

## Hosting Terms and Conditions (ver. 3.24)

This page tells you the terms and conditions on which we supply our services described on our website [www.webseoassist.co.uk](http://www.webseoassist.co.uk) to you (“Services”). Our primary services are website design, hosting service (“Hosting Service”) or a domain name registration and renewal service (“Domain Registration and Renewal Service”)

Please read these terms and conditions carefully before ordering any Services from our website. By ordering any of our Services, you will be bound by these terms and conditions. Refusal to accept these Terms and Conditions will result in no Services from our website being able to be ordered. Our [Privacy Policy](#) under the European General Data Protection Regulation (GDPR) forms part of these terms and conditions. We would recommend you read through the terms carefully, printing a copy of your records if required.

### 1. INFORMATION ABOUT US

1.1. [www.webseoassist.co.uk](http://www.webseoassist.co.uk) is a site operated by Web SEO Assist (“we”, “us” and “our”). Our office is at 43 Curtis Avenue, Abingdon, Oxfordshire. OX14 3UL.

1.2 Contracts for the purchase of Services through our site will be governed by English law. Any dispute arising from, or related to, such the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales. English is the language offered for the conclusion of the contract between us both.

### 2. YOUR STATUS

2.1. By placing an order through our website, you warrant that:

2.1.1. you are legally capable of entering into binding contracts

2.1.2. you are at least 18 years old.

2.2. If you are acting on behalf of a company or other business, you further warrant that you personally have the authority to bind that company or business on whose behalf you are placing an order.

### 3. THE ORDER PROCESS

3.1. You can only place an order with us for Services once you have successfully registered an account with us. Information that you provide while registering an account with us must be complete and accurate. By creating an account you agree that we may block access to the account and the Services we supply if we reasonably believe that the information you have supplied is inaccurate. You must

keep your user name and password private at all times and not allow anyone else to use it. You must contact us should you believe that your username or password has become known to someone else.

3.2. Before you submit an order you will be shown a summary on screen including details of the Services you have wish to order and the price payable. There will be an option to amend/correct errors before proceeding to completion of the order.

3.3. Once an order has been placed, we will provide you with confirmation of the Services you have ordered. This confirmation will be sent to the email address registered to your account. Copies of previous invoices will be stored on your account.

#### **4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

4.1. After placing an order, you will receive an e-mail from us accepting your order and, if appropriate, letting you know that the Hosting Service you have purchased has been activated (“Acceptance Confirmation”). Your order constitutes an offer to us to buy our Services and all orders are subject to our acceptance.

4.2. The contract between us (“Contract”) will only be formed when we send you the Acceptance Confirmation. We may also decline your order for the Services for any reason, in which case we will tell you so.

4.3. The Contract will relate only to those Services we have confirmed in the Acceptance Confirmation. We will not be obliged to supply any other Services which may have been part of your order until such Services have been confirmed.

#### **5. OUR STATUS**

5.1. We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products or services you purchase from companies to whose website we have provided a link on our website will be of satisfactory quality, and any such warranties are disclaimed by us absolutely.

5.2. Any disclaimer does not affect your statutory rights against the third party seller.

#### **6. CONSUMER RIGHTS**

6.1. If you are buying as a consumer (i.e., not within the course of your business), ordinarily, the Consumer Contract Regulations 2013 allow you to cancel the Contract at any time within 14 working days, beginning on the day after you received the Acceptance Confirmation.

6.2. However, by placing your order for the Services, you agree to us starting supply of those Services before the end of the 14 working day cancellation period referred to here. As such, you will not have the right to cancel the Contract under the Consumer Contract Regulations 2013

6.3. This provision does not otherwise affect your statutory rights.

## **7. CANCELLING**

7.1. Once the Contract has been formed you may cancel the Contract in relation to the Hosting Service you have purchased.

7.2. To cancel the Contract you must inform by raising a support ticket with at least 7 days notice. As part of our cancellation process, we will respond to you to confirm your cancellation request. You must re-confirm your cancellation request by replying to this confirmation or we will continue to supply the Hosting Service and your cancellation will be ineffective. This is to ensure that we do not delete any data you need to retain.

