



First2Host Terms and Conditions

Dedicated & Shared Services

Rev. 1.4 (24/08/2017)

1. General - Scope

1.1 The following terms and conditions apply to all business relationships between the customer (hereinafter named as the "client") and First2Host, (hereinafter named as "us" and "we"). The governing law is that which was valid when the contract was put into effect.

1.2 Dissenting, conflicting or additional client terms and conditions, even if acknowledged, are not part of the contract unless their validity is expressly agreed upon.

1.3 The various top-level domains ("domain suffixes") are administered by a multitude of different, mostly national, organizations. Each of these organizations allocating domains has different terms and conditions for the registration and administration of top-level domains, their respective sub-level domains and the procedures for domain disputes.

2. Conclusion of the contract

2.1 Our offers are subject to change. We reserve the right to make technical and other changes within reason.

2.2 Upon ordering, the client is bound to the tentative offer. We will confirm receipt of the client's order immediately. The confirmation is not contractually binding. The confirmation and acceptance of the contract may be incorporated together.

2.3 We are entitled to accept the offer of a contract (the order) within a period of 5 working days after receipt. We are also entitled to reject the order after examining the reliability of the client.

2.4 We will run Fraud checks on all orders received. This includes but is not limited to checks on your IP address and personal information. You agree to any relevant searches we feel appropriate to run.

3. Scope of services

3.1 As far as the subject of the contractual relationship concerns the registration of domain names, we conduct the procurement of the desired domain only. The actual allocation of the domain name must first be confirmed by us. We do not have any influence over the allocation of the domain. A liability and warranty for the actual allocation of domain names ordered are therefore excluded.

3.2 We guarantee an annual average of 99.9% network availability for the infrastructure of our data centre. If the security of network operations or the maintenance of network integrity is in jeopardy, we can temporarily restrict access to the service as required.

3.3 The services offered are those valid at the time of the order, based on the offer information, the order form and the applicable monthly special offers, at the time.

3.4 If the client wishes to be registered with search engines (online search engines of Internet content), here we are also only responsible for mediation. The operators of the search engines are solely responsible for the date and time of admittance to the search engine.

3.5 Any service will have limitations generally reflected with the resources requested or being used. You may not use our shared services for mining Bitcoin, and you may not use any service for illegal activities or anything we deem unfit.

3.6 Technical support services are not included in the offers. Should the user need or wish to take advantage of these, a separate charge will be made. The effective prices are available at any time at <https://www.first2host.co.uk> or by contacting us from your client area. In general, we charge £30 /ph for software related issues. We will only offer support for cPanel systems running on the network.

4. Data integrity

4.1 Where data is transmitted to us, the client is required to back up their data regularly. The server or service will only be backed up regularly by us when this is part of the offer. In the case of data loss, the client is responsible for their own data. Customers can purchase backup plans from the client area and regular emails are sent to remind users to backup data.

4.2 The client is obliged to carry out a complete data backup before any changes are made.

4.3 The client will receive a user ID and password for security purposes. This must be kept confidential. The client will be held liable for any malpractice resulting from the unauthorized use of the password. If the client becomes aware that unauthorized third parties know the password, they have to inform us without delay and update their password from the client area. If the client is at fault for third-party password abuse, the client will be liable for all user fees and damages. In suspicious cases, the client is able to request a new password, which we then send on to the client.

5. Privacy

5.1 Our data protection practice conforms to the Data Protection Act 1998.

5.2 Personal data of clients will only be collected and used, if they are required for the creation, content arrangement or modification of the contractual relationship. The client is obligated to update these data in their online administration's interface.

5.3 The client's Email address will only be used for information regarding orders, for invoices and – provided that the client does not object – for customer care, as well as for our newsletter if the client so wishes.

5.4 We do not give any personal client information to third parties, with the exception of our service partners in so far as this is required to determine payment and billing with the client.

5.5 The client has the right to information and a right to amend, to suspend or to delete his saved information. If deletion conflicts with a legal or contractual duty to save information, or with other legal grounds, the information will be made inaccessible.

6. Published Content

6.1 It is the client's responsibility to identify the Internet content as their own or as third-party content. The client's full name and address must be present. Further obligations may result from the provisions of other legal obligations. The client is obliged to examine these provisions and to comply with them.

