

## **TRILOGY WEB SOLUTIONS TERMS AND CONDITIONS** **(these "Terms and Conditions")**

Please read these Terms and Conditions carefully as they contain important information about your rights and obligations. We recommend that you keep a copy of these Terms and Conditions and that you print out these Terms and Conditions from the Website (as defined below) by clicking on the "Print" icon on your browser so that you can keep them for future reference.

### **1. ABOUT US AND THESE CUSTOMER TERMS:**

**1.1. About us:** "We", "us" or "our" means **Trilogy Web Solutions Ltd**, a company registered in England and Wales under company number 8421862 and with registered office at 162 Broad Hinton, Twyford, Berkshire, RG10 0XH,UK.

**1.2. These Terms and Conditions:** These Terms and Conditions govern your submission of an order to us for our provision of services to you through the [www.trilogywebsolutions.co.uk](http://www.trilogywebsolutions.co.uk) website (the "Website"), and your registration for an account on the Website by which you will be able to administer those services that you receive. By submitting your details to us for registration for an account on the Website, you agree to be legally bound by these Terms and Conditions.

**1.3. Changes to these Terms and Conditions:** We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted on the Website and emailed to you. Continued use of the Website will, however, be deemed to constitute acceptance of the new Terms and Conditions. No other terms or changes to these Terms and Conditions will be binding unless agreed in writing signed by us.

**1.4. Definitions and interpretation:** In these Terms and Conditions:

**1.4.1** The following terms shall have the following meanings:

<b>"Account"</b>	has the meaning given to it in Clause 4.1;
<b>"Agreement"</b>	means the legal and binding agreement that is in place, on the basis of these Terms and Conditions, for us to provide certain services to you once you have submitted to us an Order and we have issued to you an Order Acceptance. If you make more than one Order, each Order shall, if subject to an Order Acceptance, constitute a separate "Agreement";
<b>"Backup Services"</b>	the services that we provide to our customers by which we will back up a customer's Material in accordance with these Terms and Conditions;
<b>"Backup Services Fees"</b>	the fees payable to us by you for our provision to you of the Backup Services;
<b>"Breach of Duty"</b>	the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to

	take reasonable care or exercise reasonable skill (but not any stricter duty);
<b>"Business Customer"</b>	you are a business customer if you enter into the Agreement and you are not a Consumer;
<b>"Business Day"</b>	any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a day when the clearing banks in the City of London are not physically open for business;
<b>"Business Hours"</b>	10.00am to 5.00pm on Business Days;
<b>"Confidential Information"</b>	any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it;
<b>"Consumer"</b>	you are a consumer if, in entering into the Agreement, you are a natural person acting for purposes outside of your trade, business or profession;
<b>"Dedicated Server Services"</b>	the services that we provide to our customers by which we make available a physical private server (known as a "Dedicated Server"), the specification of which is as listed and updated on the Website from time to time;
<b>"Dedicated Server Services Fees"</b>	the fees payable to us by you for our provision to you of the Dedicated Server Services;
<b>"Fees"</b>	the Hosting Services Fees, the Reseller Hosting Services Fees, the Dedicated Server Services Fees and/or the VPS Services Fees, as appropriate;
<b>"Hosted Email Services"</b>	the services that we provide to our customers by which we make available mail services using Microsoft Exchange (known as "Hosted Email"), the specification of which is as listed and updated on the Website from time to time;
<b>"Hosted Email Services Fees"</b>	the fees payable to us by you for our provision to you of the Hosted Email Services;
<b>"Hosting Services"</b>	the hosting services that we provide to our customers that have entered into a relevant agreement with us, the specification of which is as listed and updated on the Website from time to time;
<b>"Hosting Services Fees"</b>	the fees payable to us by you for our provision to you of the Hosting Services;
<b>"Intellectual Property Rights"</b>	copyright and related rights, trademarks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

<b>"Liability"</b>	shall mean liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and, for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract);
<b>"Material"</b>	material that you upload (or permit to be uploaded) onto our servers as part of our provision of the Services, including any and all materials, works of authorship, software, files, multimedia and audio-visual material, tools, processes, systems, manuals, databases, database structures, a website's "look and feel", content, documents, records, reports, ideas, know-how, information, text, data, diagrams, artwork, screenshots, drawings, plans, descriptions, specifications, images, graphics, domain names and marks (in whatever form and on whatever media);
<b>"Order"</b>	the order submitted by you through the Website for the receipt of certain services from us;
<b>"Order Acceptance"</b>	our written or electronic communication to you in which we accept your Order in accordance with Clause 5.8;
<b>"Order Acknowledgement"</b>	our acknowledgement of your Order;
<b>"Party"</b>	either us or you, and "Parties" shall mean both of us and you;
<b>"Reseller Hosting Services"</b>	the hosting services that we provide to our customers to allow our customers to sell those hosting services to third parties as a reseller, the specification of which is as listed and updated on the Website from time to time;
<b>"Reseller Hosting Services Fees"</b>	the fees payable to us by you for our provision to you of the Reseller Hosting Services;
<b>"Services"</b>	means the services that we provide to you under the Agreement, and which may include the Hosting Services, the Reseller Services, the Dedicated Server Services, the VPS Services and/or the Support Services;
<b>"SSL Certificate Services"</b>	the services that we provide to our customers by which we make available a Secure Sockets Layer certificate (known as an "SSL Certificate") which may be used to facilitate an encrypted link between the providers of a resource or service and the service requestors;
<b>"SSL Certificate Services Fees"</b>	the fees payable to us by you for our provision to you of the SSL Certificate Services;
<b>"Support Services"</b>	has the meaning given to it in Clause 15.1;
<b>"VPS Services"</b>	means the services that we provide to our customers by which we make available a virtual private server (known as a "VPS", "Hybrid VPS" or "Hybrid Server") which effectively provides to the customer access to a virtual computer, the specification of which is as listed and updated on the Website from time to time;
<b>"VPS Services Fees"</b>	the fees payable to us by you for our provision to you of the VPS Services; and