7.3. In summary, the Services which may not be cancelled under the limited money back guarantee include (but are not limited to):

7.3.1. Domain Registration and Domain Registration Renewals.

7.3.2. Private SSL certificates.

7.3.3. Virtual Nameservers and other 'add on' products.

7.3.4. Virtual Private Servers (VPS) and associated products.

## **8. PRICE AND PAYMENT**

8.1. The price of any Services will be as quoted on our website (we are not registered for VAT as we do not meet the threshold).

8.2. The total cost of your order of the Services will be set out clearly before you submit your order for the Services.

8.3. Prices are liable to change at any time. We will notify you of a change in our prices at least 14 days before the price increase comes into force. If you do not cancel you will be deemed to have accepted the new prices, and they will be charged to your account.

8.4. Due to the number of Services offered for sale, it is possible that despite our efforts some Services may be incorrectly priced. We deal with these situations accordingly:

8.4.1 Where a Service's correct price is less than our stated price, we will charge the lower amount when accepting your order;

8.4.2 If a Service's correct price is higher than the price stated on our website, we will normally, contact you for instructions before accepting your order; and

8.4.3 We are under no obligation to provide the Services to you at the incorrect (lower) price, even after we have sent you an Acceptance Confirmation

8.5. We reserve the right to seek to recover any outstanding amounts due by you by other means, including referring the debt to an external debt recovery agent if necessary. If this method is sought, you may become liable for additional fees and charges and you agree to pay such charges in addition to the outstanding amount owed to us.

8.6. Time for payment shall be of the essence. No payment shall be deemed to have been received until we have received cleared funds. If your chosen method of payment is not authorised by your credit card provider or bank, you hereby authorise us to seek payment from any other credit card, debit card or direct debit registered against your account.

8.7. If we fail to authorise payment your account may be suspended.

## 9. QUALITY

9.1. We warrant that (subject to the other provisions of these terms and conditions) any Services purchased from us through our website will be provided with reasonable care and skill.

9.2. We will not be liable for a breach of the warranty provided above unless:

9.2.1. you give written notice of the breach to us

9.2.2. we are given a reasonable opportunity after receiving the notice of examining our provision of the Services to you

9.2.3. the problem arises because you failed to follow our oral or written instructions as to the use of the Services (if there are any)

9.2.4. you alter the Services without our written consent

9.2.5. the problem arises because of misuse

9.3. If we are in breach of the warranty in accordance with the clause above we will, use all reasonable commercial efforts to remedy the breach promptly or refund the price of the Services at the pro rata Contract price.

9.4. By accepting these terms, you acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf which is not set out on our website or otherwise confirmed in writing by us. Nothing in this clause will exclude or limit our liability to you for fraudulent misrepresentation.

## **10. ACCESS TO THE HOSTING SERVICE**

10.1. It is your responsibility to ensure that necessary arrangements for access to our Hosting Services are in place.

10.2. You are also responsible for ensuring that all persons who access our Services through your Internet connection are aware of these terms and conditions (and in particular our acceptable use policy).

## **11. HOSTING SERVICE SERVICE LEVELS**

11.1. We do not warrant access to our servers will be uninterrupted or error free but we shall use reasonable endeavours to keep downtime to a minimum.

## **12. IP ADDRESSES**

12.1. You will have no right, title or interest in any internet protocol address ("IP address") allocated to you upon the expiry or termination of Services.

12.2. Any IP address allocated to you is allocated as part of the Hosting Service you purchased and is not portable or otherwise transferable by you in any manner whatsoever.

12.3. If an IP address is re-numbered or re-allocated by us, we shall use our reasonable endeavours to avoid any disruption to you.

## **13. BACK-UP OF YOUR MATERIAL AND OUR SERVERS**

13.1. It is your responsibility to maintain appropriate and up-to-date back-up copies of any data, information or other material you upload onto our servers as part of your use of the Hosting Services. We provide free tools to make website and database backups in our control panels. In the event of loss of or damage to your material, you will not be given access to the server back-up we maintain pursuant to our archiving procedure.

13.2. We will follow our archiving procedures for the data stored on our servers.

13.3. We will not be responsible for any loss, destruction, alteration or disclosure of your Material caused by you or any third party.