6.2 The client undertakes not to publish content that may violate the rights of third parties or otherwise violate the law. The placement of erotic, pornographic, extremist material or material not deemed in good taste is not permitted. We are entitled to block access to the account of any client who violates this. The same applies in the event that the client publishes content which is capable of violating the rights of individuals or groups of people, or that insults or denigrates these people. This applies even without an actual legal claim. We are not obligated to review our clients' content. Customers who breach any copyright laws will not receive any refunds. In extreme cases, First2Host will make a report to local law enforcement in collaboration with the copyright holder.

6.3 The sending of spam email is forbidden. This includes, in particular, the sending of illegal, unsolicited advertising to third parties. With regard to the sending of Emails, it is forbidden to provide false sender information or to conceal the identity of the sender by other means. We are entitled to block access if this is not respected.

6.4 We may at our discretion allow users to send bulk mail. This will only be allowed if the user has an email list that is DOI (Double Opt In), The user provides a way for people on the list to unsubscribe immediately and if the user uses the correct PTR records. Bulk mailing can only be from dedicated services in Russia and selected services in the EU. A maximum of 8 IPs per server is allowed.

7. Liability

7.1 For direct damages, secondary damages or lost profits due to technical problems and disturbances within the Internet or Data Centre, we assume zero liability.

7.2 With regard to contractors, we are not liable for minor negligence of contractual obligations. This does not apply to all cases of personal injury and is in accordance product liability law. For indirect damages and loss of profits, we are liable only in cases of intentional or gross negligence. In this case we are liable only for the contract-typical predictable damage, a maximum of 100% of the annual fee.

7.3 If the client's web content is in violation of the obligations mentioned in section 6, particularly in violation of legal prohibitions or morality, they shall be liable to us for all of the resulting direct and indirect damages, including financial loss and property damage. In addition, the customer agrees to free us from all claims by third parties – no matter which kind – that may result from illegal internet

content. The exemption obligation includes liability for all legal defence costs (e.g. court and attorneys' fees).

8. Terms of payment

8.1 The current prices are valid and accessible at any time at <https://www.first2host.co.uk>.

8.2 Depending on the contractual agreement, a monthly, quarterly or annual charge will be made. All payments are made by invoice. Payment is due immediately upon receiving the invoice unless a free trial is in place. In these cases, the amount owed will become due as soon as the free trial has ended and if the customer has not cancelled the service which can be done from the customer's client area.

8.3 We are entitled without warning to deduct default interest on all overdue payments as indicated on the invoices. If the client is a consumer/end-user, the amount of interest charged will be 5 percentage points above the base rate. If the client is a contractor/business, the interest charged will be 8 percentage points above the base rate.

8.4 We are also entitled, in case of default payments, to block the internet presence of the client and to block all other functions.

8.5 The acceptance of checks is only for processing.

8.6 Invoices are sent by Email as attachments, on request with qualified signature. To receive invoices by ordinary post we are entitled to charge a reasonable service fee. For retrospective changes to invoices, which come about due to no fault of ours, we are entitled to charge a reasonable service fee.

8.7 Customers paying for services using PayPal will be required to sign up for a PayPal billing agreement. A billing agreement allows us to charge your PayPal account with any due invoice amounts without the need of further authorization from the end user. Billing agreements can be managed from the client area. Customers using PayPal must have an active billing agreement in place to use our services. One time payments using PayPal will be in place for the forcible future to allow our customers time to migrate from any old subscription payments they may already have in place.

8.8 Because of the nature of our business, from time to time your service payment may change. This might be because you ordered additional services like a software license which is an additional monthly cost on top of your original service cost. In these cases, your payment would increase and we require no further authorization from you to collect the increased service fee. Similarly, if you cancel services your payment would decrease and this would automatically be implemented.

8.9 First2Host will refund any payments made to us in error without undue delay and within 14 working days.

8.10 Some services like Software licenses are exempt from our refund policy licensed products are charged for an entire month. The full monthly fee is billed irrespective of the date of order.

8.11 Overdue payments on accounts will mean all services under said account will be restricted until payment on the due services has been received. If services are no longer required customers should submit cancellation requests so the resources can be used elsewhere.

