

DOMAIN SERVICES TERMS AND CONDITIONS ('Conditions')

The Conditions set out below, incorporating our Acceptable Use Policy, Terms of Website Use, Privacy Policy and Cookie Policy (available at datacenta.net/terms_and_conditions), govern the supply of domain name services by Kimcell Limited. Read them carefully to ensure the Conditions are acceptable. The Conditions are not intended to affect or restrict any rights under law which are given to consumers. The Customer's attention is particularly drawn to the provisions of the specific conditions (Customer Obligations), (Domain Name Renewals, Expiry, Maintenance and Transfer) and (Limitation of Liability).

1. INTERPRETATION

- 1.1 **Definitions.** In these Conditions, the following definitions apply:
- 1.2 **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 1.3 **Commencement Date:** has the meaning set out in condition **3.2**
- 1.4 **Conditions:** these terms and conditions as amended from time to time in accordance with condition **16.7**
- 1.5 **Contact details:** details such as the names, postal addresses, telephone numbers and email addresses of any individual Customer in relation to a domain name registration, such as the administrative contact.
- 1.6 **Contract:** the contract between the Supplier and the Customer for the supply of Domain Services in accordance with these Conditions.
- 1.7 **Customer:** the person or firm who purchases Domain Services from the Supplier.
- 1.8 **Customer Transfer:** has the meaning set out in condition **8.8**
- 1.9 **Data Validation Policy:** the Supplier's policy, procedure or process used to validate Customer data.
- 1.10 **domain name:** an internet domain name operated by a Registry.

- 1.11 **Domain Services:** the domain name registration and related services, supplied by the Supplier to the Customer.
- 1.12 **Expiry:** has the meaning set out in condition **5.1(a)**
- 1.13 **Group Companies:** means the Supplier, its parent company Kimcell Group Limited (a limited company registered in Scotland with company number SC374739 and having its registered address at Crescent House, Carnegie Campus, Dunfermline, Fife, KY11 8GR) and any subsidiaries of Kimcell Group Limited from time to time (subsidiary having the meaning set out in section 1159 Companies Act 2006).
- 1.14 **Order:** the Customer's order for Domain Services.
- 1.15 **Register:** the relevant Registry's record of domain names, details about the Customer, the Customer's agent (such as the Supplier, as the case may be) and other information required by the Registry.
- 1.16 **Registry and/or Registries:** Internet registry service providers (such as Nominet) who hold records for domain names and operate name servers for domains.
- 1.17 **Registry Terms:** the terms and conditions under which the Supplier may register domain names with a Registry as published on the relevant Registry's website from time to time.
- 1.18 **Registry Transfer:** has the meaning set out in condition **7.10**
- 1.19 **Renewal:** has the meaning set out in condition **4.1(a)**
- 1.20 **Renewal Cost:** the price of any Renewal of a Selected Domain Name, calculated in accordance with the Supplier's price list in force at the date specified in condition **8.3**, unless otherwise agreed in writing between the Supplier and the Customer.
- 1.21 **Renewal Request:** a written request to carry out a renewal of the Selected Domain Name from the Customer provided to the Supplier.
- 1.22 **Selected Domain Name:** the domain name(s) which form part of the Domain Name Services agreed to be provided by the Supplier to the Customer.

1.23 **Supplier:** Kimcell Limited, a limited company incorporated and registered in England and Wales with company number 03290605 whose registered office is at Gild House, 72 Norwich Avenue West, Bournemouth BH2 6AW (also trading as 'Datacenta', 'Datacenta Hosting', 'Kimcell' and the 'Kimcell Group'), together with its Group Companies (from time to time)

1.24 **Supplier Transfer:** has the meaning in condition **8.6**

2. CONSTRUCTION. IN THESE CONDITIONS, THE FOLLOWING RULES APPLY:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

3. BASIS OF CONTRACT

3.1 The Order constitutes an offer by the Customer to purchase Domain Services in accordance with these Conditions.

3.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

3.3 The Contract constitutes the entire agreement in relation to the Domain Services between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

3.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's website, catalogues or

brochures, are issued or published for the sole purpose of giving an approximate idea of the Domain Services described in them. They shall not form part of the Contract or have any contractual force.

3.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue unless previously withdrawn by the Supplier.

