FAST2HOST

Terms of Service

1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means the following amounts:

(a) the amounts specified in Section 4 of the Services Order Form; and

(b) such amounts as may be agreed by the parties in writing from time to time;

"Confidential Information" means Fast2host Confidential Information and the Customer Confidential Information;

"Contract" means a contract made under these Terms and Conditions between Fast2host and the Customer;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and "Controlled" should be construed accordingly);

"Customer" means the person or entity identified as such in Section 1 of the Services Order Form;

"Customer Confidential Information" means:

(a) any information disclosed by or on behalf of the Customer to Fast2host during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by Fast2host (acting reasonably) to be confidential; and

(b) the terms of the Contract;

"Customer Indemnity Event" has the meaning given to it in Clause 12.3;

"Customer Personal Data" means any Personal Data that is processed by Fast2host on behalf of the Customer in relation to the Contract with respect to which Fast2host is a data controller;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Effective Date" means the date upon which the parties execute a hard-copy Services Order Form; or, following the Customer completing and submitting the online Services Order Form published by fast2host on the Host's website, the date upon which fast2host sends to the Customer an order confirmation;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Host" means fast2host, Fast2host is owned and operated by Fast4networks Limited. Registered in England and Wales. Company registration number 11651120 having its registered office at 4, Beech Court, The Lakes Business Park, Willow Rd, St Ives, Fenstanton, Cambridge - PE28 9ET

"Fast2host Confidential Information" means:

(a) any information disclosed by or on behalf of fast2host to the Customer during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential; and

(b) the terms of the Contract;

"Fast2host Indemnity Event" has the meaning given to it in Clause 12.1;

"Hosted Data" means all data, works and materials: uploaded to or stored on the Hosting Platform by the Customer, or by any third party using any software made available by means of the Hosting Platform; transmitted by the Hosting Platform at the instigation of the Customer, or at the instigation of any third party using any software made available by means of the Hosting Platform; or supplied by the Customer to fast2host for uploading to, transmission by or storage on the Hosting Platform;

"Hosting Account" means an online account enabling a person to configure and manage the Hosting Services;

"Hosting Platform" means the platform managed by Fast2host and used by Fast2host to provide the Hosting Services, including the application, database, system and server software used to provide the Hosting Services, and the computer hardware on which that application, database, system and server software is installed;

"Hosting Services" means those web hosting services specified in Section 3 of the Services Order Form which will be made available by Fast2host to the Customer as a service via the internet in accordance with these Terms and Conditions;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or un registerable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Minimum Term" means, in respect of the Contract, the period of 12 months beginning on the Effective Date;

"Personal Data" has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;

"Services Order Form" means an online order form published by Fast2host and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference;

"Term" means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and

"Terms and Conditions" means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions, the Schedules and the Services Order Form, including any amendments to that documentation from time to time.

2. Term

2.1 The Contract shall come into force upon the Effective Date.

2.2 The Contract shall continue in force indefinitely, subject to termination in accordance with Clause 15.

2.3 Unless the parties expressly agree otherwise in writing, each Services Order Form shall create a distinct contract under these Terms and Conditions.

3. Hosting Services

3.1 The Hosting Platform will automatically generate a Hosting Account for the Customer on the Effective Date and will provide to the Customer login details for that Hosting Account

3.2 Fast2host hereby grants to the Customer a right to use the Hosting Services for the business purposes of the Customer in accordance with any relevant documentation supplied by Fast2host to the Customer during the Term.

3.3 The right granted by Fast2host to the Customer under Clause 3.2 is subject to the following limitations:

(a) the Hosting Account may only be used by the officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer;

(b) the Hosting Account may only be used by the named users identified in the Services Order Form, providing that the Customer may change, add or remove a designated named user in accordance with the procedure set out therein; and

(c) the Hosting Account must not be used at any point in time by more than the number of concurrent users specified in the Services Order Form, providing that the Customer may add or remove concurrent user licences in accordance with the procedure set out therein.

3.4 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by Fast2host to the Customer under Clause 3.2 is subject to the following prohibitions:

(a) the Customer must not sub-license its right to access and use the Hosting Account;

(b) the Customer must not permit any unauthorised person to access or use the Hosting Account; and

(c) the Customer must not make any alteration to the Hosting Platform, except as expressly permitted by the documentation supplied by Fast2host to the Customer.

