

Terms and Conditions

1. These Conditions

These Conditions constitute the whole agreement between any person to whom We provide website hosting services (referred to in these conditions as **You**) and SearchQuest Europe Ltd (company number 6898297 GB) (**Us**) in respect of the provision of hosting of a website owned or controlled by you (the **Site**)

2. The Services

2.1. We will provide the website hosting services (the **Services**) to You during the Term.

2.2. For Us to provide the level of service proposed We will require input from You to gather information about your business, products and services relevant to the Services. You shall devote such time as is reasonably necessary to provide this information in a timely manner upon request and will make a suitable manager or other senior employee available when reasonably necessary to facilitate the orderly flow of requests and information between Us and You.

3. Site Content

3.1. If you require Us to update the site with additional materials provided by You (**Materials**), we shall provide you with an invoice outlining the time and costs it will take to update the Site. You shall ensure that the Materials do not infringe any applicable laws, regulations or third-party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**).

3.2. We shall include only the Materials on the Site. You acknowledge that We have no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. We reserve the right to remove content from the Site where it reasonably suspects such content is Inappropriate Content. We shall notify You if We become aware of any allegation that content on the Site may be Inappropriate Content.

3.3. You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim that the Materials or any other material posted to, or linked to, the Site constitutes Inappropriate Content.

3.4. You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim that the Materials or any other material posted to, or linked to, the Site infringes any Intellectual Property Rights of a third party.

4. Payment Terms and Consequences for Late Payment

4.1. During the Term You will pay an annual hosting fee (**the Annual Hosting Fee**) on each anniversary of the launch or switchover date of the Site (as applicable) during the Term. The Annual Hosting Fee shall be notified to you prior to the issue of each annual invoice. Annual invoices will be sent 30 days in advance of each anniversary. The provision of the Services will not commence until We have received payment of the first Annual Hosting Fee.

4.2. If our Charges are not settled in accordance with our payment terms then, without prejudice to any other rights We may have, We reserve the right to suspend performance of the Services until payment is received in full. Prompt payment is therefore required in order that no disruption to the Services provided by Us takes place.

5. Disclosure and Intellectual Property

5.1. Neither party shall at any time disclose to any third party any confidential information of the other party which is acquired prior to or during the term of this agreement.

5.2. All parties acknowledge that each party owns the Intellectual Property rights of their own brand and any designer content created by them.

5.3. You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim that the Site infringes any Intellectual Property Rights of a third party.

6. Term and Termination:

6.1. This agreement shall come into force on the date of receipt of the first Annual Hosting Fee for an initial fixed term of 12 months (**the Initial Term**).

6.2. After the first 12 months, this agreement shall renew automatically for successive additional terms of 12 months (each an **Additional Term**) unless You cancel the provision of the Services in accordance with the notice requirements in clause 7 or this agreement is terminated earlier in accordance with these Conditions.

7. Cancellation of Services by You

7.1. In the event that You wish to cancel receipt of the Services provided by Us, You must give Us notice of your intention to do so. You must give Us notice at least 30 days before the Initial Term or Additional Term (as applicable) ends. If You do not give sufficient notice to cancel the Services an Additional Term will automatically apply, so it is important that You give notice in good time.

7.2. You can give notice verbally to your account manager but it must be confirmed in writing by email to accounts@sqdigital.co.uk. If You receive an automated response that indicates that We may not have received your email, it is important that You try again or send Us a letter in the post to our registered office.

8. Cancellation or Suspension of Services by Us

8.1. We can suspend the provision of the Services if You do not meet any of your payment obligations (whether as to the amounts or dates of payment) or We can cancel this agreement by giving You written notice.

8.2. A cancellation notice issued by Us under clause 8 will be effective immediately and We shall be entitled to elect to issue You with an invoice for any un-invoiced Annual Hosting fee and other charges that would have fallen due over the remainder of the Initial Term or Additional Term (as applicable).

9. Transfer of the Site(s) receiving the Services

9.1. If the ownership of the Site(s) receiving the Services transfers to another business, You will remain liable for the Annual Hosting fee and other charges for the remainder of the Term unless We consent to the novation of this agreement to the new owner.

9.2. If You notify Us that You have closed the Site(s) receiving the Services and no longer have an interest in receiving the Services We shall be entitled to elect to terminate this agreement with immediate effect. If We do so We shall be entitled to issue You with an invoice for any un-invoiced Annual Hosting fee and other charges that would have fallen due over the remainder of the Initial Term or Additional Term (as applicable).

10. Our Liability

10.1. We shall not be liable to You for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

10.2. Our aggregate liability to You in respect of any claims based on events in any 12 month period arising out of or in connection with this agreement (or any related contract including website design or hosting), whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 100% of the total Annual Hosting fee and other charges actually paid by You to Us under this agreement and any related contract in that 12 month period.

10.3. Nothing in this agreement shall operate to exclude or limit our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud; or
- (c) any other liability which cannot be excluded or limited under English law.

11. Usage Policy

- 11.1. We offer the following in respect of our bandwidth and server storage use:
- (a) bandwidth usage of 3GB data transfer per month; and
 - (b) high server storage use of a combined website and email hosting service with up to 10GB permitted storage.
- 11.2. If You are found to be using excessive server resources which affects the performance of the server for other customers, We reserve the right to impose the High Resource User Policy set out in clause 11.2.
- 11.3. If the High Resource User Policy is imposed, at our discretion We may suspend the Site immediately and until further notice. The exercise of this right is intended to prevent the misuse of our servers. We will work with You to find a solution to the excessive use of the server resources with a view to reinstating the Site. If We are unable to agree a solution with You within a reasonable period of time, We have the right to issue a cancellation notice in accordance with clause 7.2.

12. Email Policy

- 12.1. We offer to supply all settings required to allow You to set up email accounts in a mail platform and may, on request, also provide guidance on how to set up on tablets and mobile phones.
- 12.2. We provide unlimited POP3 email, however any IMAP emails are only supported up to the server storage cap described at clause (c).
- 12.3. During office hours We provide remote access technical support to the quoted email account however We do not provide support on mail platform software nor do We provide support over the telephone.
- 12.4. Individual email accounts, forwarding instructions and automatic responses are to be created You with Your control panel.
- 12.5. We are not responsible for any loss of data in the event of a loss or suspension of any email address, the Site or for any other technical reason.
- 12.6. We reserve the right to cancel email access if:
- (a) We receive excessive spam complaints about You;
 - (b) It is suspected that You are using the email account to send spam;
 - (c) We suspect that You are using the service to send pornographic or offensive material or Inappropriate Content; or
 - (d) Payment for our Charges is not made in accordance with these Conditions.

13. Bankruptcy

In the event of either party becoming bankrupt or insolvent or committing any act of bankruptcy or insolvency or going into liquidation or in the event that a Receiver or Administrator or Administrative Receiver is appointed in respect of any of its assets then the other party shall have the right to terminate this contract with immediate effect with no further liability (save for any accrued rights of action or damages due to them on the date of termination) to the other party.

14. Data Protection

14.1. We will both comply with all applicable requirements of the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy ("**Data protection Legislation**"). This Condition 14 is in addition to, and does not relieve, remove or replace, either of our obligations under the Data Protection Legislation.

14.2. The provisions to our Data Protection Terms and Conditions, as amended from time to time, shall apply to this agreement as if they were set out in full in these Conditions.

15. Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its formation including non-contractual disputes or claims shall be governed by English Law and the parties submit to the exclusive jurisdiction of the courts of England to settle any such dispute or claim.