

# Terms & Conditions

**IMPORTANT LEGAL NOTICE: PLEASE READ THESE TERMS OF SERVICE CAREFULLY.**

**THESE TERMS OF SERVICE REGULATE OUR CONTRACT TO PROVIDE SERVICES TO YOU, AND THE SUBSEQUENT OPERATION OF YOUR ACCOUNT BY BOTH PARTIES**

(Provider & Client)

**By nature of owning a Fast2host account, you accept these Terms & Conditions.**

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# Terms & Conditions

## 1. Introduction

- 1.1 This contract is made between Fast2host Ltd (the provider) and the customer (client) and is willingly entered into by both parties.
- 1.2 The contract is designed to embrace all services provided by Fast2host Ltd and intended to cover all spectrums of its customer base
- 1.3 It will on the day promulgation supersede all prior contracts, agreements, understandings and discussions, however previously made between Fast2host Ltd and their customer.
- 1.4 The customer acknowledges that the 'Terms & Conditions' as set out in this policy document form a binding agreement upon both parties during the period of the Service Contract.

## 2. Services

- 2.1 The contract confirms that Fast2host Ltd agrees to provide Internet Connection, Co-Location & Hosting services as detailed within the contract, subject to all reasonable and prevailing conditions.
- 2.2 All customers have the right to terminate this agreement in accordance with the conditions set out section 5 of this contract.
- 2.3 Fast2host Ltd reserves the right to refuse service and/or access to its servers and/or services to anyone.
- 2.4 Fast2host Ltd as part of their ongoing research & development program may broaden or reduce the range of services by issuing an amended policy document / contract, in the event of any such change.
- 2.5 Fast2host Ltd reserves the right to suspend or cancel a customer's access to any or all services provided by Fast2host Ltd, when Fast2host decides that the account has been inappropriately used or otherwise.
- 2.6 Service renewals will automatically renew for successive terms of equal length to the initial term at the same rates unless otherwise informed by Fast2host Ltd. Unless notification of service termination has been submitted in accordance with our policy as detailed in section 5.7 of this contract.
- 2.7 The customer may from time to time deliver service orders to Fast2host Ltd. Each service order, once accepted by Fast2host Ltd shall be binding upon both parties.

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## 2.8 Servers.

- 2.8.1 Personal accounts are to be used by the primary owner only. Personal account holders are not permitted to resell, store, give away or otherwise distribute web-hosting services of their website to other parties. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads and personal ads. Customers may however, resell through our Reseller Packages.
- 2.8.2 Fast2hosts Ltd reserves the right to move any data (co-location excepted) to a different server with no prior notice.
- 2.8.3 To guarantee optimal performance of our servers, it is necessary for Fast2hosts ltd to perform routine maintenance. This maintenance work often requires taking Fast2host services off-line, which is normally carried out during off-peak hours (midnight – 7 AM). Fast2host Ltd will normally give advance notice of maintenance works requiring the services to be taken off-line by publishing a notice on the Fast2host website on the 'announcements' page.
- 2.8.4 All of our Servers use RAID type (Redundancy Array of Independent Disks) disk configuration. Therefore, in the event of a single disk failure no disruption to service should occur and the replacement would be carried out at a mutually convenient time.
- 2.8.5 In normal circumstances Fast2host Ltd run daily backups of data files. Where a co-location service is provided (customers server in Fast2host rack) an additional chargeable daily back up option is available. Where this option is not taken, it is the customer's responsibility to ensure any or all of their data is suitably backed up. Where the chargeable back up option is taken, it is the customer's responsibility to ensure that any backup folder / file or similar is set up in order for us to manage the backups. Fast2host reserves the right in that it cannot be held responsible for the integrity of the customer's data and /or any data that may be corrupt and the customer will not hold Fast2host Ltd liable or seek any penalty or claim resulting from a failed backup and/or restoration procedure.
- 2.8.6 A "Hacked" or compromised server is a serious threat to our network and customers. Therefore Fast2host Ltd will take any and all measures to prevent a compromised server from doing further harm to its own system, networks and / or data files. This will be instigated by:

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- Fast2host customer: If it is believed or have reason to believe that their system might have been hacked, immediately report the situation to our help desk [support@fast2host.com](mailto:support@fast2host.com) .Dependent upon what services are within the customers package we will either repair the problem or we will examine the suspect system to ensure the problem is contained and if necessary we may implement additional monitoring of your system.
- Fast2host: If a system administrator believes a server within our network is either compromised or under threat, they will:
  - Disconnect the server from the network.
  - Contact the customer and make them aware of the issues and present any supporting evidence of 'hacking'.

2.9 Virtual Server services may be purchased by the month, day or hour. If purchased by the month the cancellation notice period is 7 days, if by the day one days' notice will be required and hourly contracts will require just one hours' notice. All cancelations must be made via our 'on line' cancellation forms, where due acknowledgment will be issued.

2.10 Cloud storage is chargeable only when it is use (i.e.to store data). Any charges arising through use of this facility are billed by the hour and in arrears. Any cancellation to this service is again in line with those charges detailed in 2.7 above, i.e. hourly services require one hours' notice. Service cancelation protocols are detailed in section 5 of this contract.

2.11 Fast2host Limited reserves the right to refuse service and/or access to its servers to anyone.

2.12 Fast2host Limited does not allow any of the following content to be stored on its servers:

2.11.1 illegal Material : This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State, European or Local regulation.

2.11.2 Adult Material : We do allow legal adult content. However, the designation of "adult material" is left entirely to the discretion of Fast2host Ltd. Please contact us if in any doubt.

2.11.3 Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

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- 2.12 Fast2host Ltd does not allow any content which breaches our Acceptable Use Policy (AUP) to be stored on its servers. Fast2host Ltd reserves the right to remove content from the service or suspend the services immediately where it reasonably suspects such content breaches the AUP.
- 2.13 Firewall Management services are available to our co-located and dedicated server customers. Where Fast2host Ltd is responsible for the set up and the ongoing setting of rules and policies with regard to servers and Firewalls, every reasonable effort will be made to incorporate any bespoke customer requirements. Changes to the Firewall are at the customer's request and these changes are normally in place within two hours during normal office hours Monday to Friday 8-5.00pm and outside of normal office hours within twelve hours.
- Where security is under threat, i.e. Denial Of Service (DOS), hacking or any other similar Cyber threat we would endeavor to respond within 20 minutes on a 24/7 basis. Whenever possible we will advise, if a firewall change would cause disruption to the customer's server.
- 2.14 Unless specifically stated to the contrary in the details of the service and/or package purchased, or agreed by Fast2hosts Ltd in writing prior to purchase, services are not available on a trial basis. It is the customer's responsibility to ensure that the services purchased are suitable for their technical requirements.
- 2.15 The customer shall indemnify Fast2host Ltd against all damages, losses, actions and expenses arising as a result of any action or claim that the data, content and/or any other material that breaches the Acceptable Use Policy.
- 2.16 Fast2host Ltd may for operational reasons change the technical specification of a service, provided that any change does not materially affect the performance of the service and Fast2host Ltd provides the customer with details of such changes prior to their implementation.
- 2.17 Fast2host Ltd may use Fast2host Ltd Affiliates or sub-contractors to perform some or all of its duties and/or obligations under this agreement.
- 2.18 Reselling of Services
- 2.18.1 All Services are intended for use by the primary owner only, should the customer choose to resell, store or give away web-hosting services to other parties the customer will agree that such activity will be undertaken at their own risk. The customer also accepts responsibility for ensuring that all end users abide by these terms of service.
- 2.18.2 Fast2host Ltd accept no liability to the customer or any third parties for losses arising from the reselling of services.

