

23. ASSIGNMENT

23.1 Neither party may assign this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

24. ENTIRE AGREEMENT

24.1 Save as set out in this clause 21, neither party shall have any remedy in respect of any untrue statement (whether written or oral) made to it upon which it relied in entering into this agreement ("Misrepresentation"), and neither party shall have any liability other than pursuant to the express terms of this agreement. Nothing in this agreement shall exclude or limit either party's liability for any Misrepresentation made knowing that it was untrue. Each party's liability for Misrepresentation as to a fundamental matter, including as to a matter fundamental to that party's ability to perform its obligations under this agreement, shall be subject to the limit set out in clause 10.3.

25. THIRD PARTY RIGHTS

25.1 This agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else.

26. VARIATION AND WAIVER

26.1 A variation of this agreement must be in writing and signed by or on behalf of both parties.

26.2 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

26.3 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

27. SEVERANCE

27.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

27.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

28. GOVERNING LAW AND JURISDICTION

28.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

28.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement. This agreement has been entered into on the date stated at the beginning of this agreement

29. DOMAIN REGISTRATION AND RENEWALS

29.1 All domains are renewed on an annual basis, we will send out reminder emails 35 days and 7 days before and 3 days after expiry. We will send the emails to the email address on the account, it is the registrants responsibility to make sure their contact details are up to date.

29.2 Edge Hosting take no responsibility if your domain renewal fails due to your contact details being incorrect. If you do not wish to renew a domain please make sure you contact us a minimum of 14 days before your domain expires by emailing us at support@edgehosting.uk. Alternatively you can set your domain to auto renew, this can be managed through the client portal area. All domains will be auto renewed 1 day in advance of the domain name expiring and will be billed 30 days in advance.

29.3 If you do not renew your domain before its expiry date it will have all services we provide suspended and you will have up to 29 days (protected period) after to renew the domain name at the original renewal fee. Please log into the client portal area to view renewal fees. After 29 days your domain will be suspended and will go into a grace period (as determined by the registry) which you can still renew your domain name but with an additional redemption fee of up to £250 + VAT. After this period your domain will be cancelled and deleted from the register and made available for resale through a third party registrar. Edge Hosting will not guarantee the renewal of a domain name.

29.4 We do not charge any fees for transferring your domain away to a new registrar, although this may not be possible shortly after registering a domain or if it has already expired.

30. .UK DOMAIN NAME REGISTRATIONS

30.1 If you register any domain name ending in .uk your attention is drawn to the fact that you must also agree to the Terms and Conditions of Nominet UK at <https://www.nominet.uk/go/terms>.

31. ABUSE EMAIL

31.1 If you wish to raise a complaint about abuse you have received (phishing scams, spam emails etc), please contact us at support@edgehosting.uk with as much detail about the abuse as possible. We will investigate your complaint immediately.

32. CONTACTING US

32.1 You can contact Edge Hosting using our contact form at <https://www.edgehosting.uk/contact/>. You may also email us at support@edgehosting.uk. We will aim to respond to all points of contact within 2 business day and aim to resolve any issues you have within 5 business days.