

# Terms and Conditions

## 1. DEFINITIONS

- 1.1 References to "we", "us" and "our" are references to IT Assist Services Ltd (trading as My First Website) registered in England (company registration number 10026426).
- 1.2 The terms "you" and "your" refer to any individual, company or business to whom we provide our Services as specified in the online customer order form including a person reasonably appearing to us to act with your authority.
- 1.3 In these conditions the following words and expressions shall have the following meanings:
  - **Commencement Date** means the date of our acceptance of your order as notified to you under our account activation notice;
  - **Contract** means any contract between us and you for the supply of Services incorporating these conditions;
  - **Domain Names** means Internet addresses which have been registered with the central registration authorities on the Internet on your behalf;
  - **Gigabyte** means 1,073,741,824 bytes or characters of information;
  - **hosting** means the making available of your Domain Name on the Internet;
  - **Internet** means the network of interconnected e-communications and computer systems connected by internet protocol numbers;
  - **Megabyte** means 1,048,576 bytes or characters of information;
  - **Renewal Date** means the day following the end of the first billing period specified in the online customer order form and the day following the end of the relevant billing period from time to time;
  - **Services** the internet services to be provided by us to you as specified in the online customer order form together with any other services which we provide, or agree to provide, to you;
  - **Upload** means to transfer computer files to our computer system for publication on the Internet or WWW;
  - **Web Site** means the area on our computer system allocated to you for the purpose of this Contract;
  - **WWW** means World Wide Web service available on the Internet;

- **1.4** A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
  - **1.5** Condition headings do not affect the interpretation of these conditions.
  - **1.6** Any words in the singular include the plural and vice versa.
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## 2. APPLICATION OF CONDITIONS

- 2.1 Subject to any variation under conditions 2.2 or 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any order, confirmation of order or other document).
  - 2.2 Any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by our authorized representative on our behalf. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Contract. Nothing in this condition shall exclude or limit our liability for fraudulent misrepresentation.
  - 2.3 We reserve the right to alter or amend our terms and conditions by giving you fourteen days' prior notice by email and by displaying the notice on the our web site in the Terms and Conditions section. If you do not want to accept any new conditions you must inform us immediately by emailing us at [accounts@hostinguk.net](mailto:accounts@hostinguk.net) otherwise you will be deemed to have accepted such new conditions.
  - 2.4 Your order for Services from us shall be deemed to be an offer by you to buy the Services subject to these conditions.
  - 2.5 No order placed by you shall be deemed to be accepted by us until an account activation notice is issued by us.
  - 2.6 You shall ensure that the terms of your order are complete and accurate.
  - 2.7 Any date proposed either by you or us for the provision of the Services is to be treated as an estimate only and we accepts no liability for any failure to meet it.
  - 2.8 These terms and conditions may change or be updated from time to time. It remains your responsibility to access and check these terms and conditions whenever you access this web site. The latest version of these terms and conditions will govern any future usage by you of this web site and the Services.
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## 3. CONTRACT PERIOD

- 3.1 Subject to termination under conditions 9 and 10 this Contract shall begin on the Commencement Date and shall automatically renew on the relevant Renewal Date for successive periods equal to the billing period set out in the online customer order form or for such period as subsequently agreed by us in writing.
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## 4. YOUR RESPONSIBILITIES