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- 2.18.3 Fast2host reserve the right to suspend access to the automated management facilities of the reseller account including the API (Application Programming Interface) if a customer's use is deemed to be affecting the platform for which Fast2hosts Ltd delivers the services.
- 2.19 The customer shall not assign, sub-license or transfer their rights or obligations under this agreement (Terms & Conditions) to any third party without the prior written consent of Fast2host Ltd. In the event that Fast2host Ltd consents to such an assignment, sub-license or transfer, then this agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 2.20 The customer agrees that it may be necessary for Fast2host Ltd to temporarily suspend services for technical reasons or to maintain the supporting network, equipment or any other facilities. The timing of which will be as determined by Fast2host Ltd who will be mindful of the customer's needs and keep all service interruptions to a minimum. Service Interruption under these circumstances will not be classified as an interruption of services for the purpose of calculating network availability.
- 2.21 If the agreed limits on Fast2host database products (MS SQL and MySQL) are exceeded you will be automatically charged for the additional space, at current tariffs. I.e., if you have a 300MB database and 400MB is in use at any point during a month then we will charge for the extra 100MB in that month.

## 3. Data

- 3.1 All data created or stored by the customer within Fast2host Ltd applications and servers remain the customer's property at all times. Only authorised Fast2host staff will be permitted to access such data. These access arrangements will be restricted, monitored and limited to maintaining service provision as detailed within these "Terms & Conditions".
- 3.2 Fast2host Ltd makes no claim of ownership of any web server content, email content, or any other type of data contained within the customers server space or within applications on Fast2hosts Ltd servers.
- 3.3 Fast2hosts maintains backups of its own servers and infrastructure pursuant to its own archiving and business continuity procedures. In the event of loss of or damage to your data relating to actions made by you or on your behalf you will not be given access to any data stored as part of these procedures.
- 3.4 In the unlikely event of loss of / or damage to customers data relating to a failure in Fast2hosts Ltd systems or servers, Fast2host Ltd will make every reasonable efforts to assist you in the restoration of your data, however it is the customers responsibility for maintaining adequate backup copies of all their data.

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- 3.5 By virtue of becoming a customer of Fast2host Ltd and the acceptance of these “Terms & Conditions” you shall have indemnified Fast2hosts Ltd against all damages, losses and expenses arising as a result of any action or claim that the content or data of your site or content or data accessed from or published as part of the services infringes the Intellectual Property Rights of a third party.
- 3.6 We limit uploads made via scripting languages - including PHP, ASP and ASP.NET. Uploads made using PHP are usually limited to 20MB per file.

## 4. Passwords

- 4.1 It is the customer’s responsibility to keep his/her password(s) confidential, and to refresh the password on a routine basis. Fast2host Ltd will not be responsible for any data losses or security issues due to lifted passwords or any passwords that you may have intentionally or accidentally disclosed to any third party. Fast2host Ltd recommends that passwords used contain numbers and symbols in order to prevent unauthorised users from guessing / deducing commonly-used choices (i.e. "12345", "password", birthday, telephone numbers etc.).
- 4.2 The customer accepts full responsibility for any purchases or modifications made within your control panel by the customer or by third parties using the account password.

## 5. Cancellations and refunds

- 5.1 Fast2host Ltd 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.
- 5.2 If a customer contravenes Fast2host Ltd Terms of Service, a refund will not be issued in the event of a cancellation of service.
- 5.3 Customers may cancel their account at any time. During the initial trial period customers who wish to cancel will be entitled to a full refund for their hosting fees. Any incentives offered to customers when opening the account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives in the result of a cancellation.
- 5.4 Fees charged on a prepay basis are non-refundable. Once the initial trial period has expired customers are not entitled to receive a refund unless the service is cancelled by Fast2host Ltd.
- 5.5 Where some accounts incur set-up fees, these set up charges are non-refundable.
- 5.6 Where a cancelation is being made under our ‘30 day Money Back Guarantee’, please see section 8 below.

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- 5.7 Any request for cancellation can only be processed by the customer printing off a cancellation request form. <http://www.fast2host.com/downloads/1/Cancellation> and faxing or mailing it to Fast2host Ltd with a signature included. Cancellations over the telephone or via informal email are not accepted. All cancellation requests should be made 24-48 hours prior to the renewal date of the service. Upon submitting a cancellation request your service will be disabled within 24-48 hours of its receipt by the Fast2host Ltd.
- 5.8 When Entering into a contract as a consumer (not in the course of conducting business) the Consumer Protection (Distance Selling) Regulations 2000 allow you to cancel the Contract at any time within seven working days, beginning on the day after you receive written confirmation of our acceptance of your order. However, by placing your order for the services, you agree to us commencing supply of those services before the seven working days cooling off period has expired. As a result, you will not have the right to cancel the contract under the Consumer Protection (Distance Selling) Regulations 2000.

## 6 Usage policy

- 6.1 High bandwidth usage: Fast2host Ltd offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, Fast2host may find a customer to be using server resources to such an extent that he or she may compromise server performance and resources for other customers. In such instances, Fast2host reserves the right to impose the High Resource User Policy for the consideration of all customers.
- 6.2 High Resource Use Policy:
- Resources are defined as bandwidth and/or processor utilization.  
Fast2host Ltd may implement the following policy to its sole discretion:
- When a website is found to be monopolising the resources available Fast2host Limited 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 Fast2host continues hosting the website for an additional high usage fee.
- 6.3 Usage is based on a common sense and fairness approach, which will allow all users to have free and unhindered access to our services. For the avoidance of any doubt on what is acceptable, please read our 'Acceptable Use Policy'.
- 6.4 If the limits on Fast2hosts database products (MS SQL and MySQL) are exceeded, the customer will automatically be charged for the additional space at prevailing Fast2host Ltd prices. For example, if you have a 200MB database and 250MB is in use at any point during a month then we will charge for the extra 50MB in that month.