## 14. HOSTING SERVICE USAGE LIMITATIONS

14.1. The Hosting Service package you order includes the per calendar month bandwidth allowance applicable to that hosting package as this is set out on this website at the time of your order.

14.2. The Hosting Service you have ordered will be automatically suspended if this monthly bandwidth allowance is exceeded. If this happens, you may upgrade your Hosting Service package to one which includes a higher monthly bandwidth allowance, or wait for the Hosting Service to resume at the start of the following calendar month. You can monitor your monthly bandwidth usage in our control panel.

14.3. Unless the Hosting Service package you order includes a virtual private server, you will only be allowed to use a maximum of 10% of our server's processing capacity when using the Hosting Service package you order.

14.4. We may allow your usage to exceed this CPU limitation, and we will speak to you about your hosting requirements if your usage has a detrimental effect on our other customers. Please note that this right is at our absolute discretion.

14.5. The Hosting Service package you order includes the number of mailboxes applicable to that hosting package as this is set out on our website at the time of your order.

14.6. Any mailboxes that have not been accessed for 100 clear days will be automatically deleted from our system.

14.7. When using the Services, you must comply with our Terms of Website Use and our Acceptable Use Policy. Any conflict between our terms of website use and these terms and conditions, will be resolved in favour of these terms and conditions.

14.8. A breach of either the Website Terms of Use or Acceptable Use policy will entitle us to terminate the provision of Services to you.

14.9. Hosting Restrictions - You may not, under any circumstances, have any content on your website or in your email accounts that would be considered illegal, offensive, inflammatory, defamatory or racist.

14.10. You cannot use your email account to send spam, phishing or mass emails. If in doubt – ask.

14.11. If you are using our fully managed hosting, in order to maintain security for our server and clients, you must have in place one of our maintenance and support packages.

14.12. If you are using our standard WordPress Hosting it is your responsibility to maintain Themes, Plugins, PHP versions and any backups for your website. You do not have to use one of maintenance and support packages.

## **15. SUPPORT**

15.1. Our support team will help resolve any problems you have with the Services you are receiving. We will not provide programming support to you, but, as part of our Hosting Services, our servers are compatible with many programming languages.

15.2. We do not provide telephone technical support. Support is provided via online support ticket.

## **16. DOMAIN NAMES**

16.1. Where the Contract includes our Domain Registration and Renewal Service:

16.1.1. we will endeavour to procure the registration of the domain name you request

16.1.2. we will not be liable in the event that the relevant domain name registry refuses to register the domain name you request, or subsequently suspends or revokes any registration for that domain name.

16.1.3. we shall not act as your agent or on your behalf in any dealings with domain name registry.

16.1.4. the registration of the domain name you request and its ongoing use is subject to the relevant domain name registry's terms and conditions of use which you should consider.

16.1.5. you are responsible for ensuring that you are aware of the terms so that you can comply with them.

16.1.6. the domain name you request will only have been successfully registered when you appear as the registrant on the appropriate "whois" database of the top level domain name registrar.

16.1.7. we shall have the absolute discretion to require you to select a replacement domain name to the one you have requested to be registered, and may suspend or terminate our performance of the Domain Registration and Renewal Service, if, in our opinion, there are reasonable grounds for us to believe that your current choice of name is, may or is likely to be in bad faith, breach of the provisions of these terms and conditions or any legal or regulatory requirement.

16.1.8. you confirm and warrant that you are the owner of any trade mark in any domain name (or have the authority of the owner of any trade mark to use such name) that you have requested be registered.

16.2. You confirm and warrant that you are the legal owner of any domain name (or have the authority of the legal owner to use such domain name) supplied by you, or otherwise authorised by you, for use as a domain name in connection with any website in relation to which the Hosting Service supplied to you is used.

16.3. Once the domain name has been successfully registered, it will need to be renewed periodically to ensure you retain your registration of it. We will send you renewal notices 30 days and 7 days before the renewal date of your registered domain name. These notices will be sent to the email address registered against your account.

16.4. You hereby authorise us to automatically renew the domain name for you unless you have cancelled the Domain Registration and Renewal Service in accordance with these terms and conditions.

16.5. The price for the renewal will be as set out in the renewals page of the customer administration area and will be charged against one of the payment methods then registered against your account.

