

1. WHAT FORMS THE AGREEMENT

- 1.1. By applying for our Services, you agree that this Agreement shall apply to those Services. This Agreement shall come into force if and when we email you to confirm acceptance of your application.
- 1.2. In addition to these Terms, applicable Specific Terms will apply to particular Services. We shall notify you of those Specific Terms when you apply for Services.
- 1.3. This Agreement set out all the terms agreed between us about the subject matter of this Agreement. This Agreement supersedes all previous negotiations, understandings and representations.

2. DEFINITIONS

2.1. In these Terms, certain words and phrases have defined meanings:

| Word or Phrase | Meaning |
|------------------------------|---|
| Agreement | these Terms, together with any Specific Terms |
| Confidential Information | the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of you or us. This Agreement is our Confidential Information |
| Consumer | an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession; |
| Intellectual Property Rights | copyright, database right, patents, registered and unregistered design rights, registered and unregistered trade marks, and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for any of these |
| Interest Rate | 2% above Barclays Bank plc's base rate per annum |
| us; our; we | Sub 6 Limited (registered office Suite 3e Ribble House, Meanygate, Bamber Bridge, Preston, PR5 6UP, Company No. 04439133) |
| Server | means any server that we allow you to access or in which we allocate you resources, as described in the specification applicable to the Services in question |
| Services | the services provided by us to you under these Terms or the applicable Specific Terms |
| Software | any software that we provide to you under this Agreement |
| Specific Terms | any of our Specific Terms that are applicable for particular Services |
| Start Date | the date on which we email you to confirm acceptance of your application |
| Terms | these Standard Terms |
| you; your | You, our customer |

3. INTERPRETATION

- 3.1. In this Agreement:
 - 3.1.1. References to clauses are to the clauses of these Terms;
 - 3.1.2. References to paragraphs are to the paragraphs of Specific Terms;
 - 3.1.3. Headings are for ease of reference only;
 - 3.1.4. Wherever the words "including", "include", or "includes" or are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires;
 - 3.1.5. If there is any conflict or inconsistency between these Terms and Specific Terms in relation to particular Services, the Specific Terms shall have precedence for the relevant Services; and
 - 3.1.6. All rights and remedies referred to in this Agreement are cumulative and not to the exclusion of other rights and remedies, unless expressly stated otherwise.

4. LAW

- 4.1. This Agreement is governed by English law.

5. HOW WE VARY THIS AGREEMENT OR A SERVICE

- 5.1. We, but not you, may vary this Agreement or the Services by notifying you of the change by email or in writing. We will give you a reasonable period of notice of the variation.
- 5.2. If we vary the Services, we may increase the fees for the Services.
- 5.3. If we notify you of variation of the Services (or part of the Services) entailing either increased fees or materially reduced functionality, you may cancel the varied parts of the Services for any reason by giving not less than 14 days' notice from the date on which you receive notice of the variation from us. We shall refund you a proportion of the fees representing the number of paid-for days of the Services that you will not be receiving due to termination.

6. WE DEPEND UPON EACH OTHER

- 6.1. If we fail to do something that we ought to do under this Agreement and that directly causes you to fail to do something that you ought to do under this Agreement then we will not treat your failure as a breach of contract in those circumstances. You will treat us in the same way.

7. YOUR OBLIGATIONS

- 7.1. Whilst this Agreement is in force, you shall
 - 7.1.1. Comply with our reasonable instructions, guidelines and directions about the use of the Services, including the acceptable use policy set out in the Specific Terms;
 - 7.1.2. Behave at all times in a polite and professional manner towards us and our staff;
 - 7.1.3. Maintain such backups and disaster recovery and resiliency plans as you consider appropriate;
 - 7.1.4. Store securely any access credentials, and shall notify us immediately upon becoming aware of any loss or compromise of such access credentials;
 - 7.1.5. Not sell, deal, transfer, or otherwise make available the Software or the Services to any third party for any purposes except as expressly permitted by this Agreement; and
 - 7.1.6. Comply with all applicable law.
- 7.2. You warrant that you have the full power and authority to enter into this Agreement.
- 7.3. You agree that any breach of this clause 7 shall be a material breach of this Agreement.