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## 7. Payment policy

- 7.1 All accounts are set up on a prepay basis. Although Fast2host Ltd reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of pre-payment.
- 7.2 Payment is due on 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. Payment of the account will be taken via the payment method specified within the control panel and will be non-refundable.
- 7.3 No bills or invoices will be sent by regular mail. All invoices will be sent directly to customers via email shortly after the online purchase has been made or can be printed from within the [client area](#) at any time. At this point the customer's card will be charged automatically.
- 7.4 Fast2host Ltd reserves the right to charge the customer standard hourly rates as specified in the appendix 2, to cover the resolution of excessive and/ or unusual problems or complaints.
- 7.5 Charges only apply to Cloud storage facilities when it is being used to store data. Those charges are accumulated by the hour and are generally charged in arrears. The cancellation notice period is normally one hour, where charges will also cease to accrue if all data in their cloud account is deleted. Charges already accrued remain payable.
- 7.6 Where the customer orders services in conjunction with discount codes or special offers, such offers can only be used on a new order and will be on the basis of one offer per customer. Discount codes and special offers can be used by both new customers and existing customers, but will apply only on new orders. No discount code or offer can be applied to an existing server.  
  
Once the special terms of the discount code have been applied, the original pricing for the server will apply.
- 7.7 Connection charges for a service shall accrue on the date of acceptance of a service order and may be invoiced on or at any time thereafter.
- 7.8 Service charges for a service shall accrue from the service commencement date and may be invoiced monthly in advance unless otherwise stated in the any service order. Service provided for part of a month will be charged on a pro-rata basis.
- 7.9 Burst charges where applicable are calculated on 95th percentile model and shall be due 14 days after the end of the month for which the burst figures were calculated upon.

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7.10 The customer acknowledges and agrees that its obligations to pay all amounts and charges due and the rights of Fast2host Ltd to such payments shall be absolute, unconditional and irrevocable and shall not be affected by any circumstances of any character, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reductions, rescission, defence or other right or claim that customer may have against Fast2host Ltd.

### 7.11 Payment options

In order to streamline our accounting procedures and keep costs down Fast2host Ltd offer the following payment options.

- Credit / Debit Cards:  
Fast2host Limited accepts most card types like Mastercard, Visa, Switch and Solo. We do not accept American Express at the moment.
- Cheque Payment:  
Please make cheques payable to Fast2host Limited.
- Bank Standing order or Direct Debit payments
- BAC's transfer (Bankers Automated Clearing Services)

7.12 In situations where the card number on file is declined Fast2host Ltd will immediately suspend the facility to purchase services on-line until the outstanding charge is processed successfully. In addition, Fast2host Ltd reserves the right to suspend other services until the outstanding debt is cleared. 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 (see item 3.7 above). You will also indemnify and hold Fast2host Ltd harmless in the event that the cardholder or issuer declines any transaction for payments to Fast2host Ltd, including all of Fast2hosts costs in administering your non-payment and obtaining outstanding payment.

7.13 You affirm that you are authorised to make payment using the payment card or facility you have divulged to Fast2host Ltd. In the event that you are not the named card holder, you acknowledge that all parties including the named card holder accept Fast2hosts Ltd Terms & Conditions and are jointly and severally liable for the imbursement for all services for which payment will be taken from the payment card.

### 7.14 Invoicing:

7.14.1: Fast2host Ltd does not utilize paper or hard-copy invoices. All invoices can be viewed from our client billing area and can be downloaded as a PDF file. In exceptional circumstances we can Fax a copy to the customer.

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- 7.14.2: Invoices are emailed to the current billing email address 10 days in advance of the due date. Account suspension will be activated 21 days after the due date if payment is not received.
- 7.14.3: Clients are responsible to ensure payment of all accounts due are paid on time, irrespective if notification has been received or not.
- 7.14.4 Overdue accounts may be disconnected at any time after the expiry date. All data will be deleted after 2 weeks unless alternative arrangements are made with Fast2host Ltd, where there may be a charge levied.
- 7.14.5: It is important that fast2host is notified on any changes to E mail address / contact & card payment details in order that correct billing arrangement can be implemented. Past experience has shown that clients who do not keep us updated on current contact & payment details (e mails, card numbers etc.), can experience service disconnection without notice, as invoices & reminders have been sent to an invalid e mail address.**
- 7.15 We may refer overdue payments to our debt collections agency, and in that event an administration charge will be added to the outstanding amount. The value of the administration charge is discretionary, but would in any event be a minimum of 25% of the overdue amount.
- 7.16 Domain credits are non-refundable as they enable the purchase of domain names at discounted prices, based on an up-front commitment.
- 7.17 All payments must be made in UK pounds sterling, inclusive of applicable taxes.
- 7.18 Payments processed by PayPal are subject to PayPal's terms and conditions of service, and Fas2thost Ltd makes no representations or warranties with respect to those Services.
- 7.19 Chargebacks. If you withdraw any payments made via a bank, credit card or PayPal account by way of a charge back Fast2hosts Ltd will either rebut such chargebacks directly with the card issuer, or take appropriate steps to recover the original monies from the client in addition to an administration fee of £30+VAT for each inappropriate chargeback raised.

If a chargeback is made, Fast2hosts Ltd reserves the right to immediately interrupt, suspend or cancel all services within the clients account. Such interruption, suspension or cancellation does not relieve the client from paying all contractually obligated invoices to Fas2thosts Ltd.

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- 7.20 Where a disconnection of services has occurred as a result of a customer's non-payment of any agreed fee / service charge, a £100 reinstatement/reconnection fee will apply to reactivate the services, in addition to full payment of the balance due on the account. Reactivation of the services will only be performed during normal working hours.

## 8. 30 Day Money-Back Guarantee

- 8.1 All Dedicated Hosting/Co-Location Hosting plans include a 30 day money back guarantee. If for any reason Fast2host Ltd does not fulfil the contract (including SLA, TOS, AUP Policy), you will receive a full refund (minus any additional set up fees, overages, and transaction fees if applicable). Cancellation must occur within 30 days of account activation. Refunds are only valid upon receiving a signed copy of the cancellation contract. <http://www.fast2host.com/dl.php?type=d&id=1>) Failure to provide the signed cancellation contract voids all money back guarantees.

Fast2host Ltd does not provide refunds based on company/ personal finance problems or customer's failure to read the SLA, TOS, AUP, and IP Address Policies.

- 8.2 Not included are in the 30 day money back guarantee:

Domain Registrations  
SSL Certificates  
Any additional billable services carried out on servers.

- 8.3 No refunds are available after 30 days of account activation.  
8.4 Accounts cancelled/terminated by Fast2host for violating our AIP or TOS do not qualify for the 30 day money-back guarantee.

## 9. Support

- 9.1 Every effort will be made provide a continuous high quality service. If you experience problems with service provision, you should consult Fast2host web site and go to the support section and search for a resolution to your problem in Fast2host Knowledge Base. You will also find Fast2host 24/7 support contact details on Fast2host support website at <http://www.fast2host.com/support.php>
- 9.2 Support of an urgent nature is available on a 24/7 basis on our help line 01480 260000. Calls of an administrative nature should be made between the hours of 08.00 AM and 17.00 hrs.