"you" or "your"

our customer who registered for an account on the Website to submit an order for the receipt of services from us;

- 1.4.2 references to "**Clauses**" are to clauses of these Terms and Conditions;
- 1.4.3 the headings are inserted for convenience only and shall not affect the interpretation or construction of these Terms and Conditions;
- 1.4.4 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral, and references to persons shall include an individual, company, corporation, firm or partnership;
- 1.4.5 reference to "**written**" or in "**writing**" includes the electronic form;
- 1.4.6 References to "**includes**" or "**including**" or like words shall mean without limitation; and
- 1.4.7 references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

## 2. AGE RESTRICTION

By registering for an Account and submitting an Order, you warrant that you are at least 18 years of age.

## 3. EFFECT

- 3.1. **Application of these Terms and Conditions:** These Terms and Conditions shall apply to all Orders and to all Agreements. When you submit an Order to us, this shall always constitute your unqualified acceptance of these Terms and Conditions. If you are a Consumer, nothing in these Terms and Conditions shall affect your statutory rights.
- 3.2. **Any other terms:** These Terms and Conditions shall prevail over any separate terms put forward by you. Any conditions that you submit propose or stipulate in whatever form and at whatever time, whether in writing or orally, are expressly waived and excluded.
- 3.3. **Entire Agreement (if you are a Business Customer):** If you are a Business Customer, these Terms and Conditions and our Privacy and Cookies Policy and Terms of Use constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms and Conditions and our Privacy and Cookies Policy and Terms of Use.
- 3.4. **Authority (if you are a Business Customer):** You confirm that you have authority to bind any business on whose behalf you use the Website to submit and Order.

## 4. REGISTRATION FOR AN ACCOUNT

- 4.1. Need for an Account:** If you would like to place an Order through the Website, you will need to register for an account on the Website which you will be able to access through the "My Account" part of the Website, and by which you will be able to change the details that we hold about you and administrate the Services that we provide to you ("Account"). You may browse the Website without registering for an Account, but, to submit an Order, you must register for an Account.
- 4.2. If you have an Account:** If you already have an Account, you can login to your Account to submit an Order.
- 4.3. If you do not have an Account:** If you do not have an Account, to submit an Order you will need to register for an Account. To register, you need to supply us with your name, address, email address, a password and possibly some other personal information. See our Privacy and Cookies Policy for more details about this. You can provide us with that information by filling in the necessary information on the Website manually where indicated and then following the instructions on the Website.
- 4.4. Registering for an Account:** Once you register for an Account, you will be asked to create a username and password for your Account. You may change this password by accessing your Account and following the instructions. You must keep the password confidential and immediately notify us if there is any unauthorised use of your email address or your Account or any breach of security otherwise known to you. You acknowledge that any person to whom your username or password is disclosed is authorised to act as your agent for the purposes of using (and/or transacting via) your Account. Please note that you will be entirely responsible if you do not maintain the confidentiality of your password.
- 4.5. Valid email address:** You must be registered for an Account with a valid email address that you access regularly, so that, amongst other things, we can send administration and information emails to you. Any Account registered with another person's email address or with a temporary email address may be closed by us without notice. We may also require you to validate your Account at registration or if we believe that you have been using an invalid email address.
- 4.6. Rejection:** We reserve the right to reject any registration for an Account and to refuse use of or access to the Website to anyone for any reason, in our absolute discretion.

## 5. PLACING AN ORDER AND FORMING AN AGREEMENT

- 5.1. Registration:** Once you have registered for an Account, you will be able to place an Order.
- 5.2. Selection of Services:** By following the instructions on the Website, you will be able to select those Services in relation to which you would like to submit an Order.
- 5.3. Confirming your Order:** Before submitting an Order, you will be shown a webpage listing the Services you have selected together with the Fees payable for those Services. You will be given an opportunity to correct any errors in your selections prior to submitting your Order. Unless otherwise stipulated on the Website or agreed in writing by us, all Fees are payable in the currently then in force in England (i.e. currently pounds sterling).