4. SUPPLY OF DOMAIN SERVICES

4.1 The Supplier shall use all reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Domain Services.

4.2 Domain Services are provided by the Supplier on an “as available” basis. Domain name registration is subject to many factors out with the control of the Supplier, including but not limited to successful registration with the applicable Registry in accordance with Registry Terms and the Supplier cannot guarantee that the application for a Selected Domain Name will be successful. The acceptance of an Order is not an acknowledgement that a Selected Domain Name is available.

4.3 Successful registration of the domain name is shown by the domain name being displayed on the WHOIS directory of the Registry.

4.4 Should a Selected Domain Name not be successfully registered by the Supplier, or if the Order is not accepted for whatever reason:

- (a) the registration fee (if already paid) will be refunded to the Customer;
- (b) the Supplier will not be liable to the Customer for any loss or damage arising from or resulting from any inability to register the domain name or due to the Supplier not accepting the Order;
- (c) the Customer will be responsible for any costs taken in anticipation of the registration or transfer of a domain name prior to receipt of an official confirmation of such registration or transfer.

- 4.5 If the Customer cancels the Order or has to relinquish or transfer the domain name for any reason after registration, no refund will be made of any registration fees.
- 4.6 The Supplier shall have the right to make any changes to the Domain Services which:
- (a) are necessary to comply with any applicable law or safety requirement;
 - (b) are required to comply with any Registry Terms; or
 - (c) do not materially affect the nature or quality of the Domain Services;
- and if any changes are made these shall be notified to the Customer in any such event, such notification may take place by publication on the Supplier's website or by email to the Customer.
- 4.7 The Supplier warrants to the Customer that the Domain Services will be provided using reasonable care and skill.
- 4.8 The Supplier further warrants to use all reasonable endeavours to acknowledge receipt of any communication from a Customer within 3 Business Days of receipt by the Supplier of said communication.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer accepts that:
- (a) when a Selected Domain Name is registered with a Registry, the registration is only for a certain period of time, after which time that Selected Domain Name will require to be renewed (a '**Renewal**');
 - (b) if a Renewal does not happen, the Selected Domain Names registration may become available for other persons to buy and/or use and the Customer may lose the right to use the Selected Domain Name (an '**Expiry**');
 - (c) any domain name, including a Selected Domain Name, may, after registration, subsequently be challenged and/or cancelled by third parties other than the Supplier.
- 5.2 The Customer shall:
- (a) ensure that the terms of the Order are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Domain Services and respond promptly, correctly and accurately to any queries raised by

the Supplier in relation to the Domain Services and/or Selected Domain Name;

- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
- (d) provide the Supplier with such information and materials as the Supplier may require and/or request in order to supply the Domain Services, and ensure that such information is accurate;
- (e) ensure that any Contact Details are accurate and up to date, and the Customer undertakes to inform the Supplier in writing of any changes to the Contact details, where possible in advance of any said change, and where not possible, as soon as reasonably possible after any said change to the Contact details;
- (f) co-operate fully with any Data Validation Policy;
- (g) ensure in relation to any Selected Domain Name:
 - (i) the Supplier is notified immediately of any court action or legal proceedings in relation to and/or involving the Selected Domain Name;
 - (ii) that the Customer is entitled to use and register the Selected Domain Name;
 - (iii) that it is not used for any unlawful purpose;
 - (iv) that registering or using the Selected Domain Name will not infringe the intellectual property rights of any other person;
 - (v) that registering or using the Selected Domain Name does not breach any Registry Terms;
 - (vi) that the use of the Selected Domain Name is not for any unlawful purpose;
- (h) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Domain Services are to start;
- (i) unless otherwise agreed in writing between the Customer and Supplier, be responsible for the back up of the Customer's files, emails and data, for the Customer's internal network and any equipment connected to the internet and for ensuring and maintaining that adequate firewalls and anti-virus protection software are up to date for the Customer;
- (j) comply in full with any Registry Terms in relation to the Domain Services.