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## 10. IP Address Title and Usage

- 10.1 Fast2host will assign IP (Internet Protocol) addresses to customers for their own use. Customers are not permitted to use IP addresses not assigned to them, to interchange IPs between different servers and/ or account or use in a manner not endorsed by Fast2host Ltd. Ownership of all IP addresses assigned to customers remain with fast2host Ltd who reserve the right to change or remove them at its discretion. Such changes are normally very rare and made by IP monitoring organisations such as RIPE (Réseaux IP Européen) & ARIN (American Registry for Internet Numbers ).
- 10.2 In accordance with accepted protocols within the industry the allocation of IP addresses are restricted by the policies of RIPE & ARIN. These policies now dictate that name-based hosting must be used whenever possible. Fast2host Ltd will periodically review IP address usage to ensure compliance with the terms of usage and where breaches have occurred it may revoke authorisation to use the address.

## 11. Colocation /Managed Service Agreement

- 11.1 Notwithstanding any condition agreed to within these General Terms & Conditions. Customers who choose to use our Colocation and/or Managed services will be required to participate with Fast2host Ltd in a contract, which will be unique to each customer and specify the exact requirements of each customer including a specific Service Level Agreement (SLA). This contract shall be signed by both parties and binding until either the expiration of the contract or alternative terms have been mutually agreed.

Details of any proposed contract will be made available for any potential customers for this service.

Unless any agreed condition within the SLA states otherwise, all items specified within our general Term & Conditions will apply.

- 11.2 Upon Fast2host Ltd's request, the customer will make a deposit as specified by Fast2host Ltd as security for the payment of any charges, as a condition to Fast2host Ltd's acceptance of any service order, or as a condition to Fast2host Ltd's continuance of delivery of any Service. Fast2host Ltd shall refund any balance of the deposit to the customer where it ceases to provide the relevant service provided the customer has paid any outstanding charges.
- 11.3 Fast2host Ltd shall provide and maintain each service during the service term in accordance with any applicable SLA.
- 11.4 The customer shall grant or shall procure the grant to Fast2host Ltd of all licences, waivers or consents necessary to permit Fast2host Ltd to install, keep and maintain the service equipment at the customer site.

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- 11.5 The customer shall grant or shall procure the grant to Fast2host Ltd of such rights of access to each customer site and shall provide to Fast2host Ltd such facilities and information as Fast2host Ltd may reasonably require enabling it to perform its obligations under any agreement.
- 11.6 The Customer shall at its own expense comply with Fast2host Ltd's reasonable instructions in relation to the modification of the customer equipment to enable the customer to receive a service.
- 11.7 The Customer shall be liable for any and all damage to the service equipment or the Network which is caused by:
- (a) The act or omission of the customer or any agent and / or the customer's breach of the terms of agreement; or
  - (b) The malfunction or failure of any equipment or facility owned or operated by the customer or its agents, employees or suppliers, including but not limited to, the customer equipment.
- 11.8 The Customer warrants that it shall ensure that any customer equipment connected to the Network and / or Service equipment shall comply with all relevant legislation, standards and licence requirements. Fast2host Ltd reserves the right to disconnect any customer equipment which is not compliant with any legal or regulatory requirements or is liable to cause death or personal injury or to cause damage to or to impair the Network or Service Equipment. The Customer shall indemnify, defend and hold Fast2host Ltd harmless from any liability incurred as a result of its failure to comply with this Clause.
- 11.9 The customer warrants and undertakes:
- (a) That it shall house the service equipment in accordance with Fast2host Ltd's reasonable instructions as may be given from time to time;
  - (b) That it shall not move, modify, relocate or in any way interfere with the Service Equipment or the Network
  - (c) That it shall not cause the service equipment to be repaired, serviced or otherwise attended to except by an authorised representative of Fast2host Ltd;
  - (d) That it shall not remove, tamper with or obliterate any words, labels or other marks delineated on the service equipment;
  - (e) That it shall not create or allow any charges, liens, pledges or other encumbrances whatsoever to be placed on the service equipment. Title to the service equipment shall at all times belong and remain with Fast2host Ltd or the relevant Fast2host Ltd Affiliate;
  - (f) That it shall not use the service equipment except in accordance with such reasonable instructions as Fast2host Ltd may from time to time give;

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(g) That, upon termination of a service, it shall allow Fast2host Ltd access to the customer site to remove the service equipment. Should any construction or alteration to the customer site have occurred to facilitate provision of the service, Fast2host Ltd shall not be obliged to restore the customer site to the same physical state as prior to service delivery.

11.10 The Customer shall advise Fast2host Ltd in writing of all Health and Safety at Work rules and regulations, of all dangerous objects and substances, and any other reasonable security requirements applicable at the customer site and Fast2host Ltd shall use all reasonable efforts to observe, and to ensure that its employees and authorised representatives observe, such regulations while at the customer site, provided that Fast2host Ltd shall not be liable hereunder if as a result of conforming with such regulations Fast2host Ltd is in breach of its obligations under this agreement.

11.11 Nothing in these conditions shall preclude the customer from providing capacity or other services derived from the services to third parties without obtaining Fast2host Ltd's consent, provided that any use of such services shall be subject to the provisions of this agreement. The customer shall at all times remain solely liable for the obligations ascribed to under this agreement and customer agrees to indemnify, defend and hold Fast2host Ltd harmless against and assumes all liability for all actions, demands, damages or claims of any nature arising out of or resulting from a contractual or other relationship between the customer and any such third parties as it relates to this agreement or the use of the services.

11.12 Fast2host Ltd shall have the right upon prior written notice to relocate the customer equipment. In the event of an emergency, Fast2host Ltd may relocate the customer equipment within such time as may be reasonable and with a telephone call followed by written confirmation as the circumstances reasonably warrant. The site of relocation shall be comparable to the initial licensed space. All reasonable costs of relocating the customer equipment and of improving the new area to which the customer equipment is being relocated shall be borne by Fast2host Ltd. Upon any such relocation, the right granted by any agreement shall be deemed to apply to such portion of the facility in which the customer equipment is then located by Fast2host Ltd.

11.13 Access to the Data Centre is only allowed:

- All customers must provide a list of names of all possible attendees. .
- All named contacts must allow a photograph to be taken for security purposes.
- All named contacts must have a valid photo ID card with them.

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- Any clients wishing to send an engineer who is not on the list of named contacts must arrange this with Fast2host Ltd 1 day in advance by email to support@fast2host.com followed up by a phone call.
  - Any attendees who wish to bring a third party must arrange the visit with Fast2host Ltd 4 hours in advance followed up by a phone call.
  - Any attendees accompanied by a third party must escort the third party in all areas.
  - Any attendees must sign the visitors book whenever entering or leaving the data centre.
- No access will be allowed to our Power Room.

### 11.14 Use of Data Centre

- No packaging of any type is allowed to be left in the data centre.
- Customers must not take any food or drink into the data centre
- No liquids are allowed into the data centre.
- Public walkways / common areas must not be obstructed at any time
- Maintenance must be carried out in customers own areas or in the Data Centres workbench area.
- Clients must not touch, tamper or interfere in any way with equipment that is not their own.
- Not engage in any activity which may cause any problems or disruption to other clients or other who may be within the building..
- All supplied cables for deployment under the data centre floor must be low smoke.
- Clients must not remove tamper or lift floor or ceiling tiles unless Fast2host Ltd has granted prior permission.