8. CONNECTIVITY OR SERVICE ACCESS

- 8.1. Unless any Specific Terms state otherwise where the Services includes the provision of connectivity to the internet or access to a Server, you shall not be entitled to such Services until we notify you (by email, telephone or in writing) that it is ready for use.
- 8.2. Any IP addresses we assign to you remain our property. We reserve the right to change (including reduce) any IP address assignment. We shall use reasonable efforts to give you reasonable advance notice of such a change.
- 8.3. We may suspend all or part of the Services if, in our reasonable opinion, it is necessary to do so to stop or mitigate any problem or attack affecting our network, equipment, or services (including any network, equipment, or services provided to another customer).

9. TECHNICAL SUPPORT

- 9.1. Subject to clause 12.2, during the term of the Agreement, and provided that you are up to date with all payments to us under this Agreement and any other agreement, we will provide you with reasonable technical support for the Services in accordance with our support charter available at www.clook.net/terms-of-service.

10. CONFIDENTIALITY

- 10.1. Each of us shall, for the Confidential Information for which each of us is the recipient:
 - 10.1.1. Keep the Confidential Information strictly confidential and not disclose any part of it to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement;
 - 10.1.2. Take all reasonable steps to prevent unauthorised access to the Confidential Information;
 - 10.1.3. Not use the Confidential Information other than for the purposes set out in this Agreement.
- 10.2. Each of us may disclose the Confidential Information to, and allow its use in accordance with this Agreement by the following (as long as the conditions in clause 10.3 are met):

- 10.2.1. Employees and officers of the recipient who require it for the recipient to perform its obligations under this Agreement;
 - 10.2.2. The recipient's auditors and professional advisors solely for the purposes of providing professional advice.
- 10.3. As a condition of the rights set out in clause 10.2 the party wishing to exercise the rights must:
- 10.3.1. Ensure that any party to whom it discloses Confidential Information is under an obligation of confidentiality about such Confidential Information; and
 - 10.3.2. Procure that such persons observe the restrictions in this clause 10.
- 10.4. With the exception of the Software and the Services, the restrictions in clause 10.1 do not apply to any information to the extent that it:
- 10.4.1. Is or comes within the public domain other than through a breach of clause 10.1; or
 - 10.4.2. Is in the recipient's possession (with full right to disclose) before receiving it from the other party; or
 - 10.4.3. Is lawfully received from a third party (with full right to disclose); or
 - 10.4.4. Is independently developed by the recipient without access to or use of the Confidential Information.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. We, or our licensors, own all Intellectual Property Rights in the Services and the Software. You shall acquire no rights in the Services or Software.
- 11.2. You shall indemnify and keep us indemnified against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by us (including legal expenses reasonably and properly incurred) arising out of any claim brought against us by any third party alleging that its Intellectual Property Rights are infringed by the use by you of the Services or Software.

12. SOFTWARE

- 12.1. Where we license Software owned by third parties to you, you agree that you shall comply with any licence terms of such third parties.
- 12.2. Where we permit you to install software, or provide you with a facility for the installation of software, you are responsible for, and are liable for, all aspects of this software, including its security, configuration, and suitability for your purpose. We do not provide technical support in respect of software which you have installed.

13. DOMAIN NAMES AND SSL CERTIFICATES

- 13.1. If you buy a domain name or SSL certificate through us, you acknowledge and agree that once you have paid for the domain name or SSL certificate, we will arrange for it to be registered or produced for you. We cannot amend that domain name or SSL certificate following purchase. It is therefore your responsibility to ensure that you enter the domain name and other details correctly when you apply for either.
- 13.2. You must accept and comply with the terms of the domain name registrar applicable for the purchased domain name. These terms are available at www.clook.net/terms-of-service.
- 13.3. You agree that, for the purposes of purchasing an SSL certificate, we act as an agent of the SSL certificate vendor, and that you are entering into a contract directly with the SSL certificate vendor.
- 13.4. Neither domain names nor SSL certificates renew automatically, and it is your responsibility to make sure you make suitable provision for renewal in a timely manner. We offer an option for automatic renewal of domain names via your account on our website, but we do not accept any liability if you activate this function and it fails to renew your domain name.

14. INDEMNITIES

- 14.1. You agree to fully indemnify and keep us fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by us and arising from any of the following:
 - 14.1.1. Your breach of this Agreement, your negligence or other act, omission or default;
 - 14.1.2. The operation or break down of any equipment or software owned or used by you (except for the Server and Software); and
 - 14.1.3. Your use or misuse of the Services and/or the Server.

