

GENERAL WEBSITE TERMS AND CONDITIONS (TERMS OF USE) VSL.2017.TC.01

21 JULY 2017

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, <https://www.vservices.com> ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

You further agree to review the terms and conditions regularly to ensure You are aware of any modifications and You agree to be bound by such modifications unconditionally.

This Agreement constitutes the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to herein. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

In the event that any provision of this Agreement is deemed unenforceable or invalid under any applicable law or pursuant to a court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. We will amend or replace such provisions with one that is valid and enforceable and which achieves, in our reasonable opinion, to the fullest extent possible, the original objectives and intent between You and Us.

Additional terms may also apply to certain Services, and are incorporated by reference herein as applicable. For example, if you register a domain name with us, then the Domain Registration Agreement will also apply to you and would be incorporated herein.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Content" means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and

“We/Us/Our”	means vServices Limited , a company registered in England under 09441070, whose registered address is 18 Palm Court, Alpine Road London NW9 9BQ and is operating from Office # 109, 85 Tottenham Court Road, Fitzrovia London W1T 4TQ.
“You”	means the person or company who purchases services, goods or both from vServices Limited
"Acceptable Use Policy"	acceptable Use Policy" means the vServices Limited policy which forms part of this Agreement and sets out the remit for your use of the Services
"Agreement"	"Agreement" means any agreement to which these General Terms & Conditions together with any Specific Terms & Conditions for your Services and the Acceptable Use Policy are incorporated.
"Order"	"Order" means a request made by a customer for Services to be supplied pursuant to the terms of this Agreement,
“Our Website”, “Our Site”	https://www.vServices.com

2. Information About Us

- 2.1 Our Site, <https://www.vservices.com/>, is [owned and] operated by vServices Limited [a limited company registered in England under 09441070, whose registered address is 18 Palm Court, Alpine Road London NW9 9BQ and is operating from Office # 109, 85 Tottenham Court Road, Fitzrovia London W1T 4TQ.
- 2.2 VAT registration number (VRN): 247288574

3. Access to Our Site

- 3.1 Access to Our Site is free of charge. No part of Our Site requires payment of any kind in order to access or use it.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. General Conditions

- 4.1 This Agreement will only commence when we provide you with written confirmation that your Order has been accepted.
- 4.2 You certify that by purchasing any of our products from this website that you are 18 years or older. The Customer agrees to supply vServices Limited with a current and truthful full name, e-mail address, postal address, and telephone number and, in case the Customer is a minor, with the current and truthful full

name, e-mail address, postal address, and telephone number of at least one legal guardian. The Customer agrees to keep this information current and to inform vServices Limited whenever any of this information changes.

- 4.3 Unless otherwise specified, Services are provided for a minimum contract term of 12 months and unless cancelled in accordance with this agreement.
- 4.4 The Company does not accept responsibility nor does it make any warranty that the domain name(s) requested by the Customer will be accepted for registration in the register of the Naming Organisation nor will it be liable for any costs the Customer incurred if the application for Registration is unsuccessful. The Company does not accept responsibility for any liability to third parties for breach of their Intellectual Property Rights in relation to the this.
- 4.5 The Customer shall be permitted to transfer his domain name(s) to another host other than the Company upon termination of this Agreement in accordance with this Contract.
- 4.6 For Money back Guarantee Refer to Terms and Conditions published on Our Website.
- 4.7 All fees are payable in advance and are non-refundable. If we choose to cancel the Services we provide to You for any reason other than a breach of the terms of this Agreement by You, we will refund You on a pro rata basis. In the event that Services are suspended temporarily or that any features, applications, scripts or programs are deactivated in order to ensure the stable operation and integrity of the Services You will not be entitled to a refund.
- 4.8 All payments shall be received and refunded in British Pounds. Nothing in this Agreement shall prevent vServices Limited from pursuing payment of a debt against the Customer.
- 4.9 We will provide the Services to You using reasonable skill and care but at all times this will be subject to any downtime caused by scheduled or emergency maintenance or repair. We will use our best endeavours to ensure that any disruption to the Services is minimal and any scheduled work takes place during off-peak hours when possible. We will not be liable to You or any third party for losses whatsoever caused by any such downtime; whether emergency or scheduled. We reserve the right to deactivate individual features, applications, scripts or programs as necessary in the interests of technical progress, security, availability of technical support on the provider or manufacturer side, to ensure the stable operation and integrity of Our systems or in order to comply with Our responsibility to provide technically up-to-date solutions. In the event of changes of features, applications, scripts and programs, you agree to cooperate and be responsible for managing any adjustments to your Services if requested to do so. We will endeavour to communicate any changes to You as soon as possible.
- 4.10 We reserve the right to refuse to provide any and all Services or access to our servers at any time at our discretion. We do not allow any content to be stored on our servers which contravenes our Acceptable Use Policy. We reserve the right to; remove such content, suspend and/or cancel the Services immediately if we consider that such content breaches the Acceptable Use Policy.
- 4.11 We do not back up your data for data recovery purposes and whilst we will use our commercial endeavours to assist You in the event of data loss arising out