3.5 The Customer shall use reasonable endeavours, including reasonable security measures relating to Hosting Account access details, to ensure that no unauthorised person may gain access to the Hosting Account or any element of the Hosting Services that is accessible using the Hosting Account.

3.6 The Customer shall have no administrative access or administration rights in relation to the Hosting Platform, save to the extent that Fast2host has expressly agreed otherwise in writing.

3.7 The parties acknowledge and agree that Schedule 2 (Availability SLA) shall govern the availability of Fully Managed Cloud VPS and Dedicated Servers ONLY.

3.8 The Customer must comply with Schedule 1 (Acceptable Use Policy), and must ensure that all persons using the Hosting Services with the authority of the Customer comply with Schedule 1 (Acceptable Use Policy).

3.9 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Hosting Platform, either during or after the Term.

3.10 Fast2host may suspend the provision of the Hosting Services if any amount due to be paid by the Customer to Fast2host under the Contract is overdue, and Fast2host has given to the Customer at least 7 day's notice, following the amount becoming overdue, of its intention to suspend the Hosting Services on this basis.

4. Customer obligations

4.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Host, or procure for the Host, such:

(a) co-operation, support and advice;

(b) information and documentation; and

(c) governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable Fast2host to perform its obligations under the Contract.

4.2 The Customer must provide to the Host, or procure for the Host, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by Fast2host to enable Fast2host to perform its obligations under the Contract.

5. Hosted Data

5.1 The Customer hereby grants to Fast2host a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Hosted Data to the extent reasonably required for the performance of the Host's obligations and the exercise of the Host's rights under the Contract, together with the right to sub-license these rights to its own hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Host's obligations and the exercise of the Host's rights under the Contract.

5.2 The Customer warrants to Fast2host that the Hosted Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

5.3 If Fast2host reasonably suspects that any element of the Hosted Data breaches Clause 5.2, or breaches any provision of Schedule 1 (Acceptable Use Policy), Fast2host may edit or delete the relevant Hosted Data to the extent reasonably necessary to ensure that it no longer breaches that provision.

5.4 Fast2host may create a backup copy of the Hosted Data, shall ensure that each such copy is sufficient to enable Fast2host to restore the Hosting Services to the state they were in at the time the backup was taken and shall retain and securely store each such copy for as long as required. Backups may be deleted without notice at any time.

5.5 Following receipt of a written request from the Customer, Fast2host shall use all reasonable endeavours to restore to the Hosting Platform the Hosted Data stored in any backup copy created and stored by Fast2host in accordance with Clause 5.4. The Customer acknowledges that this process will overwrite the Hosted Data stored on the Hosting Platform prior to the restoration.

5.6 All backups are provided on a best-effort basis and are in no way guaranteed. Customers are encouraged to take their own backups and store them offsite.

5.7 Before the date of effective termination of the Contract, Fast2host shall make available to the Customer for download an electronic copy of the Hosted Data (as constituted upon that

date). Fast2host shall however have no obligations under this Clause 5.7 to make available such Hosted Data if any amounts payable by the Customer to Fast2host under the Contract are due but unpaid upon that date. The Customer acknowledges that whilst Fast2host may delete the Hosted Data from its computer systems following termination, Fast2host may also retain such Hosted Data after termination for legal compliance and/or technical reasons, subject in each case to the other provisions of the Contract.

6. No assignment of Intellectual Property Rights

6.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from Fast2host to the Customer.

7. Charges

7.1 The Customer shall pay the Charges to Fast2host in accordance with these Terms and Conditions.

7.2 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value-added taxes, which will be added to those amounts and payable by the Customer to the Host.

7.3 Fast2host may elect to vary any element of the Charges by giving to the Customer not less than 30 days notice of the variation expiring on any anniversary of the date of execution of the Contract.

8. Payments

8.1 Fast2host shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in Section 4 of the Services Order Form.

8.2 The Customer must pay the Charges to Fast2host within the period of 7 days following the issue of an invoice in accordance with this Clause 8.