15. LIMITS ON LIABILITY

- 15.1. Save as expressly set out in this Agreement, all other conditions, warranties or other terms which might have effect between you and us or be implied or incorporated into this Agreement, whether by statute, common law or otherwise, are hereby excluded to the extent permitted by law, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care. This clause 15.1 shall not apply if you are a Consumer.
 - 15.2. Neither party limits or excludes its liability to the other for personal injury or death caused by its negligence, for fraud or fraudulent misrepresentation, or for any matter for which, at law, a party cannot limit or exclude its liability.
 - 15.3. You do not limit or exclude your liability for the indemnities set out in clauses 11.2 and 14, or for sums due under this Agreement.
 - 15.4. Subject to clauses 15.2 and 15.3, neither party shall be liable to the other for special, indirect, or consequential losses, nor for the following types of loss, whether direct, indirect, special or consequential, in each case however caused:
 - 15.4.1. Financial loss, including loss of profits, earnings, business, goodwill, business interruption;
 - 15.4.2. Expected or incidental losses; loss of expected savings; loss of sales; failure to reduce bad debt; reduction in the value of an asset;
 - 15.4.3. Loss of, or corruption to, data, or loss of right to use domain names.
 - 15.5. Subject to clauses 13.4, 15.1 - 15.4, 16.11, and 23.5:
 - 15.5.1. For other claims for personal injury or death and claims for the damage to or loss of tangible property (except claims relating to data contained on any tangible media), each party's liability to the other shall be limited to £10,000 in aggregate for the term of the Agreement; and
 - 15.5.2. For any other claim, our loss, our liability to you shall be limited to the amount of fees paid by you under this Agreement in the twelve month period preceding the day on in which the claim arose, and your liability to us shall be limited to the amount of fees paid or payable by you under this Agreement in the calendar year in which the claim arose.
 - 15.6. You agree that the provisions of this clause 15 are fair and reasonable.
- 16. PAYMENTS AND INVOICING**
- 16.1. You must pay the fees for the Services, including any applicable setup fees, and all other sums due under this Agreement.
 - 16.2. All the prices and charges that we quote are exclusive of VAT and we charge this in addition where it applies at the prevailing rate.
 - 16.3. You must have a valid payment mechanism set up with us. This can be either a debit or credit card, or a Direct Debit.
 - 16.4. You can amend your stored debit or credit card details at any time via your account on our website. You must only store a card which is registered in your name and in respect of which you have the right to make charges. You must ensure that your stored card is valid, has not expired, and has sufficient funds available.
 - 16.5. If you choose to pay by Direct Debit, you are responsible for ensuring that payment is collected. If a Direct Debit collection fails, we will not make further attempts to collect it, and you must pay the sum by debit or credit card.
 - 16.6. For Services which are billed monthly, payment is due on the first day of each calendar month, for that month's Services. For Services which are billed annually, your payment is due on the first day of each annual subscription period, for that annual subscription period's Services. We will attempt to notify you in advance of this date, but our failure to do so, or your failure to receive such a notice, does not affect your obligation to pay.
 - 16.7. As an exception to clause 16.6, when you sign up for Services which are billed monthly:
 - 16.7.1. If you sign up before the 25th day of the month in question, we will invoice you a pro rated sum for that month, and payment is due immediately;
 - 16.7.2. If you sign up on or after the 25th day of the month in question, we will invoice you a pro rated sum for that month and the full sum for the next month, and payment is due immediately.