### 11.15 Deliveries, Storage and Deployment

- Clients must notify Fast2host Ltd of any intended installation of any circuits of any type at least 24 hours in advance to support@fast2host.com
- Any third parties attempting to gain access to the data centre in order to survey or install a circuit will be turned away if the visit has not been arranged previously with Fast2host Ltd as above.
- Clients must notify Fast2host Ltd of the intended installation of any non Fast2host Ltd approved power supplies of any kind in advance.
- Clients must notify Fast2host Ltd of any deliveries at least 1 day in advance by fax or email to support@fast2host.com
- Any unscheduled deliveries or items of a delivery which have not been previously identified to Fast2host Ltd or the data centre will not be accepted.
- Details of quantity and type of items being delivered must be given for any delivery.
- All deliveries must be clearly marked with details of contents and the name of the client they are for.



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- Fast2host Ltd or the data centre reserves the right to open and inspect any delivery for security purposes.
- All deliveries will be stored free for a maximum of fourteen days in our secure storage area, after which they must be deployed to the client's area in the data centre. Customers must arrange any other requirements with Fast2host Ltd in advance.

## 12. Domain names:

- 12.1 It is understood that the domain name system including the registration and administration of domain names is continuously evolving and it may be necessary for Fast2host Ltd amend these Terms & Conditions in order to comply with either prevailing legislation, contractual agreements with suppliers and/or Best Practice or other circumstances, which are beyond the control of Fast2host Ltd. We will notify customers of changes by e-mail and / or our announcement page on fast2host Ltd Website.
- 12.2 A customers use of the registered domain name constitutes acceptance of these Terms & Conditions and any subsequent amendments, including acceptance of the Term and Conditions required of Fast2host Ltd by its domain name services provider. If at any time, the customer does not agree to such changes, the customers sole remedy will be to request that their domain name registration be cancelled or transferred to a different domain name registrar.
- 12.3 Fast2host Ltd has been granted the right to provide Internet domain registration Services for the following domain names:
- .com, net, .org, .co.uk, .org.uk, .me.uk, .eu, .biz,  
.org.tw, .ca, .cn, .name, .cc, .tv, .bz, .ws, .com.  
cn, .net.cn, .org.cn, .mobi, .in, .at, .it, .nl, .uk.cor  
.kids.us,.eu.com, .de, .co
- 12.13 Fast2host Ltd subscribes to the ethos of Internet Corporation of Assigned Names & Numbers (ICANN), which is to preserve the operational stability of the internet and to promote competition by achieving the broad representation of the global internet community by way of a 'bottom up' consensus based approach to its polices and guidelines with regard to domain registration and use.
- 12.14 When a customer applies for domain name registration information, Fast2host will submit the information to the registry administrator for endorsement and processing. administrator for the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains.

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- 12.15 When applying for registration, it is done so on the understanding that to the best of your knowledge and belief that the registration of that name or the manner in which it directly or indirectly is to be used, infringes the legal rights of any third party and will not at any time be used for any unlawful purpose.
- 12.16 If a customer is registering a domain name during the restricted period of time when owners of trademarks and service marks have priority to do so ("Sunrise Period"), it is acknowledge and agree that registrations for domain names during the "Sunrise Period" will only be accepted on the conditions applicable to those new domain names and their "Sunrise" provisions which may include a minimum registration term.
- A sunrise period is a period of time after the launch of a new top-level domain or second-level domain during which owners of trademarks may register a domain name containing the owned mark. Numerous domains have launched or plan to launch with a sunrise period, including info, mobi, pk, and eu. The World Intellectual Property Organization provided assistance to info administrator Afiliis during its sunrise period.*
- 12.17 Were applicable the customer agrees to the Terms & Conditions applied by any upper tier of the registration service providers, ie Nominet or ICANN.
- 12.18 If the customer is acting on behalf of a third party, they will warrant that the third party for whom they register the domain name, have read and agree to the all Terms &Conditions.
- 12.19 It is usually expected that all applications for registrations in the .name top-level domain represent an individual's "Personal Name", which is generally considered to be a person's legal name (birth, deed pole etc), or a name by which the person is commonly known. This could include a pseudonym used by an author or artist or a stage name used in the entertainment industry.
- 12.20 In applying to Fast2host ltd for domain name registration services. The customer agrees to pay the full amount of any fee applicable for this service and subsequent registration and annual renewal. The application will not be registered until Fast2host Ltd receives full payment of any registration fee. In the event of Fast2host ltd registering a domain name prior to full payment of the registration fee, it will reserve the right to cancel that registration or restrict use of the domain name until full payment has been received.
- 12.21 All fees due, must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.
- 12.22 In addition to the terms detailed in item 7.19 above, in the event of a charge back by a credit card company or other payment provider. The domain name registration shall be transferred to Fast2host Ltd as the paying entity for the registration. Fast2host Ltd may reinstate the domain name registration at its sole discretion upon its receipt of the registration or renewal fee and any current reinstatement fee. The restoration fee is currently £100.

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- 12.23 The Terms and Conditions as presented and/or subsequently amended shall remain in force during the length of the term of any domain name registration(s) completed through Fast2host Ltd. Any subsequent renewal or extension shall also be subject to prevailing terms & Conditions.
- 12.24 To ensure continuity and prevent the possibility of domain names being lost, we operate a positive renewal system on all Fast2host domains. Any domain registered through Fast2host Ltd will be automatically renewed for the term it was originally registered for, unless the customer 'opts out' out of this service. Customers will normally be charged for the renewal of the domain 30 days prior to its expiry
- 12.25 Payments made to keep the domain name current are not refundable and will remain outstanding and due to Fast2host Ltd. Therefore, it is the customers responsibility to ensure valid contact and payment details are on file at Fast2host administration centre (see item 7.12.5 above).
- 12.26 Failure to secure and/or renewal domain registration can be punitive from a financial perspective, if none UK names are used. For example, if renewal takes place within 30 days of the due date there is generally no additional charge. However, if renewal takes places after 30 days there is often a punitive registration fee, which can vary depending on the provider but normally around the £250.00 figure. If a further 30 days expire the name is released and can be sold on the open market. These charges are not levied by Fast2host Ltd, therefore the fairness and/or cost of these penalties are not an issue Fast2host Ltd can negotiate over.
- 12.27 While the domain renewal process is automated as far as possible, it is the customer's responsibility to check that any renewal has been successful within one month of the renewal date. While every reasonable effort will be made to ensure the renewal process is effective, Fast2host Ltd will not be responsible or liable for any failure to renew a domain name or any subsequent penalties imposed by a third party (see 12.26 above).
- 12.28 By agreeing to these Terms & Conditions the customers also agrees to and acknowledges that Fast2host Ltd owns the following:
- 12.28.1 All database, compilation, collective and similar right, title and interests worldwide in the domain name database;
- 12.28.2 All information and derivative works generated from the domain name database;
- 12.28.3 Information for the registrations for which Fast2hostLtdf acts as the registrar including:
- The original creation date of the registration;
  - The expiration date of the registration;

## Terms & Conditions

12.28.4 All contact points including the name, mailing address, email address, telephone number, and fax number of the technical contact, administrative contact, zone contact, and billing contact for the domain name

12.28.5 Observations / comments concerning the registered domain name that appear or may appear in the WHOIS or any similar database

12.28.6 Information created or acquired in connection with the provision of domain name registration, other than the domain name being registered and the IP names and addresses of the primary pointers (name servers) and any secondary pointers.