- 4.1 You agree that you will keep secure the login name and password specified on your online customer order form and not to pass that information to any unauthorised person. In the event of your login name and password being used by any unauthorised person, we accept no responsibility and you will be liable for additional charges arising therefrom.
- 4.2 It is your sole responsibility to make regular back-ups of your data and files used in connection with the Services. Even though we may make our own periodic back-ups for server maintenance purposes we are not responsible whatsoever for your data or files.
- 4.3 You agree that you will not:
  - 4.3.1 perform any action that will reduce performance of our servers to the detriment of other users;
  - 4.3.2 upload any virus to the Web Site which could infect our server or other equipment;
  - 4.3.3 allow a virus to enter the Internet by allowing Internet users to download files containing viruses or (knowingly or otherwise) from their web space which is on our server;
  - 4.3.4 upload any material which infringes the intellectual property rights of any other party. We accept no responsibility for your actions in either uploading material to the Internet or in your transferral of any material to other Web Sites (or vice versa);
  - 4.3.5 upload any material which may be considered to be contrary to public decency and morality including (but not limited to) pornographic, barbaric and overtly tasteless material. We reserve the right to randomly inspect the Web Site and in the event that any unauthorised material has been uploaded to that Web Site, we reserve the right to inform the relevant authorities and to terminate this Contact forthwith;
  - 4.3.6 cause or permit or in any way assist in any unauthorised publication or any dissemination of defamatory material or any material which could be considered to be in breach of the civil or criminal laws of England and Wales;
  - 4.3.7 commit any act whereby access is gained by you to any information or resources of any person, body corporate individual, partnership, government agency, national institution, charity or recognised organisation without first having obtained authority from those persons or institutions;

- 4.3.8 use our servers or network to send unsolicited or spam e-mail to other Internet users regardless of whether we are referred to or not either directly or indirectly in such postings. Failure to meet this obligation would result in the termination of this Contract without refund;
  - 4.3.9 not to use our servers or network either directly or indirectly in a way that would have a detrimental effect on network performance;
  - 4.3.10 do any act or omission the result of which would have the effect of bringing us into disrepute.
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## 5. HIGH RESOURCE USAGE POLICY

- 5.1 Where we do not operate a bandwidth capping policy we maintain high ratios of bandwidth per Web Site. In the rare circumstances that a user utilizes our server resources to such an extent that it may jeopardize server performance and resources for other users then we reserve the right to implement the following High Resource User Policy at our sole discretion:

Where a service is delivered with bandwidth restrictions and/or limitations we reserve the right at our sole discretion to charge you for excess bandwidth used however caused at the rate of 45 pence per gigabyte or part thereof.

- 5.1.1 Resources are defined as bandwidth, processor utilization or disk space;
  - 5.1.2 We reserve the right to suspend or terminate any Web Site immediately in order to prevent the misuse of our servers and to maintain maximum availability for other users. You may be offered alternate hosting options including us hosting the Web Site for an additional fee.
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## 6. LIMITATION OF LIABILITY

- 6.1 The following provisions set out the our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
  - (a) any breach of these conditions;
  - (b) any use made by you of any of the Services;
  - (c) the content of any information placed by you onto our server;
  - (d) the failure of or any problem experienced by you in the operation of your Web Site;
  - (e) with regard to any application, receipt of, or failure to receive Domain Name registration, the registration, renewal, non-registration, non-renewal, suspension, transfer, failure to transfer, operation, delivery, mis-delivery or any and all combinations or for any errors or

omissions or any other actions by the registry administrator arising out of or relating to any application, receipt of, or failure to receive a domain registration; and

- (f) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 6.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract save that where you are a consumer rather than a business no provision of this clause 6 or these conditions shall affect your rights as a consumer.

As the Services are normally supplied immediately unless agreed otherwise with us there is not normally an opportunity to cancel under regulation 13 of the Consumer Protection (Distance Selling) regulations 2000. (<http://www.opsi.gov.uk/si/si2000/20002334.htm>)

- 6.3 Nothing in these conditions excludes or limits our liability:
  - (a) for death or personal injury caused by our negligence; or
  - (b) for any matter which it would be illegal for us to exclude or attempt to exclude its liability; or
  - (c) for fraud or fraudulent misrepresentation.
- 6.4 Subject to conditions 6.2 and 6.3:
  - (a) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the initial total amount paid for the Services or Domain Name registration or £250 whichever is the greater; and
  - (b) we shall not be liable to you for any:
    - (i) pure economic loss
    - (ii) loss of profit
    - (iii) loss of business
    - (iv) loss of anticipated savings
    - (v) depletion of goodwill or otherwise

