# Terms of Service

KOODOS is a sole trader company seated in England and having its registered office address at 66 Rainsford Road, Stansted, Essex, CM24 8EA, United Kingdom (KOODOS, 'our', 'we' or 'us').

KOODOS aims to provide a wide range of Internet services to our customers that include but are not limited to shared web hosting

This agreement sets out the terms and conditions upon which we will provide the products and services detailed on our Website to you. Your use of our services means that you accept, and agree to abide by all the terms set out here.

1. Definitions In this agreement, unless the context otherwise requires:
    1. 'the Charges' means the charges to be paid by the Customer for the Services as specified in the schedule;
    2. 'confidential information' means all business, technical, financial or other information created or exchanged between the parties;
    3. 'the Contact Details' means the contact details for the parties including postal address, fax number and email address, and the names of the parties' respective representatives specified in the schedule;
    4. 'the Content' means all text, graphics, logos, photographs, images, moving images, sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the Website;
    5. 'the Customer' means you the person or entity ordering a product or service from us via our Website;
    6. 'the Customer Software' means the software used in the Website owned by the Customer, or licensed to him by a third party or KOODOS, but shall not include KOODOS' Software or platform;
    7. 'DNS' stands for domain name system;
    8. 'expert's decision' means a decision of an expert made in accordance with the procedures set out in clause 16;
    9. 'the Initial Term' means the initial term for the supply of the Services as specified in the schedule;
    10. 'intellectual property rights' means patents, trade marks, design rights, applications for any of the foregoing, copyright, topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, in each case whether registrable or not in any country;
    11. 'an IP address' stands for an internet protocol address;
    12. 'ISP' stands for internet service provider;
    13. 'the Services' means the services provided to the Customer by KOODOS as specified in the schedule;
    14. 'the Software' means the Customer Software and KOODOS Software;
    15. 'KOODOS Network' means that part of the Internet that is directly under the control of KOODOS;

16. 'KOODOS Software' means the software and related documentation owned by or licensed to KOODOS including any upgrades or related documentation, as specified in the schedule;
17. 'the Terms of Payment' means the terms of payment of the Charges specified in the schedule and/ or as set out on our Website;
18. 'upgrades' includes all updates, upgrades, enhancements, corrections, modifications, new releases, new versions and bug fixes in object code form only from time to time issued or made available by KOODOS;
19. 'URL' stands for universal resource locator;
20. 'virus' means a computer program that copies itself or is copied to other storage media, including without limitation magnetic tape cassettes, memory chips, electronic cartridges, optical discs and magnetic discs, and destroys, alters or corrupts data, causes damage to the user's files or creates a nuisance or annoyance to the user and includes without limitation computer programs commonly referred to as 'worms' or 'trojan horses';
21. 'visitor' means a third party who has accessed the Website;
22. 'the Website' means the website identified in the schedule;
23. 'the Website Maintenance Services' means the services to be provided by KOODOS to the Customer in relation to the Website as detailed in the schedule.

2. Interpretation In this agreement unless otherwise specified:
    1. reference to a subsidiary or holding company is to be construed in accordance with the Companies Act 2006 section 1159;
    2. reference to a party is reference to a party to this agreement and includes its permitted assignees and the respective successors in title to substantially the whole of its undertaking;
    3. reference to a person includes any person, individual, company, firm, corporation, government, state or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;
    4. words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
    5. reference to a numbered clause, paragraph or schedule is to that clause, paragraph or schedule of this agreement;
    6. 'this agreement' shall, unless the context otherwise requires, mean and include the schedule;
    7. 'control' is to be construed in accordance with the Income and Corporation Taxes Act 1988 section 416 and 'controlling' and 'controlled' shall be construed accordingly;
    8. 'includes' and 'including' mean includes and including without limitation; and
    9. the index to and the headings in this agreement are for information only and shall be ignored in construing it.

3. Duties
    1. Subject to the terms and conditions of this agreement, KOODOS shall provide the Services to the Customer.
    2. The Customer shall deliver the Website and the Customer Software to upload on a server provided by KOODOS in such format that KOODOS shall specify.