5.3 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Domain Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) except in so far as caused by the act or omission of the Supplier, the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this condition **5.3**; and
- (c) the Customer shall indemnify and keep indemnified the Supplier from and against all actions, proceedings, claims, demands, liabilities, damages, losses and any reasonably and properly incurred expenses that the Supplier may suffer or incur arising out of or in connection with a Customer Default;
- (d) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5.4 Except in so far as caused by the act or omission of the Supplier, the Customer agrees and accepts that the Supplier has no responsibility and/or liability for any failure, act or omission of the Customer to provide the Supplier with accurate and up to date Contact details ('Contact detail failure') and the Customer further agrees to indemnify and keep indemnified the Supplier from and against all actions, proceedings, claims, demands, liabilities, damages, losses and any reasonably and properly incurred expenses that the Supplier may suffer or incur arising out of or in connection with a Contact detail failure.

6. PRICE AND PAYMENT

6.1 Unless otherwise agreed by the Supplier in writing, the prices for the Domain Services shall be the prices set out in the Supplier's price list.

6.2 The price for the Domain Services shall be exclusive of, and the Customer shall pay for any value added tax ('VAT') and all other taxes, duties, or levies, whether local or national. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice

from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Domain Services at the same time as payment is due for the supply of the Domain Services.

- 6.3 Unless otherwise agreed by the Supplier in writing, the Supplier reserves the right to revise or correct any price to take account of:
- (a) fluctuations in the costs of obtaining, maintaining, renewing, registering any domain name or related service with a Registry;
 - (b) cost of services provided by third parties and required by the Supplier for the performance of the Domain Services; and/or
 - (c) any clerical, administrative or arithmetical error in the Contract.
- 6.4 Subject to conditions **6.5** and **8.7**, and unless otherwise agreed in writing by the supplier, payment of the price for the Domain Services is due on the date stated on the invoice issued to the Customer (and if nothing is so stated, within 14 days of the date of the invoice).
- 6.5 Time for payment of the price shall be of the essence, without limiting the Supplier's rights in any way, the Supplier may suspend its Domain Services and demand immediate payment for any services ordered or provided if (a) any payment under any contract between the Customer, or any person associated with the Customer, and the Supplier becomes overdue; or (b) the Supplier, in its sole discretion, believes the Customer may be unable or unwilling to pay for the Domain Services in accordance with these Conditions.
- 6.6 No payment shall be deemed to be received until the Supplier has received cleared funds.
- 6.7 All monies prospectively payable to the Supplier under the Contract shall become due immediately on its termination, or on the termination of any other contract between the Customer, or any person associated with the Customer, and the Supplier.
- 6.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7. CONFIDENTIALITY

7.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and Domain Services which the receiving party may obtain. The receiving party shall only (with the exception of condition 7.2) disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This condition **7.1** shall survive termination of the Contract.

7.2 The Customer understands and agrees that the Supplier:

- (a) and the Customer, are both subject to obligations with relevant Registries in relation to the Domain Services; and
- (b) may disclose such confidential information concerning the Customer to the relevant Registry as is required in order to comply with the Data Validation Policy, Registry data quality policies, audits, and/or validation procedures and the Customer agrees to comply with any reasonable request made by the Supplier in relation to this condition and/or any relevant Registry Terms that may apply.

8. DOMAIN NAME RENEWALS, EXPIRY, MAINTENANCE AND TRANSFER

8.1 The Supplier and the Customer agree to act in good faith in relation to:

- (a) any maintenance and/or corrections made with any relevant Registry, whether or not in relation to the Selected Domain Name, Contact details or other information;
- (b) any Selected Domain Name transfer.

8.2 The Supplier shall issue an expiry notice to the Customer in relation to a Renewal and/or Expiry of a Selected Domain Name. This expiry notice will be sent to the Customer no more than 30 days prior to the expiry of the Selected Domain Name.