8.3 The Customer must pay the Charges by PayPal, Debit Card, Credit Card, Standing Order, Bank Transfer.

8.4 If the Customer does not pay any amount properly due to Fast2host under these Terms and Conditions, Fast2host may:

(a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

9. Confidentiality obligations

9.1 The Customer must:

(a) keep Fast2host Confidential Information strictly confidential;

(b) not disclose Fast2host Confidential Information to any person without the Host's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions;

(c) use the same degree of care to protect the confidentiality of Fast2host Confidential Information as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care;

(d) act in good faith at all times in relation to Fast2hosts Confidential Information; and

(e) not use any of Fast2hosts' Confidential Information for any purpose other than specified in these terms and conditions.

9.2 Notwithstanding Clauses 9.1 and 9.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Contract and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

9.3 No obligations are imposed by this Clause 9 with respect to a party's Confidential Information if that Confidential Information:

(a) is known to the other party before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of the other party; or

(c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

9.4 The restrictions in this Clause 9 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

9.5 Upon the termination of the Contract, each party must immediately cease to use the other party's Confidential Information.

9.6 Following the termination of the Contract, and within 30 Business Days following the date of receipt of a written request from the other party, the relevant party must destroy or return to the other party (at the other party's option) all media containing the other party's Confidential Information, and must irrevocably delete the other party's Confidential Information from its computer systems.

9.7 The provisions of this Clause 9 shall continue in force for a period of 5 years following the termination of the Contract, at the end of which period they will cease to have effect.

10. Data protection

10.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

10.2 The Customer warrants to Fast2host that it has the legal right to disclose all Personal Data that it does in fact disclose to Fast2host under or in connection with the Contract.

10.3 The Customer shall only supply to the Host, and Fast2host shall only process, in each case under or in relation to the Contract, the Personal Data as specified in these terms and conditions.

10.4 Fast2host shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 10.

10.5 Fast2host shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the European Economic Area), as set out in these Terms and Conditions or any other document agreed by the parties in writing.

10.6 Fast2host shall promptly inform the Customer if, in the opinion of the Host, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

10.7 Notwithstanding any other provision of the Contract, Fast2host may process the Customer Personal Data if and to the extent that Fast2host is required to do so by applicable law. In such a case, Fast2host shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

10.8 Fast2host shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

10.9 Fast2host and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including the measures specified in the information security policy of Fast2host (as it may be updated by Fast2host from time to time).

10.10 As at the Effective Date, Fast2host is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data as specified in these terms and conditions.

10.11 Fast2host must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 72 hours after Fast2host becomes aware of the breach.

10.12 Fast2host shall make available to the Customer all information necessary to demonstrate the compliance of Fast2host with its obligations under this Clause 10 and the

Data Protection Laws. Fast2host may charge the Customer at its standard time-based charging rates for any work performed by Fast2host at the request of the Customer pursuant to this Clause 10.12, providing that no such charges shall be levied with respect to the completion by Fast2host (at the reasonable request of the Customer, not more than once per calendar year) of the standard information security questionnaire of the Customer.

10.17 Fast2host shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Host's processing of Customer Personal Data with the Data Protection Laws and this Clause 10. Fast2host may charge the Customer at its standard time-based charging rates for any work performed by Fast2host at the request of the Customer pursuant to this Clause 10.17, providing that no such charges shall be levied where the request to perform the work arises out of any breach by Fast2host of the Contract or any security breach affecting the systems of the Host.

10.18 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Contract, then the parties shall use their best endeavours promptly to agree such variations to the Contract as may be necessary to remedy such non-compliance.

11. Warranties

11.1Fasthost shall provide the Hosting Services with reasonable skill and care.

11.2 Fast2hostwarrants to the Customer that:

(a) Fast2host has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions;

(b) Fast2host will comply with all applicable legal and regulatory requirements applying to the exercise of the Host's rights and the fulfilment of the Host's obligations under these Terms and Conditions; and

(c) Fast2host has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

11.3 The Customer warrants to Fast2host that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.

11.4 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

12. Indemnities

12.1 The Customer shall indemnify and shall keep indemnified Fast2host against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by Fast2host and arising

directly or indirectly as a result of any breach by the Customer of these Terms and Conditions (a "Customer Indemnity Event").

12.2 Fast2host must:

(a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;

(b) provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;

(c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and

(d) not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer,

and the Customer's obligation to indemnify Fast2host under Clause 12.1 shall not apply unless Fast2host complies with the requirements of this Clause 12.2.