of hardware failure, we do not guarantee we will be able to replace lost data. It is your sole responsibility to ensure your data is backed up for data recovery purposes.

- 4.12 We shall not be responsible for any failure to provide any Services or perform any obligation under this Agreement because of any act of God, strike, lock-outs or other industrial disputes (whether our employees or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond our reasonable control.
- 4.13 Our failure to require You to perform any of your obligations under this Agreement shall not affect our right to require such performance at any time in the future and nor shall the waiver by Us of a breach of any provision be taken or held to be a waiver of the provision.
- 4.14 The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable notwithstanding termination of the Agreement for any reason. However, neither we nor You shall be liable to one another for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.
- 4.15 Except as otherwise set out in the Domain Dispute Policy, your rights and obligations and all contemplated by this Agreement shall be governed by the law of England and Wales and You submit to the exclusive jurisdiction of the English courts.
- 4.16 If any legal action or proceedings, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is commenced by either You or Us, the prevailing party shall be entitled to recover reasonable legal fees, costs and disbursements from the other party, in addition to any other relief to which the prevailing party may be entitled.
- 4.17 You shall not assign, sub-license or transfer your rights or obligations under this Agreement to any third party without our prior written consent. In the event that we consent to an assignment, sub-license or transfer, then this Agreement shall be binding upon both You and Us and our respective successors and permitted assigns.
- 4.18 Nothing in this Agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.
- 4.19 vServices Limited is not responsible for any delay, lack of connection, slow connection, loss of data, loss of usability, or any other similar issues, due, but not limited to, any of the following:
- 4.19.1 the active or passive negligence of vServices Limited, You or any third party;
 - 4.19.2 downtime due to scheduled maintenance;
 - 4.19.3 an upgrade, downgrade or other alteration to Your Services;

- 4.19.4 hardware failure, (including issues caused by other users on hardware);
- 4.19.5 Incompatibility; or
- 4.19.6 Your error.
- 4.20 Where the Customer accesses this site from locations outside the United Kingdom, the Customer does so on the Customer's own initiative and is responsible for compliance with local laws.
- 4.21 Nothing in this Agreement shall: - (a) exclude or restrict vServices Limited for liability in respect of the death or personal injury or fraud resulting from the negligence of vServices Limited, its employees or agents; (b) exclude the conditions and warranties and where the Customer deals as a consumer, the conditions (c) where the Customer deals as a consumer, affect the Customer's statutory rights.

5. Intellectual Property Rights

- 5.1 All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties. All rights are reserved.
- 5.2 Subject to provisions of this agreement you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 5.3 You may:
 - 5.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 5.3.2 Download Our Site (or any part of it) for caching;
 - 5.3.3 Print pages from Our Site;
 - 5.3.4 Download extracts from pages on Our Site; and
 - 5.3.5 Save pages from Our Site for later and/or offline viewing.
- 5.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 5.5 You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.
- 5.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; the making of personal copies for private use; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