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in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

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- 6.5 Each provision of this condition 6 is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable.
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## 7. INDEMNITY

- 7.1 Without prejudice to any other rights or remedies which we may have against you, you agree to indemnify and keep us indemnified against:
    - 7.1.2 all costs, claims, demands, liabilities, expenses, damages or losses or expenses arising out of or in connection with any breach by you of this Contract; and
    - 7.1.3 all costs, claims, demands, liabilities, expenses, damages or losses or expenses arising out of any action brought or threatened against us by a third party which is caused by or arises from any action or omission of ours carried out pursuant to your instructions.
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## 8. CHARGES AND PAYMENT

- 8.1 Charges are payable in advance depending on the Service purchased as set out in the online customer order form and time for payment shall be of the essence. It is a condition of the provision of our Services that a regular credit or debit card or PayPal payment agreement is in force for the duration of this Contract and you agree to either update your details yourself via the control panel or to inform us of any change to your credit card or contact details.
- 8.2 You may not make payment to us by any other means other than those detailed in condition 8.1 without our prior authority provided to you in writing or electronic mail.
- 8.3 In the event that we agree to accept payment from you by any means other than credit or debit card you acknowledge that payment must reach our bank account no less than five working days prior to the invoice due date and that arranging this is your sole responsibility.
- 8.3 You shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by us to you.
- 8.5 All payments payable to us under the Contract shall become due immediately on its termination despite any other provision.
- 8.6 Without prejudice to our other rights we reserve the right to charge daily interest on all outstanding amounts from the due date until payment is received in full at the rate equal to 4% per annum above the Bank of Scotland base lending rate as current from time to time whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this Contract for any cause whatsoever. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.7 Value added Tax where applicable will be added at the appropriate rate to the total of all charges shown on your invoice.

- 8.8 Where payment is by credit card or debit card you expressly authorise us to charge recurring billing by such method until we receive from you a completed account cancellation notice (see condition 10.2) or the Services end.
  - 8.9 If you dispute any payment made to us you shall contact us immediately to discuss repayment. In the event that you submit an unjustified chargeback (being a credit card or debit card chargeback or cancellation of a cheque or submission of a cheque that is returned for any reason) then the following shall be due and payable by you within 7 days for each instance of a chargeback:
    - 8.9.1 the charges due and payable by you for the Services used in the period covered by the chargeback; and
    - 8.9.2 such chargeback costs as are levied upon us by your bank or credit card company; and
    - 8.9.3 a chargeback administration fee of £50; and
    - 8.9.4 our reasonable costs and losses incurred in recovering the above-mentioned fees including debt recovery costs, legal fees and debt collection costs.
  - 8.10 In the event of an unjustified chargeback our right to terminate this Contract as set out in condition 9 shall apply save that the period in clause 9.2 shall be shortened to 14 days and the period in condition 9.3 shall be shortened to 10 days.
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## 9. TERMINATION OF THIS CONTRACT BY US

- 9.1 If you do not pay any charge when due or materially breach this Contract in any other way we can terminate this Contract immediately without the requirement of prior notification.
- 9.2 If any sum payable under this Contract is still outstanding one month after the service of written notice to you requiring you to pay all outstanding sums in full we may in our absolute discretion suspend the Services.
- 9.3 If you have still not paid within 14 days of the written notice referred to in condition 9.2 we may in our absolute discretion disconnect the Services, delete your data and terminate the Contract and, if appropriate charge you a daily rate for storage of any of your equipment. Where any charges or payments are still outstanding from you, you must pay us in full (including any outstanding interest) before we release your equipment to you.
- 9.4 Should we reasonably deem you a threat to the integrity of the our network whether as a result of your actions or threats of such actions or by hostility of your actions or due to any other reason which in our considered opinion would be against our business interest, then we can terminate this Contract immediately without the requirement for prior notification.