12.3 The indemnity protection set out in this Clause 12 shall be subject to the limitations and exclusions of liability set out in the Contract.

13. Limitations and exclusions of liability

13.1 Nothing in these Terms and Conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

13.2 The limitations and exclusions of liability set out in this Clause 13 and elsewhere in these Terms and Conditions:

(a) are subject to Clause 13.1; and

(b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

13.3 Fast2host shall not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

13.4 Fast2host shall not be liable to the Customer in respect of any loss of profits or anticipated savings.

13.5 Fast2host shall not be liable to the Customer in respect of any loss of revenue or income.

13.6 Fast2host shall not be liable to the Customer in respect of any loss of use or production.

13.7 Fast2host shall not be liable to the Customer in respect of any loss of business, contracts or opportunities.

13.8 Fast2host shall not be liable to the Customer in respect of any loss or corruption of any data, database or software.

13.9 Fast2host shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

13.10 The liability of Fast2host to the Customer under the Contract in respect of any event or series of related events shall not exceed the greater of:

(a) the total amount paid and payable by the Customer to Fast2host under the Contract in the 12 month period preceding the commencement of the event or events.

13.11 The aggregate liability of each party to the other party under the Contract shall not exceed the greater of:

(a) the total amount paid and payable by the Customer to Fast2host under the Contract.

14. Force Majeure Event

14.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

14.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue.

14.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

15. Termination

15.1 The Customer may terminate the Contract by giving to the other party not less than 30 days notice of termination, expiring after the end of the Minimum Term.

15.2 Fast2host may terminate the Contract immediately by giving notice of termination to the other party if:

(a) the other party commits any breach of the Contract, and the breach is not remediable;

(b) the other party commits a breach of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a notice to the other party requiring the breach to be remedied; or

(c) the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).

15.3 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or

(d) if that other party is an individual:

(i) that other party dies;

(ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii) that other party is the subject of a bankruptcy petition or order.

15.4 Fast2host may terminate the Contract immediately by giving notice to the Customer if:

(a) any amount due to be paid by the Customer to Fast2host under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

(b) Fast2host has given to the Customer at least 30 days notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 15.4.

15.5 The Contract may only be terminated in accordance with its express provisions.

16. Effects of termination

16.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3.9, 5.7, 8.2, 8.4, 9, 10.1, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, 10.16, 10.17, 10.18, 12, 13, 16, 19, 20, 21, 22, 23.1, 23.2, 24, 25 and 26.

16.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

16.3 Within 30 days following the termination of the Contract for any reason:

(a) the Customer must pay to Fast2host any Charges in respect of Hosting Services provided to the Customer before the termination of the Contract;

and without prejudice to the parties' other legal rights.

17. Notices

17.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Clause 17.2 and Section 6 of the Services Order Form):

(a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

(b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

17.2 The Host's contact details for notices under this Clause 17 are as follows: Fast2host. 105 Great North Road Eaton Socon St Neots PE19 8EL

17.3 The addressee and contact details set out in Clause 17.2 and Section 6 of the Services Order Form may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 17.

18. Subcontracting

18.1 Subject to any express restrictions elsewhere in these Terms and Conditions, Fast2host may subcontract any of its obligations under the Contract.

18.2 Fast2host shall remain responsible to the Customer for the performance of any subcontracted obligations.

19. Assignment

19.1 The Customer hereby agrees that Fast2host may assign, transfer or otherwise deal with the Host's contractual rights and obligations under these Terms and Conditions.

19.2 The Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under these Terms and Conditions without the prior written consent of the Host, such consent not to be unreasonably withheld or delayed, providing that the Customer may assign the entirety of its rights and obligations under these Terms and Conditions to any Affiliate of the Customer or to any successor to all or a substantial part of the business of the Customer from time to time.

20. No waivers

20.1 No breach of any provision of the Contract will be waived except with the express written consent of Fast2host

20.2 No waiver of any breach of any provision of the Contract shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Contract.

21. Severability

21.1 If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

21.2 If any unlawful and/or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

22. Third party rights

22.1 The Contract is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

22.2 The exercise of the parties' rights under the Contract is not subject to the consent of any third party.

23. Variation

23.1 The Contract may not be varied except in accordance with this Clause 23.

23.2 The Contract may be varied by means of a written document signed by or on behalf of each party at Fast2host's sole discretion.