6. Links to Our Site

- 6.1 You may link to Our Site provided that:
 - 6.1.1 You do so in a fair and legal manner;
 - 6.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 6.1.3 You do not use any logos or trademarks displayed on Our Site without Our express written permission; and
 - 6.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 6.2 You may not link to any page other than the homepage of Our Site, <https://www.vservices.com>. Deep-linking to other pages requires Our express written permission.
- 6.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at info@vservices.com for further information.
- 6.4 You may not link to Our Site from any other site the main content of which contains material that:
 - 6.4.1 Is sexually explicit;
 - 6.4.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 6.4.3 Promotes violence;
 - 6.4.4 Promotes or assists in any form of unlawful activity;
 - 6.4.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 6.4.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 6.4.7 Is calculated or is otherwise likely to deceive another person;
 - 6.4.8 Is designed or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 6.4.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this agreement);
 - 6.4.10 Implies any form of affiliation with Us where none exists;
 - 6.4.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or
 - 6.4.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 6.5 The content restrictions in provisions of this agreement do not apply to content submitted to sites by other users provided that the primary purpose of the site

accords with the provisions of provisions of this agreement. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

7. **Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

8. **Disclaimers**

8.1 The Content on Our Site does not constitute advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action to information/activity to which the website relates.

8.2 We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

8.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

9. **Our Liability**

9.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.

9.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.

9.3 If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

9.4 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.

9.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes

including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

- 9.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

10. **Viruses, Malware and Security**

- 10.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 10.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 10.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 10.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 10.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 10.6 By breaching the provisions of sub-Clauses 9.3 to 9.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

11. **Acceptable Usage Policy**

- 11.1 You may only use Our Site in a manner that is lawful. Specifically:
- 11.1.1 You must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- 11.1.2 You must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- 11.1.3 You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- 11.1.4 You must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 11.2 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

- 11.2.1 Suspend, whether temporarily or permanently, your right to access Our Site;
 - 11.2.2 Issue you with a written warning;
 - 11.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 11.2.4 Take further legal action against you as appropriate;
 - 11.2.5 Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 11.2.6 Any other actions which We deem reasonably appropriate (and lawful).
- 11.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

12. Privacy and Cookies

- 12.1 Use of Our Site is also governed by Our Cookie and Privacy Policies and follows the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, known more generally in this context as the new “EU Cookie Law” came into force in the UK on 26th May 2011. The Information Commissioner’s Office (“ICO”) allowed a one-year grace period prior to enforcing the law. As of 26th May 2012, the law is to be enforced by the ICO.
- 12.2 The EU Cookie Law aims to protect the privacy of internet users. It seeks to ensure that website owners who operate websites within the EU (even if the owners themselves are based outside of the EU) do the following:
- 12.2.1 Inform users about the purpose of the cookies that their website places and stores on users’ computers or devices; and
 - 12.2.2 Obtain users’ consent before placing and storing those cookies.
- 12.3 vServices Limited may from time to time engage third parties, including its own subsidiaries and affiliated companies, to preserve, analyse or otherwise store or manipulate data received by from Our customers. In all such cases, such third party service providers will be required to treat all such data with the same degree of care and they are prohibited from disclosing such data to any other person or party, except as otherwise provided for in this Privacy Policy. Our services provider (s), might also collect information on how users access the Website by using a tracking ID unique to each user through the use of cookies.
- 12.4 Though every effort is made to preserve your privacy, we may need to disclose personal information when required to by law. If it is deemed necessary that such action needs to be taken, we will comply with judicial proceedings should a court order or legal process be served on Us.
- 12.5 Our website contains links to other sites. Please be aware that We are not responsible for the privacy practices of such other sites. You are encouraged to read the privacy statements of each and every Web site that collects personally identifiable information.

13. **Changes to these Terms and Conditions**

- 13.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 13.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

14. **Contacting Us**

- 14.1 To contact Us, please email Us at info@vservices.com or using any of the methods provided on Our contact page.

15. **Communications from Us**

- 15.1 If We have your contact details, we may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.
- 15.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 7 days business days for your new preferences to take effect.
- 15.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at info@vservices.com

16. **Terms & Conditions: Special Offers**

- 16.1 The offers cannot be transferred or exchanged for cash.
- 16.2 All offers are limited to provisions as advertised, unless otherwise noted.
- 16.3 All packages ordered under these special offers are also subject to General Terms and Conditions listed herein and with specifics if as noted elsewhere pertinent to the offer.
- 16.4 All regular prices listed are the current regular prices and are subject to change at any time.