- 8.3 The Supplier reserves the right to contact the Customer and specify a reasonable deadline in advance of any Renewal Date and/or Expiry Date together with details of any Renewal Cost.
- 8.4 If the Customer fails to provide the Supplier with a Renewal Request, together with payment in cleared funds of any Renewal Cost, before the date specified by the Supplier in condition 8.3, the Supplier shall be under no obligation to carry out any Renewal on behalf of the Customer.
- 8.5 The Customer may carry out their own Renewal direct with the relevant Registry provided said Renewal is permitted in accordance with the relevant Registry Terms.
- 8.6 Within 30 days after an Expiry, the Supplier may choose to transfer the Selected Domain Name into the Supplier's name ('Supplier Transfer'), provided the Supplier has:
- (a) notified the Customer of this proposed Supplier Transfer; and
 - (b) the Customer has provided explicit consent to the Supplier Transfer and this consent is provided no earlier than 30 days before an Expiry and no later than 30 days after an Expiry.
- 8.7 If a Supplier Transfer occurs in accordance with condition 7.6, the Customer may opt to renew the Selected Domain Name in their name, provided:
- (a) the Selected Domain Name is registered with the Supplier; and
 - (b) the Customer provides a Renewal Request in good time prior to any Expiry and/or Renewal of the Selected Domain Name.
- 8.8 If the Customer wishes to transfer the Selected Domain Name registration to a registrar other than the Supplier or another third party ('Customer Transfer'), subject to any existing agreements in place between the Customer and the Supplier in relation to the Customer Transfer, the Supplier shall take commercially reasonable steps to assist the Customer in facilitating the Customer Transfer.
- 8.9 The Customer agrees that the Supplier may enter itself as the administrative contact with any Registry for all Selected Domain Names for the purposes of these Conditions.

8.10 The Customer agrees that at any time, and without notice, the Supplier may change the Selected Domain Name Registry or other supplier with whom the Selected Domain Name is managed. This may require a Registry transfer (“Registry Transfer”) to be performed in which case the Customer authorises the Supplier to act on the Customer’s behalf in this regard and transfer the Selected Domain Name(s) to the supplier chosen by the Supplier. The Customer agrees that any transfer authorisation emails will be dealt with by the Supplier as the authorised administrative contact for the Selected Domain Name(s). The Customer agrees that if a Registry Transfer is performed, there will be a block on being able to transfer the Selected Domain Name(s) for a period of up to 60 days from the date of completion of the Registry Transfer.

9. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 Subject to condition **9.1**:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the following sums (whichever is greatest):
 - (i) the price paid for the Domain Services during the 12 months preceding the date on which the claim arose; or
 - (ii) the amount of insurance proceeds which the Supplier recovers from any relevant insurer in relation to the relevant claim,provided the Customer gives notice of any potential claim (specifying the nature of the claim in reasonable detail) as soon as possible and in any

event within one year after the relevant service had been provided by the Supplier.

9.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.4 Unless otherwise agreed in writing, the Supplier shall not be responsible for and have no liability for the back-up or maintenance of any data, files, emails or websites in relation to a Selected Domain Name.

9.5 This condition 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 1 months' written notice.

10.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a

company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition **10.2(a)** to condition **10.2(h)** (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (l) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

- 10.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Domain Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in conditions **10.2(b)** to **9.2(m)**, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

11. CONSEQUENCES OF TERMINATION

11.1 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Domain Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) conditions which expressly or by implication survive termination shall continue in full force and effect.

12. FORCE MAJEURE

- 12.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

12.3 If the Force Majeure Event prevents the Supplier from providing any of the Domain Services for more than 60 days, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving 10 days written notice to the Customer.

13. GENERAL

13.1 Assignment and other dealings.

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not (except as detailed in these Conditions and/or with the prior written consent of the Supplier), assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

14. NOTICES

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition **14**; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

15. SEVERANCE

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. WAIVER.

16.1 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.2 **No partnership** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties.

16.3 Agency

- (a) The Customer agrees the Supplier may act as agent for the Customer when carrying out its Domain Services on behalf of the Customer. In such cases, the Supplier shall have authority to act in the name of or on behalf of and bind the Customer provided the Supplier acts in good faith and within the authority (whether express or implied) given by the Customer in relation to the Domain Services.
- (b) The Customer shall not have the authority to act in the name of or on behalf of or otherwise to bind the Supplier in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 16.4 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.5 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless:
- (a) the variation of the Contract is a direct or indirect result of the variation of Registry Terms (in which case the effect of the change shall take place immediately and the Customer may not be notified of these changes); or the changes are of a minor nature or to fix any errors or loopholes in the Contract (in which case no notification is required);
 - (b) the change is agreed in writing and signed by the Supplier.
- 16.6 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 16.7 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

17. COOKIE POLICY

17.1 INFORMATION ABOUT OUR USE OF COOKIES

17.2 Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

17.3 A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

17.4 We use the following cookies:

- (a) Strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- (b) Analytical/performance cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- (c) Functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- (d) Targeting cookies. These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