- 9.5 If you go into liquidation or (in the case of an individual or firm become bankrupt) make a voluntary arrangement or have a receiver or administrator appointed we can terminate this Contract immediately without the requirement of prior notification.
  - 9.6 Termination of this Contract by us will result in the retaining by us of all monies received from you who will not be entitled to a refund of monies paid.
  - 9.7 Upon termination of this Contract you shall nevertheless remain liable for all charges due or which would have been payable under this Contract.
  - 9.8 On termination of this Contract we will remove all materials held on our systems and remove all your system privileges.
  - 9.9 Subject to our sole discretion after termination, if we agree that you may once again be reconnected to the service, any reconnection will be subject to an administration charge of £50 together with any outstanding charges payable prior to the reconnection.
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## 10. TERMINATION OF THE CONTRACT BY YOU

- 10.1 You can terminate this Contract:
    - 10.1.1 at any time within the first 30 days of the Commencement Date subject to the exclusions listed within our 30 day moneyback guarantee and receive a full refund, less any Domain Name registration charges or charges for additional services not included as a part of one of our standard hosting plans;
    - 10.1.2 at any time after the first 30 days of the Commencement Date however unless notice under condition 10.2 is received prior to the next Renewal Date this Contract shall automatically renew for the period covered by the issued renewal notice and no refund will be payable to you and you will remain liable for all charges to the end of the Contract period as defined in condition 3.;
  - 10.2 You must notify us of termination by delivering to our contact address a completed account cancellation notice which can be obtained from us on request.
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## 11. REFUNDS

- 11.1 On receipt of a valid cancellation notice, we may, at our sole discretion, refund unused time paid.
- 11.2 A cancellation notice must be received prior to the relevant Renewal Date in order for a cancellation to be effective and processed prior to a renewal payment being taken.11.3 Where at our sole discretion we choose to accept a late cancellation notice an administration charge may be applied to any refund issued with the sole exception of



refunds issued in line with our 30 day money back guarantee, in which case no fees are payable.

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## 12. FORCE MAJEURE

- 12.1 We are not liable for any breach of this Contract if the breach was caused by an act of God, insurrection or civil disorder, war or military operations, terrorism, national or local emergency, protests, riot, civil commotion, acts of omissions of government, highway authority or other competent authority, our compliance with any statutory obligation, industrial disputes of any kind (whether or not involving our employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts of omission of persons whom we are not responsible (including in particular other telecommunication service providers), or any other cause whether similar or dissimilar outside our reasonable control provided that, if the event in question continues for a continuous period in excess of 90 days, you shall be entitled to give notice in writing to us to terminate the Contract.
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## 13. PROPER LAW

- This Contract is to be treated as made in England and Wales according to English and Welsh Law and subject to the jurisdiction of the English and Welsh Courts.
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## 14 LIMITATION ON ASSIGNMENT

- 14.1 You must not assign the benefit of this Contract in whole or in part.
  - 14.2 We reserve the right to assign the benefit of this Contract by giving prior written notice of any assignment to you.
  - 14.3 Except with our prior written consent the Service shall not be used by or on behalf of any person other than you or a third party specified on the application form and no condition shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act.
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## GENERAL DATA PROTECTION CONTRACTUAL ADDENDUM

This Addendum dated 3rd May 2018 (the "Addendum") amends, with effect from and including 25 May 2018 (the "Effective Date"), the General Terms and Conditions between IT Assist Services Ltd (registered in England under company number

10026426) trading as My First Website (“My First Website”) and you, (“Controller”) and any other agreements entered into between the parties (the “Agreement”). To the extent this Addendum is not consistent with any terms of the Agreement the terms of this Addendum shall prevail. Other than as indicated herein, capitalized terms and definitions contained herein shall have the same meaning as specified in the Agreement.