12.28.7 Fast2host Ltd will not have any ownership interest in any customers registration information outside of Fast2host Ltd domain name database.

- 12.29 The individual named as the administrative contact at the time the user name and password are secured shall be deemed the owner of the domain name. The customer will agree that prior to transferring ownership of any domain name to another person. That the individual receiving the transfer will agree, to be bound by all the current Terms & Conditions operated by Fast2host Ltd. The domain name will not be transferred until Fast2host receive such assurances and/or any other reasonable assurance that the receiver will be bound by all current Terms & Conditions. If such an undertaking cannot be given by the receiver any such or proposed transfer will be declared null and void.
- 12.30 For further details and to action any transfer of ownership please refer to our knowledge base on the fast2host Ltd web site.
- 12.31 The customers agrees to be bound by the Domain Name Dispute Policy (as amended from time to time), which is available from Fast2host Ltd. The Dispute Policy governs any dispute between you and any third party over the registration and use of the domain name.
- 12.32 As part of the any registration process for domain names, the customer is required to submit to Fast2host Ltd and keep updated the following information in connection with any application for domain name registration:
- 12.32.1 The domain name to be registered;
  - 12.32.2 The domain name holder's name and mailing address;
  - 12.32.3 The name, mailing address, email address, telephone number, and fax number of the administrative contact for the domain name.
  - 12.32.4 The name, mailing address, email address, telephone number and fax number of the billing contact for the domain name (if appropriate).

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- 12.33 We may maintain additional information relating to the customers domain name registration, which may include:
- 12.33.1 The original creation date of the registration;
  - 12.33.2 The date and time the registration application was submitted to Fast2host Ltd and the appropriate registry;
  - 12.33.3 Any communications made with regard to registration orders, modifications, terminations and any other related correspondence;
  - 12.33.4 Records of account for all domain name registrations, including dates amounts of payments received and / or refunds made;
  - 12.33.5 The IP names and address of all primary name servers and secondary name servers;
  - 12.33.6 The expiration date of the registration; and any other relevant information regarding all other activity involving the customers domain name registration and related services.
- 12.34 If in registering a domain name the customer provides information about a third party. The customer by accepting our Terms & Conditions confirms that they have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set out in these Terms & Conditions agreement.
- 12.35 The customer agrees to authorise Fast2host Ltd to provide any information to ICANN, the registry administrators and to other third parties as ICANN and applicable laws may require. You acknowledge and agree Fasthosts may make publicly available, some or all of the domain registration information provided by You, for purposes of inspection such as through Fasthosts's WHOIS Service or for any purpose as required or permitted by ICANN and applicable laws. The customer also acknowledges that ICANN may establish guidelines and /or requirements that relate to the amount and type of information that Fast2host Ltd may or must make available to the public or to private entities, and the manner in which such information is made available.
- 12.35 The customer consents to all such disclosures and the use of established guidelines and restrictions on disclosure or use of information (which may be updated from time to time provide in connection with registration of a domain name, either during or after term of the registration of the domain name). In doing so, the customer irrevocably waives any and all claims and causes of action that may have evolve from such disclosure or use of the domain name registration information.
- 12.36 The customer may access their domain name registration information held by Fast2host Ltd to review, modify or update such information by accessing Fast2host Ltd Domain manager service, or similar Service, available at Fast2host Ltd website.

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- 12.37 The customer agrees that in the possibility that a domain name for another entity is being registered, You represent that You have the authority to bind that entity as a principal to all terms and conditions contained in this Agreement.
- 12.38 The customer acknowledges and agrees that if a third party is licensed to use the customer's domain name. The customers will remain the domain name holder on record and remain responsible for all obligations under these Terms & Conditions, which includes all payment and updating. Your full contact information, and accurate technical, administrative, billing, and zone contact information adequate to facilitate timely Resolution of any problems that arise in connection with domain name and domain registration.
- 12.39 When customer is registering a domain for a third party, the customer agrees that they will in advance of any registration:
- 12.39.1 Ensure the end user is aware of the charges associated with domain name registration along with on-going renewal and maintenance.
  - 12.39.2 Ensure the end user is aware of domain name related services provided by the customer to the end user, which will include, information on how to use any service provided, any associated fee's and time frames for performing any service along with clear instruction on how to access any service.
  - 12.39.2 The customer will also make the end user aware of any changes to the pricing structure and / or any new charges that may be levied.
  - 12.39.3 The customer will ensure they have adequate arrangements in place for ensuring all details of the end user are in place and current.
- 12.40 Every effort must be made by the customer to ensure registration details / data is both current and correct. In the event of any deficient data being discovered it should immediately be corrected by the customer.
- 12.41 Where a request has been received to register a domain name from a third party, any registration must reflect the same unless prior written consent has been received from the third party stating their wish for the registration to be in the name of the intermediary. In the event of this happening, Fast2host Ltd will in the event of being asked by a licensing / enforcing authority pass on any known details of all parties.
- 12.42 The customer agrees that Fast2host Ltd shall under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in

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connection with these Terms & Conditions, regardless of any prior notification, however delivered. This will also include but not exclusive to:

12.42.1 Any suspension or loss or use of a domain registration.

12.42.2 Any interruption of a customer's business.

12.42.3 Any access delays, interruptions or malfunctions to any web sites accessed by the customers registered domain name.

12.42.4 Any non-delivery, mis-delivery, modification, corruption, or destruction, of any data.

12.42.5 Any events beyond the reasonable control of Fast2host Ltd.

12.42.6 The processing of an application for domain name registration.

12.42.7 Any application of the Dispute Policy.

12.43 Fast2host Ltd will not be liable or accountable for any errors, omissions or other actions including failure to receive a domain name registration, however caused by the registry administrator.

12.44 Any agreed aggregate liability shall not exceed the greater of:

12.44.1 The amount paid by a customer in total for the domain name registration

12.45.2 A maximum and totality of £100.00 (UK Pounds).

12.45 Fast2host Ltd reserves the right to suspend, cancel, transfer or modify any customers domain name registration in the event that:

(a) You materially breach this Agreement;

(b) You use your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;

(c) You use your domain name in connection with unlawful activity;

(d) grounds arise for such suspension, cancellation, transfer or other modification as provided in this Agreement; or

(e) You use Your domain name in connection with material that is slanderous to UKreg, Fasthosts or other associated companies.