# KOODOS

4. Charges and Payments

   1. The Customer shall pay the Charges to KOODOS according to the Terms of Payment.
   2. The Customer agrees to automatic and recurring billing for the Services and that Payment Details will be stored in a secure environment for future payments.
   3. The Charges shall be payable in either UK Pound Sterling.
   4. Value Added Tax (VAT) is charged to any Customer residing within the UK. VAT shall also be charged to any customer within the Europe VAT area unless KOODOS are provided with a valid VAT number (excludes UK) which validates with the VAT Information Exchange System (VIES). Prices advertised exclude VAT.
   5. The Customer may request a cancellation of The Services at any time via KOODOS's cancellation request form, or via billing support ticket within the My KOODOS customer portal. No refund or credit will be provided for any unused portion of The Services in the event of cancelation. By way of example if the Customer signs up on an annual basis and cancels 8 months into the 12 month cycle; the Customer shall not be refunded or credited for the remaining 4 months.
   6. KOODOS provides a 30 days money back guarantee for services marketed as "Premium Web Hosting" or "Managed Cloud Server" and purchased under a new customer account. The guarantee is not applicable to any other area of the Services including add-ons, domain names, domain add-ons, third party licenses, nor regular billing term renewals of existing services. To make a claim under the guarantee, the customer must open a billing support ticket through the My KOODOS customer portal.
   7. There must be an explicit cancellation request, from the customer, for each active service that they wish to discontinue.
   8. Payments made by means other than credit card are non-refundable and are not eligible under the 30 days money back guarantee.
   9. The Customer may cancel a domain name registration by way of disabling "automatic renewal" in the "Manage Domain Names" section of the My KOODOS customer portal, up until 30 days prior to the renewal date for the domain name. If automatic renewal is left enabled, the Customer agrees to the Charges at the current advertised rates.
   10. The Customer agrees that the Charges for domain name renewals may vary from the original registration price.
   11. KOODOS may charge the Customer interest in respect of late payment of any sum due under this agreement, at a rate of 4% a year above the base rate from time to time of The Royal Bank of Scotland PLC. or the assignee or successor in title of substantially the whole of its undertaking, from the due date for payment until payment is received.
   12. All invoices must be paid within the time period stipulated on the invoice. If payment is not made in full and five (5) days have elapsed from and including the date payment was due, KOODOS reserves the right to suspend the Services and after a further fourteen (14) days terminate the Services and delete the Customer's Software, Content and any other data that forms part of the Services.
   13. In the event of any suspension of the Services due to the Customer being in billing default, the Customer agrees that automatic and recurring billing shall continue throughout the suspended period.

14. The Customer agrees to be held liable for all outstanding invoices and agrees KOODOS has authorization to charge the Payment Details for any outstanding invoices at any time.
15. In the event of non-payment for a domain name renewal, the Customer agrees that KOODOS reserves the right to suspend other portions of the Services until payment is received and may forfeit ownership of the domain name.
16. No changes. Current section 10.

5. IP Addresses
    1. The Customer acknowledges that he has no right, title or interest in the IP address allocated to him, and that any IP address allocated to him is allocated as part of the Services and is not portable or otherwise transferable by the Customer in any manner whatsoever.
    2. If an IP address is renumbered or reallocated by KOODOS, KOODOS shall use its reasonable endeavours to avoid any disruption to the Customer.
    3. The Customer agrees that he will have no right, title or interest to the IP address upon termination of this agreement, and that the acquisition by the Customer of a new IP address for the Website following termination of this agreement shall be the exclusive responsibility of the Customer.