17. **Data Protection**

- 17.1 Any and all personal information that We may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.
- 17.2 We may use your personal information to:
 - 17.2.1 Reply to any communications you send to Us;
 - 17.2.2 Send you important notices;
 - 17.2.3 For details refer to Our Site for Data Protection Policy.
- 17.3 We will not pass on your personal information to any third parties.

18. Additional T&C for E-commerce Users

- 18.1 "Payment Account" shall refer to the credit card provided by You upon registration to pay for Your Services. vServices Limited may add, delete, or modify the methods by which customers can pay for the vServices Limited Services at any time without prior notice, in its sole discretion.
- 18.2 vServices Limited may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name immediately and without notice, permanently remove Your Data from the vServices Limited Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with the relevant Laws if it is informed or otherwise believes, in its sole discretion, that Your Web Site violates the intellectual property rights of any third party or is otherwise the subject of a dispute or violates relevant laws. You waive any and all claims you may have, now and forever, against vServices Limited relating to the content, use, and operation of Your Web Site and agree to indemnify and hold harmless vServices Limited from and against any such claims.
- 18.3 vServices Limited may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name, permanently remove Your Data from the vServices Limited Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with relevant Laws if it is informed or otherwise believes, in its sole discretion, that your domain name violates the intellectual property rights of any third party or is otherwise the subject of a dispute or violates relevant laws. You waive any and all claims you may have, now and forever, against vServices Limited relating to the registration, use, and subsequent transfers of your domain name and agree to indemnify and hold harmless vServices Limited from and against any such claims.
- 18.4 You agree and warrant that You shall not depict or transmit data that may cause religious or other factional rift, that Your Data shall not violate any Laws concerning obscenity and shall not contain or link to any pornography, or depictions of bestiality, rape, sexual assault, violence, torture or disfigurement, or other content deemed objectionable by vServices Limited, in its sole discretion.
- 18.5 You agree that if, in vServices Limited's sole and exclusive judgment, vServices Limited concludes that Your Web Site displays, contains or links to any harmful matter or indecent materials or communications which are available to, or accessible by, minors, or displays or contains any material that consists of child pornography or which could otherwise result in harm to minors or which may cause religious or other factional rift; then vServices Limited may, without prior notice to you and in vServices Limited's sole and exclusive discretion, either remove and erase the material from Your Web Site, and/or disable public access to the material on Your Web Site, and/or cease hosting Your Web Site, without any liability of any kind to vServices Limited from either you or any third party.
- 18.6 In no event shall vServices Limited be liable to the Customers or Any user or any third party as result of or under the general Terms and Conditions for any special, indirect, direct, incidental, consequential or punitive damages (including but not limited to any damages resulting from loss of use, loss of data, loss of

profits or loss of business) resulting from general Terms and Conditions, the products or any related services, even if foreseeable or even if vServices Limited has been advised of the possibility of such damages.

19. Additional T&C for Russian Citizens

19.1 If Russian VAT or any similar taxes that can replace or append it is required to be withheld from the amounts payable to the Seller under the Agreement, then the amounts shall be paid after withholding or payment by the Customer of such VAT or any similar taxes in accordance with Russian laws. In such case the amount due under the Agreement shall be grossed up for Russian VAT purposes in such a manner that the net amount received by Supplier after withholding or payment is equal to the amounts stipulated in the Agreement.

20. Billing and Payment Information

20.1 Prepayment

20.1.1 It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account.

20.2 Auto renewal

20.2.1 Unless otherwise provided, you agree that until and unless you notify vServices of your desire to cancel the Services, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us.

20.3 Taxes

20.3.1 Listed fees for the services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to vServices' invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

20.4 Late Payment

20.4.1 All invoices must be paid within ten (10) days of the invoice due date. Any invoice that is outstanding for more than ten (10) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, vServices may suspend or terminate your account and pursue the collection costs incurred by vServices, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. vServices will not activate new orders or activate new packages for customers who have an outstanding balance on their account.