- 5.4. Payment of Fees:** The Fees are payable monthly in advance, and you will pay the Fees for the first month of provision of the Services to you in advance at the time that you submit your Order. You are able to pay the Fees by PayPal only; you must have an account with PayPal in order to submit an Order and you must agree to Paypal (as appropriate) terms and conditions in order to have such an account. We shall not be bound to supply any Services to you until we have received the necessary cleared funds in full.
- 5.5. Having sufficient funds:** PayPal pay will ask you to provide details of a payment card or account, and you must be fully entitled to use that card or account. That card or account must have sufficient funds to cover the payment(s) to be made to us.
- 5.6. Subject to these Terms and Conditions:** When you submit an Order to the Website, you agree that you do so subject to these Terms and Conditions current as at the date on which you submit your Order. It is your responsibility to review the latest Terms and Conditions each time you submit an Order.
- 5.7. Order is an offer only:** Your Order is an offer to purchase Services from us, and it remains an offer until we issue our Order Acceptance or when we receive your notice that you would like to cancel your Order, whichever is earlier.
- 5.8. Accepting your Order:** We shall not be obliged to provide any Services to you until we have accepted your Order for those Services. We may refuse to accept your Order for any reason (in our absolute discretion). Any Order Acknowledgement that we send to you, whether by email, letter, fax or by any other media, is for your information only and is not an Order Acceptance. An Order Acknowledgement may contain an Order number and details of your Order. The Agreement will be formed when we accept your Order and become legally bound to provide the Services to you. Such acceptance takes place when we expressly accept your Order by sending you an Order Acceptance, whether by email, letter, fax or any other media, which shall state that we are accepting your Order. An Order Acceptance shall take effect when it has been despatched to you by us.
- 5.9. Invoicing:** We may send you an invoice at any time after we have sent you an Order Acceptance.
- 5.10. Cancelling before acceptance:** Until we have sent you an Order Acceptance, we reserve the right to refuse to process your Order, and you reserve the right to cancel your Order. If we or you cancel your Order before we have sent you an Order Acceptance, then we will arrange for you to be refunded any Fees that you have already paid in respect of that Order.
- 5.11. Mistakes in your Order:** If, after submitting your Order, you realise that you have made a mistake in your Order, please contact us as soon as possible on [support@trilogywebsolutions.co.uk](mailto:support@trilogywebsolutions.co.uk).

## **6. PROVISION OF THE SERVICES**

- 6.1. Activation:** When we send you an Order Acceptance, we will activate the Services that are the subject of your Order. We inform you of such activation in the Order Acceptance.

**6.2. Services:** We shall provide to you the Services that are set out in the Order that are the subject of the Agreement. We warrant that:

- 6.2.1.** we shall use our reasonable skill and care in providing the Services;
- 6.2.2.** our employees, agents and subcontractors have the necessary skill to provide any Services;
- 6.2.3.** any Services will be provided in a professional, competent and workmanlike manner;
- 6.2.4.** we have all necessary consents, rights and permission to enter into, and perform our obligations under, these Terms and Conditions; and
- 6.2.5.** we shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of our rights and performance of our obligations under this Agreement.

**6.3. No warranty:** We do not warrant that the Services will meet your individual requirements. We are not responsible for any people, equipment, deliverables or services that we are not expressly stipulated to provide in these Terms and Conditions. You are responsible for any people, equipment, deliverables and services that you need to obtain from someone other than us. Except for any matter in relation to which we specifically agree in writing to advise or do, we shall not be responsible, or have any Liability (subject to Clause 21.3 or Clause 22.3 (as applicable)) for advising on, or failing to advise on, or doing, or failing to do, anything else.

**6.4. "Unlimited" features:** Where we say, in these Terms and Conditions or on the Website generally, that features of the Services are "unlimited", that is always subject to fair use and your compliance with compliance with Clauses 7.2.9(e) and 7.8, 7.9 and 7.10.

**6.5. No guarantee:** We do not warrant that the Services will be uninterrupted, error-free or secure from unauthorised access, or that they will meet your individual requirements. Whilst we use our reasonable endeavours to make the Services available 24 hours a day, and our servers available to host the Services 910.99% of the time, we shall not have any Liability (subject to Clause 21.3 or Clause 22.3 (as applicable)) if for any reason the Services are unavailable for any time or for any period. We make no warranty that your access to the Services will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. [In addition, if a third party supplier of hosting services to us suspends provision of access to its servers at any time, the provision of the Services by us may be suspended.]

**6.6. Improvements:** We reserve the right, at any time, to carry out repairs, maintenance or introduce new facilities and functions in respect of all or any part of the Services. Where it is reasonably practicable for us to do so, we will give you reasonable notice of us putting into place such repairs, maintenance or new facilities or functions.

**6.7. Monitoring:** We will monitor our provision of the Services using our own monitoring tools. We will only rely on our own monitoring tools to assess the performance of the Services, and we will not consider or accept any results, reports or data from your monitoring tools in relation to the Services

**6.8. Timescales:** We shall use our reasonable endeavours to perform our obligations under these Terms and Conditions within any timescales set out in the Order. However(subject to Clause 21.3 or Clause 22.3 (as applicable)), we shall not have any Liability for any delays or failures to accurately perform our obligations:

**6.8.1.** If we have used those endeavours; or

**6.8.2.** If caused by any failure or delay on your part or by any breach by you of these Terms and Conditions or any other agreement between us and you.

If there is any slippage in time, we shall use our reasonable endeavours to reschedule delayed tasks to a mutually convenient time.

**6.9. Our responsibility:** Except as specifically stipulated in these Terms and Conditions, we shall not be responsible for providing or achieving any particular results or outcomes or within a particular time.