6. Software licence and rights
    1. If and to the extent that the Customer requires use of KOODOS Software in order to use the Services, KOODOS grants to the Customer a royalty-free, world-wide, non-transferable, non-exclusive licence to use KOODOS Software in object code form only. The Customer has the right to authorise its employees, agents and third party consultants and contractors to use KOODOS Software as aforesaid provided that such use is consistent with the terms of this agreement.
    2. The Customer grants to KOODOS a royalty-free, worldwide, non-exclusive licence to use the Content and the Customer Software in relation to its obligations under this agreement in connection with the provision of the Services.
    3. Except as expressly set out in clauses 6.1 and 6.2, this agreement does not:
        1. transfer or grant to the Customer any right, title, interest or intellectual property rights in KOODOS Software;
        2. transfer or grant to KOODOS any right, title, interest or intellectual property rights in the Customer Software.
    4. The Customer agrees that he will not himself, or through any parent, subsidiary, affiliate, agent or other third party:
        1. copy KOODOS Software except as expressly permitted under this agreement or by law;
        2. sell, lease, license or sublicense KOODOS Software or the documentation connected with it; or
        3. use any confidential information of KOODOS.
    5. If the Customer is permitted to make any copies of KOODOS Software, the Customer must reproduce all proprietary notices of KOODOS, if any, on the copies.

7. Service levels – standards and interruptions and backups
    1. The Customer accepts that there will inevitably be some downtime and outages, including emergency and previously scheduled windows for router, switch or server maintenance.

2. The Customer shall ensure that it maintains adequate backups of the Customer Software and any other information or data that it uploads to the KOODOS computers and servers.
3. The Customer shall ensure that it does not exceed the bandwidth or computer memory stipulations which KOODOS determines in its sole discretion and notifies to the Customer from time to time. Further if the size of an email mailing list used by the Customer exceeds any agreed or stipulated size, level or frequency and KOODOS determines in its sole discretion that suspension is necessary to protect all and any internet solutions provided by KOODOS from time to time, KOODOS will proceed to suspending its Services to the Customer. At all times the Customer must adhere to the Acceptable Use Policy, any breaches of the Acceptable Use Policy allow KOODOS to suspend and / or terminate the Services as KOODOS in its sole discretion deems necessary.

8. Website content and data
   1. The Customer shall not distribute in the Content on the Website any material or other information that:
      1. infringes any intellectual property rights;
      2. is in breach of any law, statute, or regulation;
      3. is defamatory, libellous, unlawfully threatening or harassing;
      4. is obscene, pornographic or indecent;
      5. contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information; or
      6. is not solicited.
   2. For the avoidance of doubt, KOODOS does not monitor, and will have no liability for the contents of, any communications transmitted by virtue of the Services.
   3. The Customer grants to KOODOS a non-exclusive, royalty-free licence, during the term of this agreement, to use, store and maintain the Content on a server for the purposes of providing the Services in accordance with this agreement. KOODOS may make such copies as may be necessary to perform its obligations under this agreement, including backup copies of the Content. Upon the termination or expiration of this agreement, KOODOS shall (within 60 days of termination) destroy the Content and other materials provided by the Customer.
   4. This agreement does not transfer or grant to KOODOS any right, title, interest in any intellectual property rights in the Content, except for the rights expressly granted in this agreement.

9. Warranties
   1. KOODOS warrants to the Customer that all services provided to the Customer by KOODOS shall be provided with due care and skill.
   2. The Customer warrants to KOODOS that:
      1. KOODOS's use of the Content or the Customer Software in accordance with this agreement will not infringe the intellectual property rights of any third party anywhere in the world;
      2. it has the rights, power and authority to license the Content and the Customer Software to KOODOS as set out in clause 6.2; and
      3. the Software is all the software used in the Website.

# KOODOS

3. Save as expressly set out in this agreement all representations, warranties, terms and conditions whether oral or written, express or implied by law, custom, statute or otherwise and including but not limited to satisfactory quality or fitness for any particular purpose are excluded. In particular and without prejudice to that generality, whilst KOODOS shall take reasonable care to avoid passing on any viruses or introducing them to the Customer KOODOS shall not be liable to the Customer as a result of any virus introduced or passed on to him. The Customer is advised to check the Website regularly for viruses.

10. Confidentiality
    1. Both parties shall keep any confidential information relating to the other confidential. The obligations of the parties under all provisions of this clause shall survive the expiry or the termination of this agreement for whatever reason for a further period of 2 years from and including expiry or termination.