- BACKGROUND
- (A) As of 25 May 2018 the General Data Protection Regulation (EU) 2016/679 (“GDPR”) will apply in the EEA replacing Directive 95/46/EC and its local implementing legislation in the UK, the Data Protection Act 1998 (“DPA 1998”). Accordingly, the parties can no longer rely on compliance with the DPA 1998 in the UK as being sufficient for controlling, processing or protecting data.
- (B) In order to comply with its legal and regulatory obligations, the parties wish to update the terms of the Agreement to comply with the GDPR on the terms as set out in this Addendum.
- Therefore, the parties, intending to be legally bound, and in consideration of the needs for both parties to comply with their respective obligations under the GDPR, agree that any data controller, processing and protection provisions (and/or any other provisions in the Agreement relating to the DPA 1998) shall, as at the Effective Date, be deleted and the following clause shall be incorporated into the Agreement:
- 1 DATA PROCESSING
- 1.1 For the purposes of this Agreement the following defined terms shall have the following meanings:

“Data Protection Law” shall mean (a) Data Protection Act 1998; or (b) from 25th May 2018, the General Data Protection Regulation ((EU) 2016/679 (“GDPR”), read in conjunction with and subject to any applicable UK national legislation that provides for specifications or restrictions of the GDPR’s rules; or (c) from the date of implementation, any applicable legislation that supersedes or replaces the GDPR in the UK or which applies the operation of the GDPR as if the GDPR were part of UK national law, which may include the Data Protection Act 2017;
- “personal data”, “controller”, “processor”, “data subject”, and “processing” (and other parts of the verb ‘to process’) shall have the meaning set out in the Data Protection Law.
- 1.2 Each party shall comply at all times with Data Protection Law and shall not perform its obligations under this Agreement in such a way as to cause the other to breach any of its applicable obligations under Data Protection Law.

- 1.3 In the context of this Agreement, My First Website will act as “processor” to the Controller who may act as either “processor” or “controller” with respect to the personal data. Notwithstanding the foregoing, the parties acknowledge that:
  - 1.3.1 where My First Website only provides colocation services under the Agreement My First Website will not be a Processor; and
  - 1.3.2 where personal data is not accessible to My First Website it shall not be a Processor, and therefore, in either case, the obligations of clause 1.7 shall not apply to My First Website.
- 1.4 The Controller represents and warrants to My First Website that with respect to any personal data processed pursuant to this Agreement:
  - 1.4.1 all personal data is necessary for the purpose for which it is processed, accurate and up-to-date (and Controller shall at all times comply with My First Website’s standard acceptable use policy);
  - 1.4.2 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Controller has implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the personal data;
  - 1.4.3 the Controller has obtained all the necessary consents from data subjects to process the personal data and to outsource the processing of any personal data to My First Website and the Controller covenants that it shall notify My First Website in writing if there are any material changes to these consents or to the personal data that My First Website processes under this Agreement; and
  - 1.4.4 it is not aware of any circumstances likely to, and will not instruct My First Website to process the personal data in a manner that is likely to, give rise to a breach of the Data Protection Law (or any other applicable data protection or privacy laws).
- 1.5 The Controller acknowledges and agrees that pursuant to its obligation under Article 28(1) of the GDPR to only appoint processors providing sufficient guarantees to implement appropriate technical and organisational measures to meet the requirements of the GDPR, it has assessed My First Website’s applicable technical and organisational measures and considers them to be sufficient, taking into account the nature, scope, context and purpose of the processing undertaken pursuant to the Agreement.
- 1.6 Controller acknowledges and agrees that it is responsible for ensuring the compliance of any of its businesses, affiliates or subsidiaries located in a territory outside the EEA with Data Protection Law in relation to transfers of personal data from My First Website to Controller.