16.6. You acknowledge and agree that we may place a number of locks on any domain registered with us either at the time of registration or at any time thereafter and without further notice to you.

## **17. INTELLECTUAL PROPERTY RIGHTS**

17.1. You, retain all intellectual property rights in your material, and you grant to us a worldwide, non-exclusive, royalty free licence to use, store and maintain your material on our servers and publish it on the Internet for the purpose of providing the Hosting Service to you.

17.2. You warrant that your material does not infringe the intellectual property rights of any third party and you have the authority to grant the licence to us. We may make such copies as may be necessary to perform our obligations, including making back-up copies of your material.



17.3. You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services or of any claim or action that your material infringes, or allegedly infringes, the intellectual property rights of a third party.

17.4. If you download software from our website, we grant you a non-exclusive, non-transferable royalty free licence to use that software for the purpose set out on our website in relation to that software. Such licence will automatically terminate when we terminate providing the Hosting Services to you.

17.5. Any third party software that you download from our website shall be licensed to you on the standard software licence terms of the owner of the intellectual property rights in that third party software as those licence terms are notified to you at the time you download such software.

17.6. We retain all intellectual property rights in the Hosting Services (other than in your material) and our software. You must not decompile, disassemble the Hosting Services or our software.

17.7. We will defend you against any claim that the Hosting Services infringe any United Kingdom intellectual property rights of a third party, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:

17.7.1. you give prompt notice of any such claim.

17.7.2. you make no admissions or settlements without our prior written consent.

17.7.3. you provide reasonable co-operation to us in the defence and settlement of such claim, at your expense.

17.7.4. we are given sole authority to defend or settle the claim.

## **18. OUR LIABILITY**

18.1. We do not monitor and will not have any liability for your material or any other communication you transmit by virtue of the Hosting Services.

18.2. Due to the public nature of the Internet, we shall not be liable for the protection of the privacy of electronic mail or any other information transferred through the Internet or via any network provider

18.3. No guarantee or representation is given that the Hosting Services will be free from security incidents or unauthorised users.

18.4. All conditions, terms, representations and warranties that are not expressly set out in these terms and conditions (or the documents referred to in them) are hereby expressly excluded.

18.5. We do not exclude or limit in any way our liability for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

18.6. We will not be responsible for the following types of losses (in each case whether direct, indirect or consequential) and whether they are caused by our negligence or otherwise:

18.6.1. loss of income or revenue.

18.6.2. loss of business.

18.6.3. loss of profits or contracts.

18.6.4. loss of anticipated savings.

18.6.5. loss of goodwill.

18.6.6. loss of software or data.

18.6.7. wasted expenditure (such as pay per click advertising costs).

18.6.8. wasted management or office time.

18.7. Subject to these terms and conditions, our maximum aggregate liability under or in connection with the performance or contemplated performance of the Contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed 100% of the price you have paid to us for the Services during the 12 months preceding the event giving rise to the liability in question.

18.8. You are advised to acquire business interruption insurance, or other appropriate insurance, to protect you and your business in the event of interruption of the Services (in particular the Hosting Service).

18.9. Where you buy any product or service from a third party seller through following a link on our website to such third party's website, the seller's individual liability will be set out in the seller's terms and conditions. You should consult such terms and conditions.

## **19. DURATION OF THE SERVICES AND CANCELLATION**

19.1. The part of the Contract relating to our Domain Registration and Renewal Service will commence on the date we send you our Acceptance Confirmation. It will continue until:

19.1.1. we have registered the domain name you have requested (the “Domain Name”) and you subsequently ask us not to renew the registration of your Domain Name

19.1.2. we terminate the supply of our Domain Registration and Renewal Service by notice to you because:

19.1.2.1. the Domain Name is no longer available for registration

19.1.2.2. you are in breach of the terms and conditions herewith

19.1.2.3. of some other reason preventing the registration of the Domain Name.

19.2. If we terminate the Domain Registration and Renewal Service under the clauses of this agreement, we will refund the price you have paid for the Domain Registration and Renewal Service to the payment method used.