12.46 You further acknowledge and agree that Your domain name registration is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including Fasthosts) or registry administrator procedures approved by an ICANN-adopted policy, or by any other country code top-level domain registry administering procedures to correct mistakes by Fasthosts, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

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12.47 You also agree that Fasthosts shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as Fasthosts receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

12.48 You acknowledge and agree that:

(a) providing inaccurate information;

(b) failing to update information promptly; or

(c) failing to respond to Fasthosts' inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request;

shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of Your domain name registration.

12.49 No Guarantee

12.49.1 You acknowledge that registration or reservation of your chosen domain name, does not confer immunity from objection to either the registration, reservation, or use of the domain name.



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## 13. Indemnification

13.1 Customer agrees that it shall defend, indemnify, save and hold Fast2host Ltd harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Fast2host Ltd, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Fast2host Ltd against liabilities arising out of;

(1) Any injury to person or property caused by any products sold or otherwise distributed in connection with Fast2host' server;

(2) Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;

(3) Copyright infringement and (4) any defective products sold to customer from Fast2host' server.

13.2 The customer acknowledges and agrees neither Fast2host Ltd or any of its directors, officers, employees or representatives will be liable for any special, indirect, consequential, punitive or exemplary damages, or damages (including but not limited to damages for loss of profits or savings, loss of data, or loss of use) in connection with this agreement. If, despite the foregoing limitations, Fast2host Ltd or any of its directors, officers, employees or representatives should become liable to a customer or any other person in connection with this agreement for ANY REASON, then the maximum aggregate liability of said shareholders, directors, officers, employees and representatives for all such things and to all such parties will be limited to the lesser of the actual amount of loss or damage suffered by the claimant or the amount payable by customer to Fast2host Ltd for one month of service under this agreement.

13.3 You agree to defend, indemnify and hold harmless Fasthosts and the registry administrator, including Fasthosts and its employees, directors, officers, representatives, agents and affiliates, from and against any claim, action, suit, demand, loss, damages, costs ( including reasonable legal fees, expert witness fees and expenses), or other proceeding related to or arising out of the registration or use of the domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

13.4 You also agree that in the event a domain name dispute arises with any third party, You shall indemnify and hold Fasthosts harmless pursuant to the terms and conditions contained in the Dispute Policy.

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13.5 You confirm that:

(a) all information provided in connection with Your domain name registration is accurate; and

(b) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.

9.9.2 You acknowledge and agree that all domain name registration services provided to you by Fasthosts are provided on an "as is" basis. Fasthosts makes no representations or warranties of any kind, express or implied, in connection with this agreement or its domain name registrations services, including but not limited to warranties of merchantability or fitness for a particular purpose. Fasthosts makes no representation or warranties of any kind that registrations or use of domain name under this agreement will immunize you from challenges to the domain name registration or from suspension, cancellation, or transfer of the domain name to you.

## 14. Disclaimer

14.1 Fast2host Ltd will not be responsible for any damages your business may suffer. Fast2host Ltd makes no warranties of any kind, expressed or implied for services we provide. Fast2host Ltd disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, outages and any and all service interruptions caused by Fast2host Limited and its employees. Fast2host Limited reserves the right to revise its policies at any time.

14.2 For the avoidance of any doubt Fast2host Ltd does not back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Fast2host Ltd cannot guarantee to be able to replace lost data or make any compensation for the same This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Fast2host Ltd and their suppliers..

13.3 Fast2host Ltd makes no warranties or representations that any service will be uninterrupted or error-free. You accept all services provided herein "as is" without warranty of any kind.

14.4 So far as permitted by law and particularly in respect of non-consumers, all implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to each of the services to be provided herein to the fullest extent permitted by law.

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- 14.5 Again, for the avoidance of doubt, any use of the services in the course of conducting business shall give rise to you being a non-consumer and the provisions of this agreement affecting the statutory consumer protection you would otherwise be afforded as a consumer shall not apply.
- 14.6 Fast2hosts Ltd shall not be liable for any loss or damage of whatsoever nature suffered by the customer arising out of or in connection with any breach of this agreement (Terms & Conditions) by the customer or any act, misrepresentation, error or omission made by customer or on their behalf.
- 14.7 Fast2hostLtd will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by the customer or for any wasted management time or failure to make anticipated savings or liability you incur to any third party arising in any way in connection with this agreement (Terms & Conditions) or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.
- 14.8 Regardless of how many claims are made and whatever the basis of such claims, Fast2host Ltd maximum (Terms & Conditions) aggregate liability to the customer under or in connection with this agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by the customer for the services in relation to which any claim may arise during the 12 month period prior to any such claim.
- 14.9 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of Fast2host Ltd, its directors, employees or sub-contractors.
- 14.10 Fast2host Ltd shall not be liable for any interruptions to the services or outages arising directly or indirectly from:-
- 14.10.1 Interruptions to the flow of data to or from the internet;
  - 14.10.2 Changes, updates or repairs to the network or software which it uses as a platform to provide the services;
  - 14.10.3 The effects of the failure or interruption of services provided by third parties;
  - 14.10.4 Factors outside of Fast2host Ltd control;
  - 14.10.5 Customers actions or omissions (including, without limitation, breach of the customers obligations set out in the agreement) (Terms & Conditions) or those of any third parties;

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14.10.6 Complications and/or problems with customer's equipment and/or third party equipment;

14.10.7 Interruptions to the services requested by the customer.

14.11 If any legal action or proceeding, including arbitration, relating to the performance or the enforcement of any provision of this agreement (Terms & Conditions) is brought by any party to this agreement, the prevailing party (Fast2host Ltd) shall be entitled to recover reasonable legal fees, expert witness fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

14.12 Under no circumstances will Fast2host Ltd be held liable for the corruption of data or system from Virus, Hackers or cause generated from any unauthorised users or security breach. All costs related to the securing of servers shall be borne by the client. Repairing or reinstallation of any software due to this is charged at £60/hr.

### 15. Your personal details

15.1 The customer warrants that the contact information that you provide to us on establishment of your account is correct, and that the customer accepts responsibility for keeping this information up to date at all times. The customer agrees that we may suspend access to your account and services if we reasonably believe that the information you have supplied is inaccurate.

15.2 Fast2host Ltd will not provide any of our customer's personal information to other companies or individuals unless required to do so by law. There may be occasions where Fast2host Ltd may need to provide the customer's name and delivery address to third parties for the purposes of delivering specific services to the customer (e.g. customer support).

For more information about how Fast2host Ltd will collect and use the customers personal information please refer to Fast2host Ltd' Privacy Policy.

### 16 Governing Law

16.1 This Agreement is governed by the law of England, and the customer agrees that any court action brought under this agreement shall be brought in the jurisdiction of England. If any provision of this agreement is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the provision shall be deemed to be severable from the remaining provisions and shall not affect their validity or enforceability.