11. Liability
    1. To the fullest extent permitted by law KOODOS shall not be liable for any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this agreement.
    2. KOODOS shall not be liable to the Customer for any indirect or consequential loss Customer may suffer even if the loss is reasonably foreseeable or KOODOS has been advised of the possibility of the Customer incurring it.
    3. To the fullest extent permitted by law in the event that KOODOS is found liable under clauses 11.1 and 11.2 under this Agreement, KOODOS's liability shall be limited to the sum of £200.

12. Term and termination
    1. This agreement shall commence on the date set out in the schedule and shall continue for the Initial Term and thereafter the Customer may cancel by submitting a cancellation request via email to their account manager.. Upon termination the Customer's Software, Content and any other data shall be deleted within 60 days of termination. KOODOS may cancel this agreement after the Initial Term by providing the Customer with 1 months written notice of the same. If the Customer is in breach of any clause of this agreement or any clause of the Acceptable Use Policy during the Initial Term then KOODOS reserves the right to immediately terminate this agreement upon provision of written notice. If the agreement is terminated in this way then the Customer will not be due a refund or service credit of any kind.
    2. In any event either party may terminate this agreement with immediate effect by written notice to the other party on or at any time after the occurrence of any of the following events:
        1. the other party being in breach of an obligation under this agreement and, if the breach is capable of remedy, failing to remedy the breach within 28 days after receipt of a written notice of the breach and requiring its remedy;
        2. the other party passing a resolution for winding up, a court of competent jurisdiction making an order for the other party's winding up or the

presentation of a petition for the other party's winding up which is not dismissed within seven days (other than, in each case, for the purposes of solvent amalgamation or reconstruction where the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the other party's obligations under this agreement);

3. the making of an administration order in relation to the other party or the appointment of a receiver over or an encumbrancer taking possession of or selling an asset of the other party; or

4. the other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.

3. Termination of this agreement for whatever reason shall not affect:

1. the accrued rights and liabilities of the parties arising in any way out of this agreement as at the date of termination and in particular but without limitation the right to recover damages against the other; or

2. provisions expressed to survive this agreement, which shall remain in full force and effect.

4. Upon termination KOODOS shall be permitted to disable your access to its Services and for it to delete any data stored on its computer systems.

13. Assignment

1. The Customer shall not assign, transfer, or sub-contract the benefit and/ or burden of this agreement, make it the subject matter of a trust or in any other manner make it over to any third party without the prior written consent of KOODOS, which consent shall not be unreasonably withheld.

2. KOODOS may assign, transfer, or sub-contract the benefit and/or burden of this agreement, make it the subject matter of a trust or in any other manner make it over to any third party.

14. Force Maejure

1. 'An event of force majeure' means, in relation to either party, an event or circumstance beyond the reasonable control of that party including (without limitation) any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out or trade dispute or labour disturbance, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet service provider, war, military operations, act of terrorism or riot, delay or failure in manufacture, production or supply by third parties of equipment or services.

2. The party suffering the event of force majeure shall not be deemed to be in breach of this agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event of force majeure.

3. If the event of force majeure in question prevails for a continuous period in excess of 3 months after the date on which it began, the other party may give notice to the party suffering the event of force majeure terminating this

agreement. The notice to terminate must specify the termination date, which must be not less than 30 clear days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice.

15. Dispute Resolution
    1. All disputes at any time arising between the parties that cannot be resolved between the parties may be referred to an expert in accordance with the remaining provisions of this clause.
    2. The expert shall have appropriate qualifications and practical experience to resolve the particular dispute and be agreed by the parties or in the event of failure to agree shall be appointed by the President for the time being of the British Computer Society.
    3. The parties shall promptly furnish to the expert all information relating to the particular dispute reasonably requested by him, imposing appropriate obligations of confidence.
    4. The expert shall be required by the parties to use all reasonable endeavours to render its decision within 30 days following its receipt of the information requested or if this is not possible so soon thereafter as may reasonably be practicable and the parties shall co-operate fully with the expert to achieve this objective.
    5. The parties shall share equally the fees and expenses of the expert. The decision of the expert shall be final and binding upon each of the parties.
    6. For the avoidance of doubt the provisions of this clause provides for a form of advanced dispute resolution and is not a reference to arbitration.