20.4.2 Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. If you make a late payment, we do

not automatically reactivate the dedicated servers. Contact vServices directly after you make a late payment to reactivate the dedicated server.

20.5 Domain Payments

20.5.1 It is solely your responsibility to notify vServices' Billing department via a support ticket created from after purchasing a domain. Domain renewal notices are provided as a courtesy reminder and vServices is not responsible for a failure to renew a domain or a failure to notify a customer about a domain's renewal. Domain renewals are billed and renewed thirty (30) days before the renew date.

20.6 Fraud

20.6.1 It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. vServices may report any such misuse or fraudulent use, as determined in vServices's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

20.7 Invoice Disputes

20.7.1 You have ninety (90) days to dispute any charge or payment processed by vServices. If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.

20.7.2 Payment Card Industry Security Standard Disclaimer.

20.7.3 vServices complies with the Payment Card Industry Security Standard ("PCI Standard") in connection with the collection and processing of our customer's data and billing information. However, you are solely responsible for the security of the data and billing information on your User Website. vServices does not monitor User Websites for PCI compliance and we are not able to verify whether a User Website complies with the PCI Standard.

21. Cancellations and Refunds

21.1 Payment Method.

21.1.1 No refunds will be provided if you use any of the following methods of payment: bank wire transfers, Western Union payments, checks and money orders. If you use any of these payment methods, any applicable credit will be posted to your hosting account instead of a refund.

21.2 Money-back Guarantee.

21.2.1 If an account with a thirty-day money-back guarantee is purchased and then cancelled within the first thirty days of the beginning of the term (the "Money-Back Guarantee Period"), you will, upon your written request to the vServices Limited Support Team (the "Refund Request") within ninety (90) days of such termination or cancellation ("Notice Period").

21.2.2 Refer to Money back Guarantee terms and conditions (Supplemental to vSL.2017.TC.01)

21.3 Refund Eligibility.

21.3.1 Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. Violations of this Agreement will waive your rights under the refund policy.

21.4 Non-refundable Products and Services.

21.4.1 There are no refunds administrative fees, and install fees for custom software.

21.5 Cancellation Process.

21.5.1 You may terminate or cancel the Services by giving us a written notice via the cancellation application. In such event: (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation and (ii) we may, in our sole discretion, refund all pre-paid fees for basic hosting services for the full months remaining after the effectiveness of such cancellation (i.e. no partial month fees shall be refunded) less any setup fees, applicable taxes and any discount applied for prepayment, provided that you are not in breach of this Agreement.

21.5.2 Once we receive your cancellation application and have confirmed all necessary information with you via email, we will inform you in writing (typically email) that your account has been cancelled. Your cancellation confirmation will contain a ticket/tracking number in the subject line for your reference and for verification purposes. You should immediately receive an automatic email with a tracking number stating that "Your request has been received...." vServices will confirm your request and process your cancellation shortly thereafter. If you do not hear back from us, or do not receive the automatic confirmation email within a few minutes after submitting your cancellation form, please contact us immediately at details provided in this agreement.

21.5.3 We require all cancellations to be done through the online form in order to (a) confirm your identity, (b) confirm in writing that you are prepared for all of your files and emails to be removed, and (c) document the request. This process aims to reduce the likelihood of mistakes, fraudulent/malicious requests, and to ensure that you are aware that your files, emails, and account may be removed immediately and permanently after a cancellation request is processed.

21.5.4 Cancellations for shared and reseller accounts will be effective on the account's renewal date. Cancellations for dedicated and VPS accounts will be effective immediately.

21.6 Domains.

21.6.1 Domain renewals are billed and renewed thirty (30) days before the renewal date. It is your responsibility to notify vServices' Billing department via a support ticket created from <http://support.vServices.com> to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.

21.7 Foreign Currencies.

21.7.1 Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in British Pounds and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and vServices is not responsible for any change in exchange rates between the time of payment and the time of refund.