You can find more information about the individual cookies we use and the purposes for which we use them in the table below:

COOKIE TITLE	COOKIE NAME	[DESCRIPTION OF THE PURPOSE FOR WHICH THE COOKIE IS USED]	[External Link]
Piwik	Piwik JavaScript tracker	User IP address (see also: IP anonymisation) Optional User ID Date and time of the request Title of the page being viewed (Page Title) URL of the page being viewed (Page URL) URL of the page that was viewed prior to the current page	http://piwik.org/faq/general/#faq_146

<p>Google Analytics</p>	<p>ga.js JavaScript library</p>	<p>(Referrer URL)</p> <p>Screen resolution being used</p> <p>Time in local user's timezone</p> <p>Files that were clicked and downloaded (Download)</p> <p>Links to an outside domain that were clicked (Outlink)</p> <p>Time it takes for pages to generated (Page speed)</p> <p>Location of the user: country, region, city, approximate latitude and longitude (Geolocation)</p> <p>Main Language of the browser being used</p> <p>User Agent of the browser being used</p> <ul style="list-style-type: none"> • Determine which domain to measure • Distinguish unique users • Remember the number and time of previous visits • Remember traffic source information • Determine the start and end of a session • Remember the value of visitor-level custom variables 	<p>https://developers.google.com/analytics/devguides/collecting/analytics/cookie-usage</p>
-------------------------	---------------------------------	--	--

17.5 **Note**

- 17.6 Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies
- 17.7 You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.
- 17.8 Except for essential cookies, all cookies will expire after 90 days.

18. **INFORMATION ABOUT HOW WE USE COOKIES**

- 18.1 Our website uses two groups of cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree. These cookies allow us to distinguish you from other users of our website, which helps us to provide you with a good experience when you browse our website and also allows us to improve our site.
- 18.2 The cookies we use are "analytical" cookies. They allow us to recognise and count the number of visitors and to see how visitors move around the site when they are using it. This helps us to improve the way our website works, for example by ensuring that users are finding what they are looking for easily.
- 18.3 Read more about the individual cookies we use and how to recognise them by clicking [here datacenta.net/terms_and_conditions](http://datacenta.net/terms_and_conditions)

19. **PRIVACY POLICY**

- 19.1 Kimcell Limited, and its Group Companies from time to time (we or us), also trading as "Datacenta", "Datacenta Hosting", "Kimcell" and the "Kimcell Group" are committed to protecting and respecting your privacy. Kimcell Limited is registered in England and Wales under company number 03290605 having its registered office at Gild House, 72 Norwich Avenue West, Bournemouth BH2 6AW. "Group Companies" means Kimcell Limited, its holding companies from time to time, its

subsidiaries and the subsidiaries of its holding companies (“holding company” and “subsidiary” have the meanings set out in section 1159 Companies Act 2006).

19.2 This policy (together with our terms of use datacenta.net/terms_and_conditions and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting datacenta.net you are accepting and consenting to the practices described in this policy.

19.3 For the purpose of the Data Protection Act 1998 (the Act), the data controller is Kimcell Limited of Gild House, 72 Norwich Avenue West, Bournemouth BH2 6AW.

19.4 **INFORMATION WE MAY COLLECT FROM YOU**

- (a) We may collect and process the following data about you:
- (b) Information you give us. You may give us information about you by filling in forms on our site www.datacenta.net (our site) or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, subscribe to our service, search for a product, place an order on our site, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey, or any other activities carried out on the site and when you report a problem with our site. The information you give us may include (but is not limited to) your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph.

19.5 **Information we collect about you.** With regard to each of your visits to our site we may automatically collect the following information:

- (a) technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- (b) information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away

from the page and any phone number used to call our customer service number.

19.6 **Information we receive from other sources.** We may receive information about you if you use any of the other websites we operate or the other services we provide. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

19.0 **COOKIES**

19.1 Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy contained with datacenta.net/terms_and_conditions.

19.2 **Uses made of the information**

19.3 We use information held about you in the following ways:

(a) **Information you give to us.** We will use this information:

- (i) to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- (ii) to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
- (iii) to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing

purposes, please tick the relevant box situated on the form/page on which we collect your data);

- (iv) to notify you about changes to our service;
- (v) to ensure that content from our site is presented in the most effective manner for you and for your computer.