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## 17. Warranties

17.1 We guarantee that all of our Servers are within a maximum of milliseconds of 95% of UK residences. We also have redundant uplinks via physically diverse cables into the UK hub to ensure maximum connectivity uptime. Where the connection is metered we guarantee that the full burst capability will be available at all times. Where the connection is unmetered, we guarantee that the maximum divided by the contention will be available at all times (eg. 2Mbps in the case of a 10Mbps connection with 5:1 contention, 4 Mbps in the case of 20 Mbps connections and so on). Every effort is made to ensure that an unmetered connection's maximum burst is available at least 80% of the time and have a suitable contention pool to ensure this is achieved in normal circumstances.

17.2 Response time is defined as the time it takes to identify a fault and report back to the customer using an appropriate form of communication media. Therefore the customer is responsible for ensuring that Fast2host Ltd has the correct contact details on file (preferably more than one).

Response times of non-urgent questions or queries via e-mail will be dealt with in normal business hours typically within 1 hour.

17.3 In the unlikely event that, if, and where there is mutual agreement that any of the above warranties have not been met, the customer shall receive a day's credit for every incident up to a maximum of 10 days credit within any calendar month.

Credits will not normally be given if the service failure is caused by:

17.3.1 Maintenance programmed or emergency

17.3.2 Circumstances beyond our control, including, but not confined to: dDoS or other network attacks, upstream or 3rd party network outages, war, fire, flood, sabotage, labour disturbance, acts of government;

17.3.3 Any actions or inactions of you or any third party;

17.3.4 Breaking this Agreement Terms & Conditions)

17.4 In normal circumstances we are able to provide 99.99 % 'live time' for our systems (excluding scheduled maintenance). Downtime and / or outage is measured from the moment our support team is notified of a failure until the time systems, which is usually confirmed by a peripheral successful "ping" request.

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- 17.5 It very rare circumstances it may be necessary for Fast2host to interrupt services, to prevent irregular and/ or unlawful use of their services. In such cases, interruption of services will not be an interruption for the purpose of calculating service availability or the customer's right to credit for service disruption and will not be render Fast2host Ltd to any penalty, claim or liability by the Customer.
- 17.6 In performing its obligations Fast2host Ltd shall at all times exercise reasonable skill and care of a competent telecommunications operator.

### 18. Notice

- 18.1 It is agree that any notice or communications required or permitted to be delivered under this agreement (Terms & Conditions) by Fast2host Ltd to the customer shall be deemed to have been given, if delivered by e-mail, in accordance with the contact information provided by the customer.
- 18.2 This agreement (Terms & Conditions) constitutes the entire agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to herein.
- This agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 18.3 The parties shall execute such further and other documents and instruments and take such further and other actions as may be necessary to carry out and give full effect to the transactions contemplated by this agreement (Terms & Conditions).
- 18.4 Nothing in this agreement (Terms & Conditions) shall be construed as creating an agency relationship, partnership or joint venture between the parties.
- 18.5 If any party consists of more than one entity, their obligations here within are joint and several.
- 18.6 This agreement (Terms & Conditions) does not provide and shall not be constructed to provide any third parties, with any remedy, claim, cause of action or privilege.
- 18.7 In the event that any provision of this agreement (Terms & Conditions) shall be unenforceable or invalid under any applicable law or be so held by an applicable court decision, such unenforceability or invalidity shall not render this agreement unenforceable or invalid as a whole. Fast2host Ltd will amend or replace such provision with one that is valid and enforceable and which

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achieves, to the extent possible, the original objectives and intent of Fast2host Ltd as reflected in the original provision.

## 19. Force Majeure

19.1 Fast2host Ltd shall not be responsible for any failure to provide any services or perform any obligation under the agreement (Terms & Conditions) because of any act of God, Strike, lock-outs or other industrial disputes (whether involving the workforce of Fast2host Ltd (or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication Services generally, or other similar force beyond its reasonable control.

## 20. General

20.1 Our business is continually evolving and as such we reserve the right to change our Terms and Conditions when necessary. It is your responsibility to ensure that you are up to date with all of our current Terms and Conditions, which will be placed on our website.

We will, however, notify you of any material changes by way of our 'announcement section' of the Fast2host Ltd website. If required we will e mail a current copy of our terms & Conditions.

20.2 By signing up for and/or otherwise accessing any of the services or products provided by Fast2hosts Ltd, the customer agrees to be bound by all of these Terms and Conditions. IT IS ESSENTIAL THAT YOU READ THESE TERMS PRIOR TO PURCHASING SERVICES WITH FAST2HOSTS Ltd. If you have any questions about these terms, please contact us.

# Terms & Conditions

## APPENDIX 1

### 1. Definitions

1.1 In these Conditions the following terms and phrases shall have the following meanings:

**“AUP”** means Acceptable Use Policy as specified in Schedule 3.

**“Agreement”** shall mean the Master Services Agreement concluded between Fast2host Ltd of which these Conditions form part;

**“Charges”** shall mean together the Connection Charge and/or Service Charge payable by the Customer to Fast2host Ltd for a Service as set out in the applicable Service Order and revised from time to time in accordance with Clause 3

**“Confidential Information”** shall mean all information (in whatever format) designated as such by either Party or any information which relates to the business, affairs, customers, products, developments, trade secrets, know-how and personnel of either Party and which may reasonably be regarded as the confidential information of the disclosing Party

**“Connection Charge”** shall mean the connection charge (together with any applicable tie cable charge) set out in a Service Order

**“Customer Equipment”** shall mean equipment, systems, cabling and facilities provided by the Customer and connected to the Service Equipment or the Network to obtain the Service

**“Customer Site”** shall mean any premises owned, leased or licensed by the Customer and specified in a Service Order at which the Service is to be provided

**“Force Majeure Event”** shall mean any cause beyond a Party's reasonable control affecting the performance of its obligations hereunder including but not limited to fire, flood, explosion, accident, war, strike, embargo, acts of any governmental authority (including refusal or revocation of any licence or consent), Act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, inability to secure materials, power failure, industrial disputes (excluding disputes involving the employees of either Party) and acts or omissions of other providers of telecommunications services

**“Network”** shall mean the telecommunication system over which Fast2host Ltd provides the applicable Services

**“Services”** shall mean the communication or data services more particularly described on the Service Order

**“Service Charge”** shall mean the recurring charge for use of the Service as set out in the applicable Service Order

**“Service Commencement Date”** means the date set out in the applicable Service Order

**“Service Equipment”** shall mean any equipment, or cabling provided by Fast2host Ltd to the Customer and installed at the Customer Site in order to enable the Customer to connect to the Network and use the Service. Service Equipment shall not include the Network or any equipment which is the subject of a separate supply contract between Fast2host Ltd and the Customer

**“Service Order”** shall mean a request for Services to be provided under the terms of this Agreement

**“Service Term”** shall mean in relation to any particular Service (unless otherwise stated in the applicable Service Order) twelve months from the Service Commencement Date

**“Fast2host Ltd Affiliate”** shall mean any company of which Fast2host Ltd is a Subsidiary, any Subsidiary of that company and any Subsidiary of Fast2host Ltd, the term “Subsidiary” having the meaning ascribed thereto in Section 736 and 736A of the Companies Act 1985.