21.8 Termination

21.8.1 vServices may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due; (ii) you violate this Agreement; (iii) your conduct may harm vServices or others or cause vServices or others to incur liability, as determined by vServices in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, vServices shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, vServices may charge you for all fees due for the Services for the remaining portion of the then current term.

21.8.2 UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.

22. **Copy Right Policy**

22.1 vServices Limited's terms and conditions prohibit the disclosure of customer information without the customer's express written consent except as required to comply with a current judicial proceeding, a court order, subpoena or other legal process served on vServices Limited. If you require information regarding a vServices Limited customer you must fax, mail, or serve a valid subpoena on vServices Limited.

22.2 The contents of web sites terminated for non-payment are permanently and irrevocably deleted shortly after termination of the account, generally within five to ten business days. Such files can no longer be recovered.

22.3 vServices Limited will provide only such information as required or permitted by law. vServices Limited is prohibited from providing the contents of e-mails or other electronic communications except under very limited circumstances, even in response to a valid subpoena or court order. vServices Limited does not retain copies of deleted or sent e-mails or e-mail logs, although such e-mails or related information may be available on backup tapes for a limited period. vServices Limited does not have access to electronic communications which are downloaded to the customer's computer.

22.4 vServices Limited is headquartered in London UK. Service can be made via fax, mail, or personal service. Service by mail or personal service should be to the following address:

Registered Office: vServices Limited, 18 Palm Court, Alpine Road, London NW9 9BQ

Business Address: Office # 109, 85 Tottenham Court Road, Fitzrovia London

W1T 4TQ.

- 22.5 vServices Limited reserves the right to notify its customer prior to responding to a civil subpoena, and to delay compliance for up to ten days in order to allow its customer to move to quash the subpoena, except in an emergency or where otherwise required by law. vServices Limited will comply with civil subpoenas only upon payment of its expenses, as follows:

Research	£200.00/hr
Copies	£0.25/page
Other costs	as billed
Compact Disks	£100.00/CD

- 22.6 In addition, vServices Limited reserves the right to charge an administration fee to the customer pursuant to vServices Limited's Terms and Conditions.
- 22.7 vServices Limited reserves the right to request additional information, including but not limited to a copy of complaints or other pleadings, in order to verify that the vServices Limited customer information is relevant to the records requested.
- 22.8 vServices Limited respects the intellectual property of others. If you think vServices Limited or one of its customers is violating your rights, please send proper notice to vServices Limited as outlined below. Such notice of copyright or other intellectual property infringement must contain the following elements.
- 22.9 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 22.10 Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- 22.11 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- 22.12 Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- 22.13 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- 22.14 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 22.15 Notice should be sent to vServices Limited's designated agent at one of the addresses below:

Registered Office: vServices Limited, 18 Palm Court, Alpine Road, London NW9 9BQ

Business Address: Office # 109, 85 Tottenham Court Road, Fitzrovia London W1T 4TQ.