23.3 Fast2host may vary the Contract by giving to the Customer at least 30 days written notice of the proposed variation, providing that if Fast2host gives to the Customer a notice under this Clause 23.3, the Customer shall have the right to terminate the Contract by giving written notice of termination to Fast2host at any time during the period of 14 days following receipt of the Host's notice.

24. Entire agreement

24.1 The main body of these Terms and Conditions, the Schedules and the Services Order Form shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

24.2 The Customer will have no remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Contract.

24.3 The provisions of this Clause 24 are subject to Clause 13.1.

25. Law and jurisdiction

25.1 These Terms and Conditions shall be governed by and construed in accordance with English law.

25.2 Any disputes relating to the Contract shall be subject to the exclusive jurisdiction of the courts of England.

26. Interpretation

26.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

26.2 The Clause headings do not affect the interpretation of these Terms and Conditions.

26.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

26.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Schedule 1 (Acceptable Use Policy)

1. Introduction

1.1 This acceptable use policy (the "Policy") sets out the rules governing:

(a) the use of our hosting services, connectivity services, communications services and related services (the "Services"); and

(b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("Content").

1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to Fast2host (and "we" and "our" should be construed accordingly).

1.3 By using the Services, you agree to the rules set out in this Policy.

1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.

2. General usage rules

2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2 You must not use the Services:

(a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or

(b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

(a) be libellous or maliciously false;

(b) be obscene or indecent;

(c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

(d) infringe any right of confidence, right of privacy or right under data protection legislation;

(e) constitute negligent advice or contain any negligent statement;

(f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

(g) be in contempt of any court, or in breach of any court order;

(h) constitute a breach of racial or religious hatred or discrimination legislation;

(i) be blasphemous;

(j) constitute a breach of official secrets legislation; or

(k) constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over 12 years of age.

4.2 Content must not depict violence in an explicit, graphic or gratuitous manner.

4.3 Content must not be pornographic or sexually explicit.

5. Marketing and spam

5.1 You must not without our written permission use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.

5.2 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam – which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.

5.3 You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that you find using the Services.

5.4 You must not use the Services to promote, Fast2host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.

5.5 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses. If our IP addresses do become blacklisted, we reserve the right to levy a £60 +VAT fee. This fee is to deter spammers from using our network and to pay for the admin time needed to delist, and, or, having to scrap an IP due to a bad sender reputation.

6. Regulated businesses

6.1 You must not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

6.2 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of drugs or pharmaceuticals.

6.3 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of knives, guns or other weapons.

7. Monitoring

7.1 You acknowledge that we may actively monitor the Content and the use of the Services.

8. Data mining

8.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

9. Harmful software

9.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

9.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

There may also be special terms applicable to certain products and/or services, and those are listed here in our Acceptable Usage Policy (AUP)

Schedule 2 (Availability SLA)

1. Introduction to availability SLA

1.1 This Schedule 2 sets out the Host's availability commitments relating to Fully Managed Cloud VPS and Fully Managed Dedicated Servers.

1.2 In this Schedule 2, "uptime" means the percentage of time during a given period when the Hosting Services are available at the gateway between public internet and the network of the hosting services provider for the Hosting Services.

2. Availability

2.1 Fast2host shall use reasonable endeavours to ensure that the uptime for the Hosting Services is at least 100% during each calendar month.

2.2 Fast2host shall be responsible for measuring uptime, and shall do so using any reasonable methodology.

2.3 Fast2host shall report uptime measurements to the Customer in writing, in respect of each calendar month, within 10 Business Days following the end of the relevant calendar month.

3. Service credits

3.1 In respect of each calendar month during which the Hosting Services uptime is less than the commitment specified in Paragraph 2.1, the Customer shall earn service credits in accordance with the provisions of this Paragraph 3.

3.2 The service credits earned by the Customer shall be as follows: 5% credit of the monthly service fee for every 24 hour of downtime but may not exceed a 1-month service fee.

3.3 Fast2host shall deduct an amount equal to the service credits due to the Customer under this Paragraph 3 from amounts invoiced in respect of the Charges for the Hosting Services. All remaining service credits shall be deducted from each invoice issued following the reporting of the relevant failure to meet the uptime commitment, until such time as the service credits are exhausted.