**6.10 Exclusions:** Except where expressly stated in these Terms and Conditions, we exclude all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services.

**6.11 Our access:** Where necessary, we may need to access your Services, and you acknowledge that we may make such access without informing you.

**6.12 No warranty as to compatibility:** We do not warrant that the Services will be compatible with all Material.

**6.13 Third party access:** You acknowledge that the servers used in the provision of the Services (including the VPS Servers and the Dedicated Servers) may be accessible to all users of the Internet. We do not and cannot make any guarantee as to, and (subject to Clause 21.3 or Clause 22.3 (as applicable)) we shall not have any Liability in respect of, the protection or security of any information held on the servers .

## 7. YOUR OBLIGATIONS

**7.1. Correct information:** You must only submit to us or the Website information (whether Material, contact details or otherwise) which is accurate and not misleading and you must keep it up-to-date and inform us of any changes.

**7.2. Your responsibilities:** You shall:

**7.2.1.** co-operate with us;

**7.2.2.** report any faults or suspected faults with or in the Services to us immediately upon discovery;

**7.2.3.** report to us any abuse of the Internet (including spam, hacking and phishing) that you consider to have taken place through the use of the Services by any person, and you shall include in such report as much information as you are able to provide to us relating to the type of abuse that you have witnessed;

**7.2.4.** use your own login details for the Website and not impersonate any other person or adopt a false identity;



- 7.2.5.** keep your password strictly confidential and secure, and immediately change your password if you know or suspect that any unauthorised third party becomes aware of your password or if you become aware of unauthorised use of your password or there is any other breach of security known or suspected by you;
- 7.2.6.** maintain access to the Services through your Internet or telecoms service providers, and we are not responsible for any connections from your system to the Services;
- 7.2.7.** be responsible for ensuring that you have the knowledge and expertise necessary to access and make use of the Services;
- 7.2.8.** ensure that all Material is suitable and prepared for use in conjunction with the Services;
- 7.2.9.** be responsible for ensuring that, and you hereby warrant and undertake to us that, your use of the Services and any Material:
  - a) does not infringe the privacy rights or Intellectual Property Rights of any third party;
  - b) does not harm us or bring us or our name into disrepute;
  - c) is not for the purposes of sending spam or other unsolicited emails;
  - d) is not for the purposes of breaching or circumventing the security of any network or Internet user;
  - e) does not impose an unreasonable or disproportionately large load on our infrastructure or the Services (whether or not the Services have "unlimited" elements, such as in relation to Internet traffic or disk usage);
  - f) does not interfere with another user's use of the Services or similar services;
  - g) is not defamatory, obscene, abusive, malicious, indecent, harassing or discriminatory;
  - h) conforms in all respects will all applicable laws, rules, regulations, bye-laws and codes of practice (including disability discrimination, intellectual property, privacy and data protection laws); and
  - i) does not contain any material detrimental to us or any other user of the Services or similar services, including any viruses, trap doors, back doors, Trojan horses, time bombs, easter eggs, worms, cancelbots or other computer programming routines that are intended to detrimentally interfere with, damage, expropriate or surreptitiously intercept any system, data or personal information;
- 7.2.10.** promptly comply with our reasonable requests from time to time in connection with these Terms and Conditions; and
- 7.2.11.** ensure that the Services are sufficient and suitable for your purposes and meet your individual requirements.

**7.3. Restrictions:** You must not, whether yourself or in conjunction with anyone else:

**7.3.1.** manipulate Orders or transactions in ways that are unfair to us or other users of the Website and/or the Services; and

**7.3.2.** use or access the Website and/or the Services in contravention of any applicable law.

**7.4. Warranty as to Material:** You warrant that any Material is owned by you. It is your responsibility to make sure that you have all necessary rights and consents relating to your use of the Material in conjunction with the Services.

**7.5. Indemnity as to Material:** You shall indemnify and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by you of Clauses 7.1, 7.2, 7.3, 7.4 or 7.6. This indemnity shall apply whether or not you have been negligent or at fault.

**7.6. Backups:** You are responsible for keeping regular and full backups of all Material. Subject to Clause 21.3 or Clause 22.3 (as applicable), we shall have no Liability for any failure by you to backup any Material. If any Material is lost or corrupted for any reason and you do not have an appropriate backup, we will not be able to help you recover that lost or corrupted Material except to the extent that you subscribe for the Backup Services.

**7.7. Insurance:** You are responsible to ensure that you have in place insurance in relation to any Material, including in relation to the loss or corruption of that Material.

**7.8. Data warehousing:** You acknowledge that the Services and any Material may not be used for the purpose of data warehousing such as (but not limited to) storage of backup or archival data, mirror sites, or personal multimedia content such as movies, music, photos or other media.

**7.9. Peer-to-peer media (including files) sharing or streaming:** You acknowledge that the Services and any Material may not be used for the purpose of peer-to-peer file or media sharing, streaming, BitTorrent, Tor or other similar forms of data transmission.

**7.10. Content delivery networks:** You acknowledge that the Services and any Material may not be used for the purpose of providing or participating in a content delivery network.

## **8. BACKUP SERVICES**

**8.1. The Backup Services Fees:** The Backup Services Fees are as set out on the Website at the time that you submit your Order, subject to Clause 17.3.