- 1.7 Where My First Website processes personal data on behalf of Controller, with respect to such processing, My First Website shall:
  - 1.7.1 process the personal data only in accordance with the Agreement (as amended by this Addendum) and the documented instructions of the Controller given from time to time. The Controller acknowledges that My First Website is under no duty to investigate the completeness, accuracy or sufficiency of such instructions and any additional instructions outside the scope of this Agreement (as amended by this Addendum) require prior written approval between My First Website and Controller (including agreement on any fees payable by Controller to My First Website for carrying out such instructions);
  - 1.7.2 only permit the personal data to be processed by persons who are bound by enforceable obligations of confidentiality and take steps to ensure such persons only act on My First Website's instructions in relation to the processing;
  - 1.7.3 protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected (and the Controller shall notify My First Website immediately if the nature of such personal data changes in a material way);
  - 1.7.4 remain entitled to appoint third party sub-processors. Where My First Website appoints a third party sub-processor, it shall, with respect to data protection obligations:
    - (a) ensure that the third party is subject to, and contractually bound by, at least the same obligations as My First Website; and
    - (b) remain fully liable to Controller for all acts and omissions of the third party, and all sub-processors engaged by My First Website as at the effective date of this Addendum shall be deemed authorized;
  - 1.7.5 in addition to the sub-processors engaged pursuant to paragraph 1.7.4 (above), be entitled to engage additional or replacement sub-processors, subject to:
    - (a) the provisions of paragraph 1.7.4(a) and 1.7.4(b) being applied; and
    - (b) My First Website notifying the Controller of the additional or replacement sub-processor, and where Controller objects to the additional or replacement sub-processor, the parties shall discuss the objection in good faith;
  - 1.7.6 notify Controller without undue delay after becoming aware that it has suffered a personal data breach;
  - 1.7.7 at Controller's cost and not more than once in any 12 month period permit Controller (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit (during business hours and on reasonable notice) My First Website's data processing

activities to enable Controller to verify and/or procure that My First Website is complying with its obligations under clause 1.2. Controller shall ensure that it adheres to any applicable My First Website site and security policies in the performance of such audit or inspection;

- 1.7.8 on Controller's reasonable request and at Controller's cost, assist Controller to respond to requests from data subjects who are exercising their rights under the Data Protection Law (insofar as it is reasonable for My First Website to do so);
  - 1.7.9 save where such countries have been deemed by the European Commission to be providing an adequate level of protection pursuant to the relevant provisions of Data Protection Law, not process personal data outside the EEA without the prior written consent of Controller and, where Controller consents to such transfer, to comply with any reasonable instructions notified to My First Website by it. Notwithstanding the foregoing, My First Website is expressly permitted to and instructed by Controller that it may transfer personal data to any My First Website subsidiary and any My First Website subcontractor, subject to first ensuring that adequate protections are in place to protect the personal data consistent with the requirements of Data Protection Law;
  - 1.7.10 on Controller's reasonable request and at Controller's cost, assist (insofar as it is reasonable to do so, taking into account the nature of the information available to the My First Website and any restrictions on disclosing the information, such as confidentiality) Controller to comply with the Controller's obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of the Data Protection Law), comprising (if applicable): (a) notifying a supervisory authority that Controller has suffered a personal data breach; (b) communicating a personal data breach to an affected individual; (c) carrying out an impact assessment; and (d) where required under an impact assessment, engaging in prior consultation with a supervisory authority; and
  - 1.7.11 unless applicable law requires otherwise, upon termination of the Agreement delete or return all personal data provided by Controller to My First Website (except to the extent this is not reasonably technically possible or prohibited by law).
- 2 INDEMNITY
- 2.1 Controller shall indemnify and hold harmless on demand My First Website for any loss, damage, liabilities, penalties, expenses or fines incurred (whether foreseeable or unforeseeable or direct or indirect) ("Losses") as a result of:
    - 2.1.1 the Controller breaching its obligations under clause 1 (Data Processing);
    - 2.1.2 any unsuccessful claim by a data subject when such claim holds both Controller and My First Website as jointly and severally liable under the Data Protection Laws.