3.4 Service credits shall be the sole remedy of the Customer in relation to any failure by Fast2host to meet the uptime guarantee in Paragraph 2.1, except where the failure amounts to a material breach of the Contract.

3.5 Upon the termination of the Contract, the Customer's entitlement to service credits shall immediately cease, save that service credits earned by the Customer shall be offset against any amounts invoiced by Fast2host in respect of Hosting Services following such termination.

There may also be special terms applicable to certain products and/or services, and those are listed here in our Service Level Agreement (SLA)

4. Exceptions

4.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether Fast2host has met the uptime guarantee given in Paragraph 2.1:

(a) a Force Majeure Event;

(b) a fault or failure of the internet or any public telecommunications network;

(c) a fault or failure of the Host's hosting infrastructure services provider, unless such fault or failure constitutes an actionable breach of the contract between Fast2host and that company;

(d) a fault or failure of the Customer's computer systems or networks;

(e) any breach by the Customer of the Contract; or

(f) scheduled maintenance carried out in accordance with the Contract.

Fees

1. Fee Increases

Increase in Consumer Price Index. If during the initial term or any renewal term there is an increase in the Consumer Price Index as published by the National Office for Statistics over the Consumer Price Index reported for the month in which you signed your Agreement, we may increase your fees by the same percentage as the increase in the Consumer Price Index; provided that we may not increase your fees under this subsection more often than once per twelve (12) months.

Increase after expiry of Term. If following the expiration of the initial term or any renewal term you do not sign a renewal of your Agreement, but continue to use your Services on a rolling one (1) month basis, then we may increase your fees at any time by any amount, in our sole discretion, on thirty (30) days advance written notice.

Third Party License Fees. In the event that a third party license provider increases the fee they charge Fast2host for your use of such license, we will increase your fees by the same percentage amount, provided we notify you in writing at least thirty (30) days before the effective date of the price increase.

Service Management

1. Service Management

While your services are in an "inactive" status we will not install any software updates that we may have otherwise agreed to install. We will update your services when you return them to "active" status, but there could be a delay of up to twenty four (24) hours before the updates are fully installed.

2. Vulnerability Testing

Vulnerability testing services involve inherent risks, such as data corruption and impaired performance of your Hosted System. If you ask Fast2host to provide vulnerability testing services, then you agree that Fast2host is not liable to you for any damages arising from the performance of the Services as agreed.

3. Unsupported Configuration Elements Or Services

If you ask us to implement a configuration element (hardware or software) or hosting service in a manner that is not customary at Fast2host, or that is in "end of life" or "end of support" status we may designate the element or service as "unsupported", "non-standard", "best efforts", "reasonable endeavours", "one-off", "EOL", "End of Support", or with like term in the Services Description (referred to in this Section as an "Unsupported Service"). Fast2host makes no representation or warranty whatsoever regarding Unsupported Service so designated, and you agree that Fast2host shall not be liable to you for any loss or damage arising from the provision of the Unsupported Service. The Service Level Guarantees shall not apply to the Unsupported Service, or any other aspect of the Hosting Services that is adversely affected by the Unsupported Service. You acknowledge that Unsupported Services may not interoperate with Fast2host's other services, such as backup or monitoring.

Limitation of Liability Disclaimer

1. Limitation of Liability

Faast2host shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Fast2host servers going off-line or being unavailable for any reason whatsoever. Furthermore, Fast2host shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Fast2hosts servers. All damages shall be limited to the immediate termination of service.

2. Disclaimer

Fast2host cannot be held liable for system downtime, crashes, or data loss. We cannot be held liable for any predicted estimate of profits in which a client would have gained if their site was functioning. Certain services provided by Fast2host are resold. Thus, certain equipment, routing, software, and programming used by Fast2host are not directly owned or written by Fast2host. Moreover, Fast2host holds no responsibility for the use of our client's accounts. If any terms or conditions are failed to be followed, the account in question will be automatically deactivated. We reserve the right to remove any account without advanced notice for any reason without restitution as Fast2host sees fit. FURTHERMORE, Fast2host retains the right to change any or all of the above Policies, Guidelines, and Disclaimer without notification.