19.4 Information we collect about you. We will use this information:

- (a) to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- (b) to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- (c) to allow you to participate in interactive features of our service, when you choose to do so;
- (d) as part of our efforts to keep our site safe and secure;
- (e) to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- (f) to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

19.5 Information we receive from other sources. We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

20. DISCLOSURE OF YOUR INFORMATION

20.1 We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

20.2 We may share your information with selected third parties including:

- (a) Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you.
- (b) Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others.

- (c) Analytics and search engine providers that assist us in the improvement and optimisation of our site.
- (d) Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

20.3 We may disclose your personal information to third parties:

20.4 In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

20.5 If Kimcell Limited, its Group Companies, or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

20.6 If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use www.datacenta.net/domains/terms_of_website_use and other agreements; or to protect the rights, property, or safety of Kimcell Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

20.7 **WHERE WE STORE YOUR PERSONAL DATA**

20.8 The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

20.9 All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

20.10 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

20.11 **YOUR RIGHTS**

20.12 You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at hosting@datacenta.net and/or Gild House, 72 Norwich Ave West, Bournemouth, Dorset, BH2 6AW.

20.13 Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

20.14 **ACCESS TO INFORMATION**

20.15 The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

20.16 **CHANGES TO OUR PRIVACY POLICY**

20.17 Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

20.18 CONTACT

20.19 Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to hosting@datacenta.net and/or Gild House, 72 Norwich Ave West, Bournemouth, Dorset, BH2 6AW.

21. TERMS OF WEBSITE USE (UK)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

21.1 TERMS OF WEBSITE USE

21.2 This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website www.datacenta.net (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

21.3 Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

21.4 By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

21.5 If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

21.6 These terms of use refer to the following additional terms, which also apply to your use of our site:

- (a) Our Privacy Policy www.datacenta.net/domains/privacy_policy , which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- (b) Our Acceptable Use Policy datacenta.net/domains/website_acceptable_use_policy , which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- (c) Our Cookie Policy datacenta.net/domains/cookie_policy , which sets out information about the cookies on our site.

21.7 INFORMATION ABOUT US

21.8 www.datacenta.net is a site operated by Kimcell Limited and its Group Companies from time to time (we or us), also trading as “Datacenta”, “Datacenta Hosting”, “Kimcell” and the “Kimcell Group”. Kimcell Limited is registered in England and Wales under company number 03290605, having its registered office at Gild House, 72 Norwich Avenue West, Bournemouth BH2 6AW. “Group Companies” means Kimcell Limited, its holding companies from time to time, its subsidiaries and the subsidiaries of its holding companies (“holding company” and “subsidiary” have the meanings set out in section 1159 Companies Act 2006).

21.9 CHANGES TO THESE TERMS

21.10 We may revise these terms of use at any time by amending this page.

21.11 Please check this page from time to time to take notice of any changes we made, as they are binding on you.

21.12 CHANGES TO OUR SITE

21.13 We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it .

21.14 We do not guarantee that our site, or any content on it, will be free from errors or omissions.

21.15 ACCESSING OUR SITE

21.16 Our site is made available free of charge.

21.17 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

21.18 You are responsible for making all arrangements necessary for you to have access to our site.

21.19 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

21.20 **YOUR ACCOUNT AND PASSWORD**

21.21 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

21.22 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

21.23 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at hosting@datacenta.net and/or Gild House, 72 Norwich Ave West, Bournemouth, Dorset, BH2 6AW.

21.24 **INTELLECTUAL PROPERTY RIGHTS**

21.25 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

21.26 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

21.27 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

21.28 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

21.29 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

21.30 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

21.31 NO RELIANCE ON INFORMATION

21.32 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

21.33 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

21.34 LIMITATION OF OUR LIABILITY

21.35 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

21.36 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

21.37 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, our site; or
- (b) use of or reliance on any content displayed on our site.

21.38 If you are a business user, please note that in particular, we will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;

- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

21.39 If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

21.40 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

21.41 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

21.42 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods and/or services by use to you, which will be set out in a separate contract between us.

21.43 UPLOADING CONTENT TO OUR SITE

21.44 Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy datacenta.net/domains/website_acceptable_use_policy .

21.45 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

21.46 Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Site a limited licence to use, store and

copy that content and to distribute and make it available to third parties. The rights you licence to us are described in the next paragraph (Rights you licence).