23. Website Builder - Particular Terms

- 23.1 *The VSL Website Builder consist of the website builder package with the specific configuration which you selected or are going to select through the VSL Website Builder Interface as you use the VSL Website Builder. You acknowledge and understand that important service limitations (including capacity matrices), pricing, the term of the Service, payment terms, and other conditions relating to the VSL Website Builder are conveyed through the VSL Website Builder Interface and are hereby incorporated into this Agreement.*
- 23.2 *Each website created using the VSL Website Builder is built on and integrated with Backend Service Provider's hosting platform, and any attempt to migrate or otherwise transfer any such website to another hosting provider is prohibited.*
- 23.3 *Except for the content provided by you, each website created using the VSL Website Builder belongs to Backend Service Provider. For the duration of your VSL Website Builder subscription, you are granted a personal license in each website you create using the VSL Website Builder. Cancellation of the VSL Website Builder for any reason terminates your license to each website.*
- 23.4 *As part of the VSL Website Builder, you may be allowed to use certain photographs, illustrations, or other images developed, owned, or licensed by third-party providers ("Images"). The Images are neither sold nor distributed to you and you may use the Images solely as part of the VSL Website Builder. In addition, you may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Images, and you may not create derivative works of the Images. Backend Service Provider has the right, at any time, at its sole and exclusive discretion, to remove any Image(s) from your website.*
- 23.5 *By uploading content for your website, you grant Backend Service Provider a nonexclusive, worldwide, sub-licensable, royalty-free license: (i) to use the content for the purpose of including it in your website, and (ii) to display screenshots of any website created using the VSL Website Builder, in marketing materials, or in other manners as determined by Backend Service Provider in its sole discretion. You represent and warrant that: (y) you have all necessary rights to use such content, and (z) the content does not violate the intellectual property rights or other rights of any third party. As used in this Section, "content" means all information, data, code, text, software, music, sound, photographs, illustrations, graphics, video, messages, or other materials you provide to us in connection with the VSL Website Builder.*
- 23.6 *You agree that the VSL Website Builder shall be provided for the term you selected through the VSL Website Builder Interface. Unless you terminate the VSL Website Builder THROUGH THE VSL WEBSITE BUILDER INTERFACE prior to the end of the then extant VSL Website Builder term, you agree that the VSL Website Builder may be renewed for another term of equal duration to the immediately preceding term and that the resulting fees shall be charged to the credit card associated with your account. You agree to hereby waive any requirement which might otherwise be imposed by law which would require that either the Primary Service Provider or the Backend Service Provider obtain your affirmative consent for on-going billings and that your continuing consent to be billed for such renewal(s) may be presumed until such time as you terminate the VSL Website Builder through the VSL Website Builder Interface. You agree*

that attempts to terminate the VSL Website Builder other than through the VSL Website Builder Interface (such as by sending an email to a general email address of either the Primary Service Provider or the Backend Service Provider) are not reliable means of communication and that such a termination attempt shall not be binding until accepted and acknowledged by either the Primary Service Provider or the Backend Service Provider. In relation to renewals, you further agree that it is your obligation to keep the credit card information associated with your current account and that neither the Primary Service Provider nor the Backend Service Provider shall be obligated to contact you to update such information in the event that the charges are denied.

- 23.7 *You agree that you may not downgrade (reduce) the capacity matrices of the VSL Website Builder below the level of actual use of the VSL Website Builder which you experienced in the current or previous month.*
- 23.8 *Your use of the VSL Website Builder may be suspended and/or this Agreement may be terminated if either the Primary Service Provider or the Backend Service Provider determines that you are or are alleged to be violating the terms and conditions of this Agreement or any other agreement entered into by you and either the Primary Service Provider or the Backend Service Provider. In the event of termination or suspension of VSL Website Builder under such circumstances, you agree (i) that no pre-paid fees will be refunded to you and (ii) that either the Primary Service Provider or the Backend Service Provider may take control of any domain name associated with the terminated VSL Website Builder, provided such domain name was registered through the domain name registration vSL Website Builder of either the Primary Service Provider or the Backend Service Provider. You understand that taking control of a domain name includes, without limitation, acts such as listing such controlling party as the "registrant" and/or "administrative contact" for the domain name and controlling the DNS settings for the domain name.*
- 23.9 *Either the Primary Service Provider or the Backend Service Provider may elect to terminate this Agreement without cause and discontinue the VSL Website Builder upon 30 days' notice, whereupon any pre-paid fees for an unused portion of a service term shall be refunded to you within a reasonable period of time. You further agree that, within 30 days of your initial enrolment to receive the VSL Website Builder, either the Primary Service Provider or the Backend Service Provider may elect to terminate this Agreement without cause and that, in such event, the termination shall take effect immediately and that any pre-paid fees for an unused portion of your service term shall be refunded to you within a reasonable period of time.*
- 23.10 *The VSL Website Builder are provided through an infrastructure which is shared by all users of the VSL Website Builder. Your use of the VSL Website Builder may be throttled or suspended indefinitely if your use of the VSL Website Builder degrades the ability of either the Primary Service Provider or the Backend Service Provider to provide the VSL Website Builder to other users of the VSL Website Builder.*
- 23.11 *You acknowledge that email and/or online communication systems (chat, account notices, etc.) will be the primary means of communication between yourself and the Primary Service Provider and/or the Backend Service Provider. You acknowledge that it is your responsibility to maintain a current email*

address and physical mailing address in your contact information. You further agree that you will regularly login to your account to obtain any notices posted through the VSL Website Builder Interface. You agree that your failure to respond to a communication from either the Primary Service Provider or the Backend Service Provider may result in suspension or cancellation of VSL Website Builder without any refund of pre-paid fees, if any.