- 2.2 Where under Data Protection Law (including without limitation Article 82 of the GDPR) My First Website and Controller incur joint and several liability (as Controller and Processor with any other person) and, as such, My First Website incurs Losses (other than for damage caused by processing where it has not complied with obligations under Data Protection Law specifically directed to Processors or where it has acted outside or contrary to Controller's lawful instructions under the Agreement), Controller shall indemnify My First Website on demand against all such Losses, save for such liability as corresponds directly to My First Website's part of the responsibility for the damage caused by My First Website's breach of the obligations of Data Protection Law or under this Agreement.
  - 3 LIMITATION OF LIABILITY
  - 3.1 Neither party excludes or limits liability to the other party for any matter for which it would be unlawful for the parties to exclude liability.
  - 3.2 Subject to Clause 3.1, with respect to any claim relating to a breach of Data Protection Law or a breach of this Addendum, My First Website shall not in any circumstances be liable to the Controller whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
    - 3.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill; and
    - 3.2.2 any loss or corruption (whether direct or indirect) of personal data or information;
  - 3.3 Subject to Clause 3.1, My First Website' total aggregate liability to the Controller in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with a breach of Data Protection Laws or a breach of this Addendum or any collateral contract shall in all circumstances be limited to the greater of:
    - 3.3.1 the Charges paid or payable by Controller to My First Website under the relevant Agreement in the Initial Term; or
    - 3.3.2 the total Charges paid or payable by the Controller to My First Website under the relevant Agreement in the contract year concerned.
  - 4 GOVERNING LAW AND JURISDICTION
  - This Addendum 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 laws of England. The parties agree that the courts of England will have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) arising from or in connection with the Addendum.
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## Domain Registrations

When registering a domain name customer are entering into an agreement with not only My First Website but also the domain registry.

Please see the domain registry terms and conditions below:

<http://www.nominet.uk/go/terms>

<https://www.enom.com/terms/>

## Customer Contact

We endeavour to respond to all contacts within 5 working days.

## Support Services

We endeavour to respond to all requests within 5 working days.

**What we provide:** We shall use our reasonable endeavours to correct any errors or omissions in the Services as soon as practicable during Business Hours on Business Days after receiving full and clear information on them. However, since we do not guarantee that the Services will be free from faults, we shall provide support accessed by means of a ticketing system available through your Account for you to use for us to deal with any faults and also for answering queries ("**Support Services**"). We shall use our reasonable endeavours to respond to a request for Support Services within a reasonable time, but we cannot guarantee any particular result or outcome nor within any particular time.

In particular, without limitation, we may need to obtain support in turn from a third party that assists us with the provision of the Support Services.

**Exclusions:** The following are expressly excluded from the Support Services:

rectification of lost or corrupted Material;

rectification of any failure by you to take appropriate backups;

resolving faults or defects that arise as a result of your failure to comply with this Agreement or any other agreement between you and us; and

changing or updating in any way the content of any website that is the subject of this Agreement.

We may provide any of the excluded services listed in this Clause as part of the Support Services at our absolute discretion.

**Charges:** We provide the Support Services with every Agreement as an inclusive part of the Services, at no extra charge.

## Complaints

We value your satisfaction with the Website and the Services. If you have a complaint, you should contact us by means of the Support Services. We will try to address any such complaints you may have as soon as reasonably possible. If you feel that your complaint was not addressed to your satisfaction, then you may escalate your complaint by means of a request via the support desk. Upon receipt of such notice, your complaint will be assessed by a company director and a full response will be made within 15 Business Days.

## Abuse

For any abuse complaints, please send an email to [abuse@myfirstwebsite.co.uk](mailto:abuse@myfirstwebsite.co.uk)