16. Costs
    1. Each of the parties shall be responsible for its respective legal and other costs incurred in relation to the preparation of this agreement.

17. Conflict of terms
    1. Except as otherwise expressly provided in this agreement in the event of any conflict between the terms of this agreement or the Website terms of use or in fact any terms supplied by the Customer, the terms of this agreement shall prevail.

18. Waiver
    1. A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.
    2. No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.
    3. No breach of any provision of this agreement shall be waived or discharged except with the express written consent of the parties.

19. Invalidity

1. If any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, whether pursuant to any judgment or otherwise:
    1. the validity, legality and enforceability under the law of that jurisdiction of any other provision; and
    2. the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision, shall not be affected or impaired in any way.
2. If any provision of this agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, that provision shall be divisible from this agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this agreement, the parties shall use their best endeavours to negotiate in good faith with a view to agreeing a substitute provision as closely as possible reflecting the commercial intention of the parties.

20. Remedies
    1. The rights and remedies provided for by this agreement are cumulative with and not exclusive of any rights or remedies provided by law.
    2. Without prejudice to any other rights or remedies of the parties, each party acknowledges for the benefit of the other that damages might not be an adequate remedy for any breach of the provisions of this agreement and that, accordingly, either party shall be entitled without proof of special damage to the remedies of injunction and specific performance and other equitable remedies for any threatened or actual breach of the provisions of this agreement by the other.

21. Notices
    1. Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing and shall be delivered personally or sent by fax or prepaid first class post (air mail if posted to or from a place outside the United Kingdom) in the case of KOODOS to the address set out at the head of this agreement and in the case of the Customer to the address details of which shall be provided on signing up and subscribing to our Services. Alternatively notices can be served through the My KOODOS area on our website.
    2. Notices shall be deemed to have been duly given or made as follows:
        1. if personally delivered, upon delivery at the address of the relevant party;
        2. if sent by first class post, two business days after the date of posting;
        3. if sent by air mail, 5 working days after the date of posting; and
        4. if sent by fax, when despatched;
        5. if via the My KOODOS area on our Website, 1 business day after sending.
    3. Provided that if, in accordance with clause 22.2, any such notice, demand or other communication would otherwise be deemed to be given or made after 1700 hours, it shall be deemed to be given or made at the start of the next business day.

4. A party may notify the other party to this agreement of a change to its name, relevant addressee, address or fax number for the purposes of the above clause provided that such notification shall only be effective on:
   1. the date specified in the notification as the date on which the change is to take place; or
   2. if no date is specified or the date specified is less than 5 business days after the date on which notice is given, the date falling 5 business days after that date.

22. Entire agreement
    1. This agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this agreement save for any representation made fraudulently.
    2. KOODOS may update or amend these Terms of Services, the Acceptable Use Policy, the Privacy Policy, Data Progressing Agreement or the technical specifications of the Services from time to time to comply with the law or meet our changing business requirements. The Customer agrees to review these Terms of Service regularly to ensure they are aware of any changes.

23. Relationship of the parties
    1. Nothing in this agreement and no action taken by the parties pursuant to this agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture, the agents of each other or any other co-operative entity.
    2. The Customer grants KOODOS a non-exclusive, worldwide, royalty-free, fully paid-up license to use the Customer's trademarks, trade names or logos for the purposes of being listed as a customer of the Services by KOODOS in marketing materials.

24. Governing law and jurisdiction
    1. This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to it or its formation, shall be governed by and construed in accordance with the laws of England. The parties irrevocably submit to the exclusive jurisdiction of the courts of England to hear and determine any suit, action or proceedings or settle any disputes arising out of or in connection with this agreement and to enforce any judgment against their respective assets.

25. Exclusion of third party rights
    1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.