19.3. That part of the Contract relating to Services other than our Domain Registration and Renewal Service, will commence on the date we send you our Acceptance Confirmation. Unless such Services are terminated as provided for in this clause they shall continue for the minimum period of time that applies to the Service you have purchased (“Minimum Term”). After expiry of the Minimum Term, they will continue on a month to month basis until terminated:

19.3.1. by you, as a Consumer, informing us of your decision to cancel the Contract by a clear statement. This should be via online support ticket;

19.3.2. by you, as a Business customer, informing us of your decision to cancel the Contract. This should be via online support ticket

19.3.3. by us giving to you at least 30 days advanced notice in writing sent to the then current email address registered against your account

19.3.4. by exercising your right as a Consumer, to cancel the Contract(s) within the “cooling off period” i.e. within 14 days of purchase.

19.3.5. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. We request that you do this at least 7 working days before the cancellation date. Please note that the Cooling Off period only applies to Consumers, not Business Customers.

19.4. As part of our cancellation process, you must re-confirm your cancellation request via our support ticket system or we will continue to supply the relevant Services and your cancellation will be ineffective. You cannot cancel any of your Services by letter, email or telephone.

19.5. The monthly price for Services we supply under Contracts that continue on a month to month basis shall be charged monthly in advance directly to the payment method registered against your account. Such payment will be taken on the same date of the month (or if no such date occurs then on the last day of the month) as on which the Services had originally commenced ("Payment Date") unless or until you cancel the Services in accordance with these terms and conditions.

19.6. We will not provide you with a refund for a cancellation that is part-way through a billing period.

19.7. Without prejudice to any other right to terminate or suspend the Services we may have under these terms and conditions, our Terms of Website Use or our Acceptable Use Policy, we may terminate the Contract at any time by giving you 30 days' advance notice by emailing you at the email address registered against your account.

19.8. If we cancel the Services, we will refund to you the price you have paid for the Services on a pro-rata basis for the unexpired Minimum Term

19.9. Notwithstanding anything to the contrary in these terms and conditions, if you are in breach of an obligation of these terms and conditions we may terminate the Contract by 7 days' notice to you.

19.10. Expiry or termination of the Contract shall be without prejudice to any rights and liability of either of us arising in any way under that Contract as at the date of expiry or termination.

## **20. DELETION OF YOUR DATA**

20.1. If you cancel your Services, any data we hold or host in relation to the Services you have cancelled will be immediately and permanently deleted from our system.

20.2. Accordingly, you are strongly advised to make appropriate copies of such data before you cancel your Services.

## **21. ADDITIONAL TERMS**

21.1. Additional terms and conditions may apply for our offers. If so, you will be advised of them at the relevant point.

## **22. WRITTEN COMMUNICATIONS**

22.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic.

22.2. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **23. NOTICES**

23.1. All notices given by you to us must be given through our online system.

23.2. We may give notice to you at either the then current e-mail or postal address registered against your account with us.

## **24. THIRD PARTY RIGHTS AND TRANSFER OF RIGHTS AND OBLIGATIONS**

24.1. Neither you nor we intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

24.2. The Contract is binding on you and us and on our respective successors and assigns.

24.3. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent.

24.4. We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **25. EVENTS OUTSIDE OUR CONTROL**

25.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control ("Force Majeure Event").

25.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

25.2.1. misuse, alteration or interference by you or any third party of our servers or systems (including virus and hacker attacks);

25.2.2. strikes, lock-outs or other industrial action;

25.2.3. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

25.2.4. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

25.2.5. impossibility of the use of public or private telecommunications networks; and

25.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

25.3. Our performance under the Contract will be deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **26. WAIVER**

26.1. If we fail, at any time during the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

26.2. A waiver by us of any default shall not constitute a waiver of any subsequent default.

26.3. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **27. SEVERABILITY**

27.1. If any of these terms and conditions or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **28. ENTIRE AGREEMENT**

28.1. These terms and conditions and any document expressly referred to in them represent the entire agreement between us both in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

28.2. We each acknowledge that, in entering into the Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

28.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## **29. CHANGES TO OUR TERMS AND CONDITIONS**

29.1. We have the right to revise and amend these terms and conditions from time to time.

29.2. You will be subject to the policies and terms and conditions in force at the time that you order services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

29.3. No variation of these terms and conditions shall be valid unless it is in writing and signed on our behalf.