- 23.12 You acknowledge that neither the Primary Service Provider nor Backend Service Provider are obligated to return any data to you upon termination of this Agreement. You acknowledge that it is your responsibility to download, make copies of, and/or backup all data residing on the servers and other equipment which provide the VSL Website Builder and to do so within the bandwidth limitations of the VSL Website Builder. You acknowledge that any loss or corruption of data which occurs due to an interruption in the VSL Website Builder, regardless of the cause of the interruption, shall not be the responsibility of the Primary Service Provider or Backend Service Provider and that you may, following an interruption in the VSL Website Builder, be required to upload the data to the servers and other equipment which provide the VSL Website Builder.
- 23.13 You agree that any personally identifying information provided by you shall be used by the Primary Service Provider according to the privacy policy of the Primary Service Provider, if any, and by the of the Backend Service Provider according to the privacy policy posted at <https://www.vvSL Website Builder.com/general-website-terms-and-conditions>
- 23.14 **NO REMEDIES FOR UNPLANNED SERVICE INTERRUPTIONS: PRIMARY SERVICE PROVIDER AND BACKEND SERVICE PROVIDER DISCLAIM ANY WARRANTY THAT THE VSL WEBSITE BUILDER WILL BE UNINTERRUPTED, TIMELY, AND/OR ERROR-FREE.** You agree that any unplanned or unannounced interruptions in the VSL Website Builder shall not require a remedy.
- 23.15 **LIMITATION OF LIABILITY: YOU AGREE THAT NEITHER THE PRIMARY SERVICE PROVIDER NOR BACKEND SERVICE PROVIDER WILL BE LIABLE FOR ANY (A) SUSPENSION OR LOSS OF THE VSL WEBSITE BUILDER; (B) INTERRUPTION OF BUSINESS; (C) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEB SITE(S) PROVIDED THROUGH OR BY THE VSL WEBSITE BUILDER; (D) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD; (E) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (F) EVENTS BEYOND THE CONTROL OF THE PRIMARY SERVICE PROVIDER OR BACKEND SERVICE PROVIDER; (G) THE PROCESSING OF YOUR APPLICATION FOR THE VSL WEBSITE BUILDER; OR (H) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD. YOU FURTHER AGREE THAT NEITHER THE PRIMARY SERVICE PROVIDER NOR BACKEND SERVICE PROVIDER WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER OR NOT EITHER THE PRIMARY SERVICE PROVIDER OR BACKEND SERVICE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE**

MAXIMUM AGGREGATE LIABILITY OF EITHER THE PRIMARY SERVICE PROVIDER OR THE BACKEND SERVICE PROVIDER EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE VSL WEBSITE BUILDER FOR A 1-MONTH PERIOD, BUT IN NO EVENT GREATER THAN US\$100. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, THE LIABILITY OF THE PRIMARY SERVICE PROVIDER AND/OR BACKEND SERVICE PROVIDER SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- 23.16 *You agree that the Backend Service Provider shall not be liable for the actions, inactions, negligence, or intentional misconduct of the Primary Service Provider. You acknowledge and agree that neither the Primary Service Provider nor the Backend Service Provider are agents for one another.*

DISCLAIMER OF WARRANTIES: NEITHER THE PRIMARY SERVICE PROVIDER NOR BACKEND SERVICE PROVIDER MAKE ANY REPRESENTATIONS NOR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE VSL WEBSITE BUILDER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EITHER THE PRIMARY SERVICE PROVIDER OR BACKEND SERVICE PROVIDER SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

24. **Indemnification**

- 24.1 You agree to indemnify, defend and hold harmless vServices Limited, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

25. **Law and Jurisdiction**

- 25.1 These Terms and Conditions, and the relationship between you and Us

(whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

- 25.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 25.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.