**8.2. The Backup Services:** If you subscribe for the Backup Services, we will make regular backups of your Material. However, we only backup that Material as it appears on our servers; the backup Material will be in the form in which the Material is in when you upload it to, or as found on, our servers when the backup was taken. It is your responsibility to verify the content and accuracy of all Material that we hold for you, and you should ask us to restore your Material to an independent location from time to time to verify such accuracy. The Backup Services are provided for your convenience only and we do not provide any warranty or guarantee that the Material will be accurate and that it will not be corrupt. It is your responsibility to ensure that the Backup Services are sufficient for your individual requirements and to arrange to receive full backup services from a third party in the event that the Backup Services are not sufficient for your requirements.

**8.3. Timeframe for restoration of Material:** We will restore the Material on request to such location as you request. It is your responsibility to ensure that such location does not contain material and content that you need as it may be lost once the restoration is complete. We will use our reasonable endeavours to restore Material within two Business Days of your request, but we do not guarantee that restoration will be completed within that timeframe.

## 9. HOSTING SERVICES

**9.1. Free domain name:** We provide one free .uk or .com domain name with every Agreement for Hosting Services for a period of 12 months; if you would like a domain name that is not .uk or .com (such as .biz), you will be responsible for any payable registration fees. If you already have a host but want to benefit from our unlimited cloud platform, you can ask us to migrate your domain and website to our platform. You can add an unlimited number of domains to the same Agreement for Hosting Services at any time, either by transferring your domains to us, creating new domains, or just pointing your DNS to our name servers.

**9.2. Domain name registration period:** Domain names registered under the Hosting Services will be registered for a period of 12 months unless we inform you otherwise.

**9.3. Costs in respect of domain names:** Where we provide a domain name to you free of charge in accordance with Clause 9.1, if you terminate the Hosting Services to which that free domain name relates within the initial registration period of the domain, you will be responsible to pay to us the registration fee that you would have paid to us for that domain name if we had not provided it to you free of charge, where such fees are listed on the Website and updated from time to time. We reserve the right to require full payment of such fees to us prior to us releasing or migrating the domain name to a third party host.

**9.4. The Hosting Services Fees:** The Hosting Services Fees are as set out on the Website at the time that you submit your Order, subject to Clause 17.3.

**9.5. Refund:** If you are not completely happy with our provision of the Hosting Services within the first 30 days of the Order Acceptance, then you can cancel the Agreement and we will refund in full any Hosting Services Fees that you have paid to us.

## **10. RESELLER HOSTING SERVICES**

**10.1. The Reseller Hosting Services Fees:** The Reseller Hosting Services Fees are as set out on the Website at the time that you submit your Order, subject to Clause 17.3.

**10.2. Refund:** If you are not completely happy with our provision of the Reseller Hosting Services within the first 30 days of the Order Acceptance, then you can cancel the Agreement and we will refund in full any Reseller Hosting Services Fees that you have paid to us.

## **11. DEDICATED SERVER SERVICES**

**11.1. The Dedicated Server Services Fees:** The Dedicated Server Services Fees are as set out on the Website at the time that you submit your Order, subject to Clause 17.3.

**11.2. Refund:** If you are not completely happy with our provision of the Dedicated Server Services within the first 30 days of the Order Acceptance, then you can cancel the Agreement and we will refund in full any Dedicated Server Services Fees that you have paid to us.

## **12. VPS SERVICES**

**12.1. The VPS Services Fees:** The VPS Services Fees are as set out on the Website at the time that you submit your Order, subject to Clause 17.3.

**12.2. Refund:** If you are not completely happy with our provision of the VPS Services within the first 30 days of the Order Acceptance, then you can cancel the Agreement and we will refund in full any VPS Services Fees that you have paid to us.

## **13. SSL CERTIFICATE SERVICES**

**13.1. The SSL Certificate Services Fees:** The SSL Certificate Services Fees are as set out on the Website at the time that you submit your Order, subject to Clause 17.3.

**13.2. No warranty:** We use several third party Certification Authorities to issue SSL Certificates (the "SSL Certificate Certification Authority") for us. We do not warrant that:

**13.2.1.** an order for a SSL Certificate will be accepted by the relevant SSL Certificate Certification Authority; or

**13.2.2.** any attempt to issue an SSL certificate will be successful;

**13.3. Third party warranty:** Any warranty offered by the SSL Certificate Certification Authority as part of the SSL Certificate shall be the sole responsibility of the said SSL Certificate Certification Authority and shall not be interpreted as a warranty offered by us.

- 13.4. Renewals:** You are responsible to ensure that any SSL Certificates that are issued as part of the Services are renewed when necessary and all relevant renewal fees are paid. Subject to Clause 21.3 or Clause 22.3 (as applicable), we shall have no Liability for any failure by you to renew any SSL Certificate.

## 14. HOSTED EMAIL SERVICES

- 14.1. The Hosted Email Services Fees:** The Dedicated Server Services Fees are as set out on the Website at the time that you submit your Order, subject to Clause 17.3.
- 14.2. Refund:** If you are not completely happy with our provision of the Hosted Email Services within the first 30 days of the Order Acceptance, then you can cancel the Agreement and we will refund in full any Hosted Email Services Fees that you have paid to us.