21.47 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

21.48 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

21.49 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy www.datacenta.net/domains/website_acceptable_use_policy.

21.50 The views expressed by other users on our site do not represent our views or values.

21.51 **VIRUSES**

21.52 We do not guarantee that our site will be secure or free from bugs or viruses.

21.53 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

21.54 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

21.55 **LINKING TO OUR SITE**

- 21.56 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 21.57 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 21.58 You must not establish a link to our site in any website that is not owned by you.
- 21.59 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 21.60 We reserve the right to withdraw linking permission without notice.
- 21.61 The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy datacenta.net/domains/website_acceptable_use_policy .
- 21.62 If you wish to make any use of content on our site other than that set out above, please contact hosting@datacenta.net.
- 21.63 **THIRD PARTY LINKS AND RESOURCES IN OUR SITE**
- 21.64 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.
- 21.65 We have no control over the contents of those sites or resources.
- 21.66 **APPLICABLE LAW**
- 21.67 If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

21.68 If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

21.69 **CONTACT US**

21.70 To contact us, please email hosting@datacenta.net

22. **WEBSITE ACCEPTABLE USE POLICY**

22.1 This acceptable use policy sets out the terms between you and us under which you may access our website www.datacenta.net (our site). This acceptable use policy applies to all users of, and visitors to, our site.

22.2 Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use www.datacenta.net/domains/website_acceptable_use_policy.

22.3 www.datacenta.net is a site operated by Kimcell Limited and its Group Companies from time to time (we or us), also trading as “Datacenta”, “Datacenta Hosting”, “Kimcell” and the “Kimcell Group”. We are registered in England and Wales under company number 03290605 and we have our registered office at Gild House, 72 Norwich Avenue West, Bournemouth BH2 6AW. “Group Companies” means Kimcell Limited, its holding companies from time to time, its subsidiaries and the subsidiaries of its holding companies (“holding company” and “subsidiary” have the meanings set out in section 1159 Companies Act 2006).

22.0 **PROHIBITED USES**

- (a) You may use our site only for lawful purposes. You may not use our site:
- (b) In any way that breaches any applicable local, national or international law or regulation.
- (c) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- (d) For the purpose of harming or attempting to harm minors in any way.
- (e) To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards datacenta.net/terms_and_conditions] when added to the site.

- (f) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- (g) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- (h) Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use www.datacenta.net/domains/terms_of_website_use .
- (i) Not to access without authority, interfere with, damage or disrupt:
 - (j) any part of our site;
 - (k) any equipment or network on which our site is stored;
 - (l) any software used in the provision of our site; or
 - (m) any equipment or network or software owned or used by any third party.

23. INTERACTIVE SERVICES

23.1 We may from time to time provide interactive services on our site, including, without limitation:

- (a) Chat rooms.
- (b) Bulletin boards.
- (c) interactive services.

23.2 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

23.3 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for

any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

23.4 The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

23.5 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

23.6 **CONTENT STANDARDS**

23.7 These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

23.8 You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

23.9 Contributions must:

- (a) Be accurate (where they state facts).
- (b) Be genuinely held (where they state opinions).
- (c) Comply with applicable law in the UK and in any country from which they are posted.

23.10 Contributions must not:

- (a) Contain any material which is defamatory of any person.
- (b) Contain any material which is obscene, offensive, hateful or inflammatory.
- (c) Promote sexually explicit material.
- (d) Promote violence.
- (e) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- (f) Infringe any copyright, database right or trade mark of any other person.
- (g) Be likely to deceive any person.

- (h) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (i) Promote any illegal activity.
- (j) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- (k) Be likely to harass, upset, embarrass, alarm or annoy any other person.
- (l) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- (m) Give the impression that they emanate from us, if this is not the case.
- (n) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

23.11 **SUSPENSION AND TERMINATION**

23.12 We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

23.13 Failure to comply with this acceptable use policy constitutes a material breach of the terms of use www.datacenta.net/domains/website_accpetable_use_policy upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- (a) Immediate, temporary or permanent withdrawal of your right to use our site.
- (b) Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- (c) Issue of a warning to you.
- (d) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- (e) Further legal action against you.
- (f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

23.14 We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

23.15 **CHANGES TO THE ACCEPTABLE USE POLICY**

23.16 We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published