- 16.8. We will attempt to charge your debit or credit card, or collect your Direct Debit, on the due date. You are responsible for ensuring that payment is made.
- 16.9. If, for any reason (including our failure to charge your card or collect your Direct Debit), we do not receive your payment in full within 14 days of the due date, we may do any or all of the following:
- 16.9.1. Send you reminders by email and post at regular intervals. We may charge you a fee of £5 per reminder to cover a small proportion of the costs we incur in seeking payment of the overdue amount;
 - 16.9.2. Suspend or terminate the Services;
 - 16.9.3. Charge you interest on the overdue amount at the Interest Rate from the due date up to the date of actual payment (whether before or after any court judgement); and
 - 16.9.4. Charge you our reasonable costs and expenses (including legal costs) for seeking payment of the overdue amount.
- 16.10. In the event of a "bounced" cheque, a card chargeback, or a reversal of a Direct Debit, we may do any or all of the following:
- 16.10.1. Suspend the Services; and
 - 16.10.2. Charge you a fee of £25 per instance.
- 16.11. If we suspend or terminate the Services in accordance with clause 16.9 or 16.10:
- 16.11.1. We shall not be liable for any losses to you arising from this suspension or termination; and
 - 16.11.2. We are not obliged to reactivate those Services; reactivation shall be at our sole discretion. If you wish us to reactivate the Services, we will notify you of the costs associated with doing so, and you can decide at that point whether you wish to proceed.
- 16.12. We shall be entitled to increase our fees for any or all Services once in a year. However, we shall limit any such increase to a percentage not greater than the percentage increase in the Retail Prices Index published by the Central Statistical Office.
- 17. EXCEEDING USAGE LIMITS & OVERAGE CHARGES**
- 17.1. If you exceed the prescribed usage limits, we reserve the right to charge you the overage charges that are applicable for the excess usage. For shared hosting services, we also reserve the right to suspend the Services until the beginning of the next month.
- 17.2. We may also (but are not obliged to) email you, at the end of the month, and give you the option of upgrading the Services. If you notify us that you wish to upgrade, you will pay the fees for the upgraded Services from the day on which we upgrade them. Any service upgrade does not constitute a variation of our Agreement with you.
- 18. EVENTS OUTSIDE REASONABLE CONTROL**
- 18.1. Neither of us will be liable to the other for any delay or failure in the performance of our contractual obligations caused by events outside our reasonable control. However, for either of us to rely on this clause, we must promptly notify the other of the circumstances of the event. This clause 18.1 does not apply to your obligation to pay any sums due under this Agreement.
- 18.2. If the event persists for 28 days or more, the party not effected by the event may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on your part to pay our invoices and for work carried out but invoiced at the date of termination).
- 19. NOTICES**
- 19.1. Any notice (except for the service of court proceedings) shall be sent to the other party's nominated email address for service. In our case, this will be the helpdesk email address that we notify to you or is stated on our website.
- 19.2. If either of us wants to change our email address for service, we must notify the other party of the change of email address in accordance with clause 19.1. You may also change your email address via your account on our website or phoning us. In the case of you notifying us, the change will take effect from the date on which we email you to confirm that we have changed your email address.
- 19.3. We both consider that notice has been given
- 19.3.1. In the case of us notifying you, one clear day after the time of sending the email;
 - 19.3.2. In the case of you notifying us, one clear day after you receive by email a helpdesk ticket ID code for such notification.
- 19.4. Notice for the service of court proceedings shall be by a signed-for postal service which provides proof of delivery, or by courier, and such notice shall be addressed:
- 19.4.1. To us, to Managing Director, Suite 3e, Ribble House, Meanygate, Bamber Bridge, Preston, PR5 6UP; and
 - 19.4.2. To you, to the most recent address which we have on file for you or, where no such address exists, to an address which we reasonably believe is linked with you.
- 20. DISPUTE RESOLUTION PROCEDURE**
- 20.1. We both agree that we shall deal with any disputes or claims arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) as follows:
- 20.1.1. The issue in dispute shall be referred for discussion to, in your case, the name of the main account holder, and in our case, the customer services manager that we notify to you. You should email us at supportmanager@sub6.com;
 - 20.1.2. If the dispute is not resolved, the managing directors (or equivalent) of each of us shall discuss the issue;
 - 20.1.3. If the issue is not resolved then we shall refer it to a mediator that we jointly appoint. If we cannot agree on the mediator, we shall ask the President of the Law Society of England and Wales to appoint a mediator;
 - 20.1.4. If the dispute is still not resolved, then, unless you are a Consumer, we both agree that the English courts have exclusive jurisdiction to settle the dispute. If you are a Consumer domiciled in a member state of the European Union, we will only bring a claim against you in the courts of that member state, and you can choose to bring a claim against us either in those courts or in the courts of England.
- 20.2. We shall both bear our own costs for elements of the dispute resolution procedure up to the involvement of the courts under clause 20.1.4.
- 21. COOLING-OFF PERIOD / RIGHT TO CANCEL**
- 21.1. You have a cooling-off period in which you can cancel certain Services.
- 21.2. The cooling-off period begins:
- 21.2.1. In the case of Services that you apply for before the Start Date, on the Start Date;
 - 21.2.2. In the case of Services that you apply for after the Start Date, on the date on which we notify you that we have accepted your application for the Services.
- 21.3. Subject to clause 21.4, the cooling-off period expires 30 days after the date on which the Services begin.
- 21.4. The cooling-off period does not apply:
- 21.4.1. to the purchase of a domain name or an SSL certificate;
 - 21.4.2. If you are not a Consumer, to any Services for which we have to set-up, build hardware, or customise hardware or resources to your specification (e.g. a managed dedicated server), to the purchase of hosted email services, or to the purchase of content delivery network services; and
 - 21.4.3. If you are a Consumer, and you have made an express request for us to provide the Services immediately.
- 21.5. If you wish to exercise your rights under this clause 21, you must inform us of your decision by sending an email to billing@clook.net. You must send this email before the end of the period set out in clause 21.3.
- 21.6. We will reimburse all payments received from you within 14 days of receiving your email.
- 22. DATA PROTECTION**
- 22.1. References in this clause 22 to a Regulation are to regulation 2016/679/EC. References to an Article are to an Article of the Regulation. Capitalised terms in this clause have the meaning defined by the Regulation.
- 22.2. If, in the course of providing the Services, you are a Controller and we are your Processor in respect of any Personal Data, we will:
- 22.2.1. Process the Personal Data only on your documented instructions as set out in this Agreement, including with regard to transfers of Personal Data to a third country or an international organisation;