## 15. DOMAIN NAMES

- 15.1. No warranty:** We are a Nominet TAG holder and use several third parties to register domain names for us. If the Services include any registration of domain names, we do not warrant that:

**15.1.1.** the domain names requested will be accepted for registration by the relevant registrar; or

**15.1.2.** any registration will be successful;

and, subject to Clause 21.3 or Clause 22.3 (as applicable), we shall have no Liability if any domain name chosen by you infringes the Intellectual Property Rights, or any other rights, of any third party.

- 15.2. Domain name charges:** If any charges apply to the registration of a domain name that you have chosen, you will be informed of those charges during the Order process prior to submission.

- 15.3. Domain name registries:** The registration of the domain name that you choose, and the ongoing use of that domain name, shall be subject to the domain name registry's terms and conditions from time to time, and, in submitting an application for registration, you agree that you have requested, considered and accepted those terms and conditions. You may find such terms and conditions for a particular family of domain names in our Third Party Domain Terms.

- 15.4. Cancellation or suspension by us:** We reserve the right to suspend or cancel any application for registration of a domain name or refuse to host any domain name if you are, or we reasonably believe that you are, in breach of these Terms and Conditions.

- 15.5. Renewals:** You are responsible to ensure that any domain names that you register as part of the Services are renewed when necessary and all relevant renewal fees are paid. We will inform you that a renewal date is impending at least thirty days before the domain name is due for renewal, however it is your responsibility to stay up-to-date with any domain name registrations provided as part of the Services to ensure they are renewed if so desired. Subject to Clause 21.3 or Clause 22.3 (as applicable), we shall have no Liability for any failure by you to renew any domain name registration.

## 16. SUPPORT SERVICES

**16.1. What we provide:** We shall use our reasonable endeavours to correct any errors or omissions in the Services as soon as practicable during Business Hours on Business Days after receiving full and clear information on them. However, since we do not guarantee that the Services will be free from faults, we shall provide email support accessed by means of a ticketing system for you to use for us to deal with any faults and also for answering queries ("Support Services"). We shall use our reasonable endeavours to respond to a request for Support Services within a reasonable time, but we cannot guarantee any particular result or outcome nor within any particular time. In particular, without limitation, we may need to obtain support in turn from a third party that assists us with the provision of the Support Services.

**16.2. Exclusions:** The following are expressly excluded from the Support Services:

**16.2.1.** rectification of lost or corrupted Material;

**16.2.2.** rectification of any failure by you to take appropriate backups;

**16.2.3.** resolving faults or defects that arise as a result of your failure to comply with these Terms and Conditions or any other agreement between you and us; and

**16.2.4.** changing or updating in any way the content of any website that is the subject of the Agreement.

We may provide any of the excluded services listed in this Clause 16.2 as part of the Support Services in our absolute discretion. Subject to Clause 21.3 or Clause 22.3 (as applicable), we will not have any Liability for our provision of any of those excluded services to you.

**16.3. Charges:** We provide the Support Services free of charge with every Agreement.

## 17. FEES

**17.1.** Invoicing and payment: Fees will be payable monthly in advance, and we will invoice you monthly for the Fees payable.

**17.2.** Late payment: We will send you reminders for payment following our sending of an invoice to you. However, if you have not paid any invoice within 14 days of us having sent that invoice to you, we will cancel the Agreement, and cease to provide the Services, without notice to you. It is your responsibility to make sure that any payment details you have provided to PayPal and the contact details you have provided to us via your Account are correct and up-to-date at all times.

**17.3.** Increase in Fees: We may increase any Fees at any time on notice to you of three days, with the increase taking effect from the next payment date for the Fees in accordance with Clause 17.1. If you do not accept the increase, you have the right to cancel the Agreement in accordance with Clause 20.4.

## 18. DATA PROTECTION

Please see our Privacy and Cookies Policy which forms part of these Terms and Conditions.

## 19. INTELLECTUAL PROPERTY RIGHTS

**19.1. What we own:** You acknowledge that we own:

- 19.1.1.** all Intellectual Property Rights in the Services and any rights arising out of any works arising in connection with them; and
- 19.1.2.** any IP address allocated to you as part of the Services, and such IP address is not portable or transferrable to another hosting provider at any time, including in the event that the Agreement is terminated.

We grant to you a non-exclusive licence to use the Services and any such IP address to the extent necessary for you to receive the provision of the Services from us.

**19.2. What you own:** We acknowledge that you own all Intellectual Property Rights in the Material, where your ownership is subject to the obligations contained in these Terms and Conditions and, in particular, Clause 7. You grant to us a non-exclusive licence to use that Material to the extent necessary for us to provide the Services to you.

## 20. TERMINATION

**20.1. Term:** Following the date of the Order Acceptance, the Agreement will continue in force until otherwise terminated in accordance with these Terms and Conditions.

**20.2. Cooling-off period:** If you are a Consumer, you may cancel your purchase of our provision to you of Services that are the subject of an Order that you submit to us (and obtain a full refund) at any time within 14 days beginning on the day on which we send you the Order Acceptance, provided that you have not accessed your Account following such Order Acceptance being sent to you. Details of your right to cancellation under this Clause 20.1, and an explanation of how to exercise it, will be sent to you in the Order Acceptance. To cancel the Services that are the subject of your Order in accordance with this Clause 20.1, you must inform us by emailing us at [support@trilogywebsolutions.co.uk](mailto:support@trilogywebsolutions.co.uk). This Clause 20.1 does not affect your statutory rights as a Consumer.