9. Contract duration/cancellation/place of execution

9.1 Where not otherwise contractually agreed, the contracts are in place for an indefinite period of time.

9.2 The contract is cancellable without giving reasons by both parties at any time during a period of 14 days from the provisioning of the service. For shared services, a full refund will be given during this period.

9.3 You may cancel your dedicated server at any time but, once an Operating System has been installed to your server no refunds will be given.

9.4 You can cancel any service by using the client area.

9.5 We are also entitled to terminate the contractual relationship for good cause without notice. One important reason for termination would be in the case of the client being in arrears with payments. Payments overdue by 5 days could mean termination of your service. Another important reason, among others, can also be that the customer contravenes or ignores warnings about infringement of the requirements of section 6. Another important reason, resulting in blocking or termination without notice, may be that the client uses content, which affects the performance or the safety of the server and or network.

9.6 The main place of business for all services under this contract is the United Kingdom. Jurisdiction for all disputes arising from this contract is for the relevant local England court if the client is a contractor, a legal entity of public law, or public legal special fund. The same applies if the client does not have general jurisdiction in the United Kingdom or when the domicile or usual place of residence at the time of the action is not known. We are also entitled to take legal action in the client's country of residence.

9.7 If the client intends to devolve his contractual rights to another person, he requires our consent. Devolution of contractual rights can only be made in writing by letter.

9.8 If a user attempts to make chargebacks in the forms of Credit Card chargebacks or PayPal chargebacks unlawfully we reserve the right to pursue users through the courts to recover our fees. A £100 charge will be applied to each account that submits claims to Credit Card Companies and PayPal. This £100 falls due immediately and if left unpaid after 14 days will result in a county court claim being filed. We will also store your personal details in a global Fraud database making it difficult for you to gain future virtual services with providers that use the scheme.

10. Rules for resellers

10.1 The client is entitled to grant contractual rights to third parties to use the internet presence provided to him by us. In this case, the client still remains the sole contractor. The client is committed to all the terms of the contract, arising from the terms and conditions as well as from our order forms to passing these on to all third parties and to obliging them to comply with the terms. This also applies to the requirements in section 1.3 of these terms and conditions.

10.2 Should the cooperation of third parties be required for any manner of change, the client is obligated to ensure that the third party observes their duty to collaborate. The client will provide us with the third party's address and contact details on request. We are entitled, in the case of changes, to contact third parties directly to demand their written agreement to the changes.

10.3 The client is responsible for all third party contractual violations. The client is financially liable to us for all damages resulting from third party violations. In addition, we are exempt from liability for all claims which may arise from third parties and others.

11. Cancellation terms

11.1 Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period will expire after fourteen days from the day of the conclusion of the contract. To exercise your right of withdrawal, you must inform us (First2Host, 16 Walls Avenue, Chester, CH1 4JB, email: sites@first2host.co.uk) of your decision to withdraw from this contract by an unequivocal statement.

11.2 Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of supplementary costs resulting from your choice of type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We shall carry out such reimbursement using the same means of payment as used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. Should you have requested to commence the performance of service during the withdrawal period, you shall pay us an amount which is in proportion to that which has already been provided, in comparison with the full coverage of the contract, until you have communicated your withdrawal from this contract to us.

12. Additional Terms & Conditions For Free Trials

12. Free Trials

12.1 Free trials might be offered on specific services such as VPS servers. Free trials require the user to enter into a PayPal billing agreement. The user will request certain resources for their server and these will be free during the trial period. Once the free trial period has ended First2Host will automatically bill the user for the requested resources.

12.2 The user will be made aware of the full cost of the resources they are requesting at the start of the free trial. The user can cancel their free trial at any point during the free period by using the client area of submitting a ticket to our billing team.

12.3 Once the free trial period has ended and if the service remains active and the user has not requested to cancel the service we will collect the due amount made available to the customer when the free trial started. This payment covers a period of 1 month until the next due payment is collected by us.

12.4 During free trials and to prevent abuse users will not have the option to purchase additional services like Software licenses and IP addresses. These will become available once the free trial period has ended and any monies due after the free trial have been successfully claimed by us.

12. Queries and complaints

Queries and complaints should be addressed in writing to Michael Henderson, Managing Director, GateKeeper Media Limited, 16 Walls Avenue, Chester, CH1 4JB