- 22.2.2. Unless prohibited by law, notify you if we are required by any law of the European Union or the law of one of the Member States of the European Union to act other than in accordance with your instructions or if, in our opinion, any of your instructions infringes the Regulation or other Union or Member State data protection provisions;
 - 22.2.3. Have your general authorisation to obtain other Processors and shall respect the conditions referred to in paragraphs 2 and 4 of Article 28 for any such engagement. Subject to clause 15, we shall be liable for the acts and omissions of its Sub-processors, and we shall ensure that the Sub-processor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, this clause 22;
 - 22.2.4. Comply with clause 10 (confidentiality) in respect of such Processing, and the Personal Data shall be "Confidential Information";
 - 22.2.5. Take all measures required pursuant to Article 32;
 - 22.2.6. Taking into account the nature of the Processing, assist you, at your cost, by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the Regulation;
 - 22.2.7. Provide, at your cost, reasonable assistance on written request by you in ensuring compliance with your obligations pursuant to Articles 32 to 36, taking into account the nature of Processing and the information available to us;
 - 22.2.8. At your choice and cost, delete or return all the Personal Data to you after the end of the provision of the Services relating to the Processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
 - 22.2.9. At your cost and following written agreement as to the details, make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28, and allow for and contribute to audits, including inspections, conducted by your or another auditor mandated by you; and
 - 22.2.10. Notify you without undue delay if we become aware of a Personal Data Breach for which we are responsible.
- 22.3. Notwithstanding this clause 22, you are responsible for ensuring that your configuration of the Services, any software you install, and any services that you provide (whether to yourself or others) comply with your obligations under data protection law.
- 23. TERMINATION**
- 23.1. This Agreement takes effect on the Start Date. Subject to clause 21 and the remainder of this clause 23, and any Specific Terms, it shall continue for the period stated in the applicable Specific Terms.
 - 23.2. Either of us can terminate this Agreement immediately by notifying the other party if:
 - 23.2.1. The other party commits a material breach of an obligation under this Agreement or any Specific Terms which is not capable of remedy;
 - 23.2.2. The other party commits a material breach of an obligation under this Agreement or any Specific Terms which is not remedied within 28 days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination;
 - 23.2.3. If the other party becomes insolvent.
 - 23.3. We, but not you, may terminate this Agreement and/or any Services at any time and for any reason whatsoever by giving you reasonable notice of such termination. Unless termination is for your breach of an obligation under this Agreement or any Specific Terms, we will refund you a proportion of the fees representing the number of paid-for days of Services that you will not be receiving due to termination.
 - 23.4. Termination of this Agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party that have accrued before termination or that are intended to continue to have effect beyond termination.
- 23.5. The Services do not include migration support, and you must backup and download from the Services all data you wish to retain after termination. We are not liable to you if you terminate this Agreement and have failed to retain a copy of your data.
- 24. MISCELLANEOUS TERMS**
- 24.1. Persons who are not a party to this Agreement shall not have any rights under this Agreement.
 - 24.2. If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect.
 - 24.3. If either of us fails to exercise a right or remedy that it has or which arises under this Agreement, such failure shall not prevent us from exercising that right or remedy subsequently for that or any other incident.
 - 24.4. A waiver of any breach or provision of this Agreement shall only be effective if made by email or in writing.
 - 24.5. We may assign, transfer, charge, sub-contract or deal in any other manner with any of our rights or obligations under the Agreement. You may not do these things without our prior written consent.
 - 24.6. Each Party shall
 - 24.6.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
 - 24.6.2. not engage in any activity, practice or conduct which constitutes an offence under the Bribery Act 2010, or would do so if such activity, practice or conduct had been carried out in the UK.