**20.3. Cancellation within 30 days:** You may cancel any of the Services at any time within 30 days of having received the Order Acceptance in accordance with Clauses 9.5, 10.2, 11.2 and 12.2. Such a right will not apply to private servers, domain name registrations or SSL Certificates. To effect a cancellation in accordance with this Clause 20.3, you should contact us within 30 days of having received the Offer Acceptance on [support@trilogywebsolutions.co.uk](mailto:support@trilogywebsolutions.co.uk).

**20.4. Termination at any time:** You may terminate the Agreement with immediate effect at any time by giving to us notice.

**20.5. No refunds:** In the event that you cancel any Services during the course of an Agreement, you will not be entitled to a refund for any term of that Agreement remaining but unused as at the date of cancellation.

**20.6. Termination by us on notice:** We may terminate the Agreement at any time by giving to you not less than five Business Days' notice. In the event that we terminate the Agreement under this Clause 20.6, we will refund to you the Fees that you have paid to us on a pro-rata basis for the period from the date of termination to the date in relation to which you have paid the Fees in advance.

**20.7. Immediate termination by us:** If you:

- 20.7.1.** are in breach of any of your obligations under these Terms and Conditions; or
- 20.7.2.** are unable to pay your debts when they fall due;
- 20.7.3.** have a petition for administration or winding up proceedings;
- 20.7.4.** have a receiver or manager appointed over any of your property or assets;
- 20.7.5.** are the subject of a bankruptcy petition;
- 20.7.6.** enter into any composition with creditors generally;
- 20.7.7.** take or suffer any steps preparatory to the situations set out in Clauses 20.7.2 to 20.7.6, or if any distress or execution is levied or threatened on any of your property or assets;

we may terminate the Agreement immediately without notice to you and retain any advance payment made by you to us.

**20.8. Event Outside Our Control:** We may terminate the Agreement in accordance with Clause 24.4.

**20.9. On termination:** In the event that the Agreement is cancelled or terminated:

- 20.9.1.** all Material will be automatically deleted from our servers and, as is the case through the term of any Agreement in accordance with Clause 7.6, you are responsible for taking appropriate backups of such data and material at all times;
- 20.9.2.** we will cease to provide any Services to you; and
- 20.9.3.** the accrued rights, remedies, obligations and liabilities of us and you as at cancellation or termination shall not be affected, including the right to claim damages for any breach of these Terms and Conditions which existed at or before the date of cancellation or termination.

**20.10. Post-termination:** Termination of the Agreement shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

**20.11. Domain name fees:** Please note that domain name registration fees that you pay to us are not refundable and the domain name will remain registered for the duration of the registration term. Once this term has expired the domain can be cancelled by you.

**20.12. SSL Certificate fees:** Please note that SSL Certificate fees that you pay to us are not refundable and the SSL Certificate will remain issued for the duration of the term.



## 21. LIMITATION OF LIABILITY IF YOU ARE A CONSUMER

- 21.1. Applicability of this Clause 21:** This Clause 21 shall not apply to you if you are a Business Customer.
- 21.2. If you are a Consumer:** If you are a Consumer, nothing in these Terms and Conditions (including this Clause 21) affects or limits your statutory rights (including, without limitation, the right to insist that the Services shall be provided to you using reasonable skill and care).
- 21.3. What we do not exclude Liability for:** We shall not exclude or limit our Liability for:
- 21.3.1.** our fraud; or
  - 21.3.2.** death or personal injury caused by our Breach of Duty; or
  - 21.3.3.** any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
  - 21.3.4.** any other Liability which cannot be excluded or limited by applicable law.
- 21.4. What we are responsible for:** If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- 21.5. Consumers only:** We only provide the Services to you, as a Consumer, for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and, subject to Clause 21.3, we shall have no Liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 22. LIMITATION OF LIABILITY IF YOU ARE A BUSINESS CUSTOMER

- 22.1. Applicability of this Clause 22:** This Clause 22 shall not apply to you if you are a Consumer.
- 22.2. What this limitation applies to:** This Clause 22 prevails over all of the Agreement and sets forth our entire Liability, and your sole and exclusive remedies, in respect of:
- 22.2.1.** performance, non-performance, purported performance, delay in performance or mis-performance of the Agreement or any services or deliverables in connection with the Agreement; or
  - 22.2.2.** otherwise in relation to the Agreement or entering into the Agreement.
- 22.3. What this limitation does not apply to:** We shall not exclude or limit our Liability for:
- 22.3.1.** our fraud; or
  - 22.3.2.** death or personal injury caused by our Breach of Duty; or
  - 22.3.3.** any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
  - 22.3.4.** any other Liability which cannot be excluded or limited by applicable law.

**22.4. Breach of Duty excluded:** Subject to Clause 22.3, we do not accept and hereby exclude any Liability for Breach of Duty other than any Liability arising pursuant to the terms of the Agreement.

**22.5.** What else we are not liable for: Subject to Clause 22.3, we shall not have any Liability in respect of any:

**22.5.1.** indirect or consequential losses, damages, costs or expenses;

**22.5.2.** loss of actual or anticipated profits

**22.5.3.** loss of contracts;

**22.5.4.** loss of use of money;

**22.5.5.** loss of anticipated savings;

**22.5.6.** loss of revenue;

**22.5.7.** loss of goodwill;

**22.5.8.** loss of reputation;

**22.5.9.** loss of business;

**22.5.10.** ex gratia payments;

**22.5.11.** loss of operation time;

**22.5.12.** loss of opportunity;

**22.5.13.** loss caused by the diminution in value of any asset; or

**22.5.14.** loss of, damage to, or corruption of, data;

whether or not such losses were reasonably foreseeable or our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 22.5.2 to 22.5.14 (inclusive) apply whether such losses are direct, indirect, consequential or otherwise.

**22.6. The limitation:** Subject to Clause 22.3, our total aggregate Liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to the greater of:

**22.6.1.** 110% of all amounts paid and total other sums payable, in aggregate, by you to us under this Agreement in the 12 months prior to the date on which the claim first arose; or

**22.6.2.** £4000.

**22.7. The Fees:** You shall not exclude or limit your Liability for failure to pay the Fees.

**22.8. The effect of the limitation:** The limitation of Liability under Clause 22.6 has effect in relation both to any Liability expressly provided for under the Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of the Agreement.

**22.9. Your acknowledgement:** you acknowledge and accept that we only provide the Services to you on the express condition that we will not be responsible for, nor shall we have any Liability (subject to Clause 22.3) directly or indirectly for any act or omission of you or any third party.

## 23. NOTICES

- 23.1.** Any notice given to either us or you by the other under or in connection with these Terms and Conditions shall be in writing, addressed (as applicable) to us at our registered office or addressed to you at such address as you may have specified to us from time to time, and shall be delivered personally, sent by pre-paid first class post, recorded delivery or commercial courier.
- 23.2. When a notice is considered delivered:** A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 23.1; if sent by pre-paid first class post or recorded delivery, at 10.00 am on the second Business Day after posting; and, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

## 24. EVENTS OUTSIDE OUR CONTROL

- 24.1. No liability:** Subject to Clause 21.3 or Clause 22.3 (as applicable), we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by an Event Outside Our Control.
- 24.2. Meaning of an Event Outside Our Control:** An "Event Outside Our Control" means any act or event beyond our reasonable control, including strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 24.3. What happen following an Event Outside Our Control:** If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
- 24.3.1.** we will contact you as soon as reasonably possible to notify you of the Event Outside Our Control; and
  - 24.3.2.** our obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our performance of our responsibilities under these Terms and Conditions, we will restart the performance of those responsibilities as soon as reasonably possible after the Event Outside Our Control is over.
- 24.4. Cancellation following an Event Outside Our Control:** You may cancel the Agreement if an Event Outside Our Control takes place and you no longer wish to make use of the Services. Please see your cancellation rights under Clause 20. We will only cancel the Agreement if the Event Outside Our Control continues for longer than four weeks, in which case such cancellation shall have immediate effect.

## 25. RETENTION OF RECORDS

We shall keep a record of your Order and these Terms and Conditions until six years after you submit your Order to us through the Website. However, for your reference in future, we recommend that you print and keep a copy of these Terms and Conditions, your Order, the Order Acknowledgement and the Order Acceptance.

## 26. COMPLAINTS

We value your satisfaction with the Website and the Services. If you have a complaint, you should contact us by means of the Support Services. We will try to address any such complaints you may have as soon as reasonably possible. If you feel that your complaint was not addressed to your satisfaction, then you may escalate your complaint by means of a notice (see Clause 23). Upon receipt of such notice, your complaint will be assessed by a company director and a full response will be made within 15 working days.

## 27. GENERAL

- 27.1. Third party rights:** A person who is not us or you shall not have any rights under or in connection with these Terms and Conditions.
- 27.2. Transfer by you:** These Terms and Conditions are personal to you. You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, these Terms and Conditions or any right, benefit or interest under them, nor transfer, novate or sub-contract any of your obligations under them, without our prior written consent (such consent not to be unreasonably withheld or delayed).
- 27.3. Transfer by us:** We may transfer our rights and obligations under these Terms and Conditions to another organisation, and we will always inform you if that happens, but this will not affect your rights or our obligations under these Terms and Conditions.
- 27.4. Waiver:** If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 27.5. Severance:** Each of the provisions of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.
- 27.6. No partnership:** Nothing in these Terms and Conditions shall constitute a partnership or employment or agency relationship between us and you.
- 27.7. Governing law:** These Terms and Conditions and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

**27.8. Jurisdiction (if you are a Consumer):** If you are a Consumer, you submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation, except where, by law, such dispute or claim must be brought in the jurisdiction in which you are domiciled, or where the relevant law contains mandatory provisions that override such exclusive jurisdiction. This Clause 27.8 shall not apply if you are a Business Customer.

**27.9. Jurisdiction (if you are a Business Customer):** If you are a Business Customer, you submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation. This Clause 27.9 shall not apply if you are a Consumer.

These Terms and Conditions were most recently updated on 5th September 2014.