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Terms of Service

1. Purpose

These Terms of Service (“TOS”) are a contract between you, or the entity on whose behalf you are executing this agreement (“you” or “your”), and DanumHost Limited. (“DanumHost”, “DanumHost.co.uk”, “we”, “us”, or “our”). By corresponding with us, browsing our web properties, or using our Services, you agree to abide by these TOS, our Acceptable Use Policy, our Support Policy, our Refund & Billing Policy, our Privacy Policy, our Server Maintenance Policy, each of which is integrated into the TOS by reference (together, the “Policies”). These TOS may be modified from time-to-time and, by continuing to use our Services, you agree to be bound by the modifications. The most recent version of these TOS can always be found here.

2. Customers

While we facilitate your business on the Internet, we are an independent contractor. We only have control of the products and services we provide directly, and are not liable for your actions, the actions of third party service providers, or the actions of individuals who use your products and services (“End Users”).

3. Services

DanumHost provides a number of services and products to its customers, which are collectively referred to in these TOS as the “Services”. Regardless of whether you pay for a Service or it is provided as part of a package or for free, any Service you request or allow to be provided by DanumHost is included as part of the “Services” we refer to in these TOS and the Policies. All Services are subject to each of our Policies. Services may also be provided by third parties and their terms of service or use that may contain additional or different terms will also apply to your use of their services. We may change the specifications or details of the Services at any time but we have no obligation to change the Services. Additionally, the third parties we contract with to provide Services may change their offering between the time of purchase and the date the Services are delivered. We will use commercially reasonable efforts to inform you of changes to the Services.

Knowledgebase. Additional information on our Services, including those listed below, can be found in our Knowledgebase, located at: <https://www.danumhost.co.uk/knowledgebase>. These TOS govern where they are in conflict with anything posted in the Knowledgebase.



Services Offer. DanumHost offers a number of different products and services, including those listed below. These TOS and our Policies apply to all Services, whether or not listed below. Details are available on the websites indicated and the details at those websites does not modify or supplement these TOS or our Policies.

Shared Web Hosting (Linux or Windows based): <https://www.danumhost.co.uk/knowledgebase>

Email Hosting (POP3, SMTP, IMAP): <https://www.danumhost.co.uk/knowledgebase>

Domain Registration: <https://www.danumhost.co.uk/knowledgebase>

These Services enable certain software and development options, including those located at:
<https://www.danumhost.co.uk/knowledgebase>.

Terms Specific to Domain Name Services.

We resell domain names. When you apply to register a domain name, your request is transmitted to Reseller Club (www.resellerclub.com). By using our Domain Name Services, you agree to be bound by Reseller Club's domain name registration policies and procedures, so please read them. These policies and procedures are available at: <https://uk.resellerclub.com/legal-agreements>, because of the mechanics of domain name registration, we cannot guarantee that your domain name will be registered. After registration, it is your responsibility to ensure your domain name does not lapse, for whatever reason, and we are not responsible for any lapse or any damages caused by any lapse.

It is your sole responsibility to fully investigate and ensure that the domain name you register does not infringe on the legal rights of others. We do not check to see whether a domain name you register or use infringes on the legal rights of any third party and we suggest you seek advice of legal counsel before registering any domain.

DanumHost will use commercially reasonable efforts to comply with any legal order to cancel, modify, or transfer your domain name. ICANN's Transfer Policy requires a 60-day transfer lock to apply to your domain name(s) in the event of any "Change of Registrant." DanumHost currently locks your domain name for any change involving your Whois information. This feature is designed to protect your domain from any unauthorized attempt to transfer your domain. We do not offer an option to opt out of the 60-day transfer lock. Any "Change of Registrant" as defined by ICANN's Transfer Policy will subject the domain to a 60 days transfer lock. Please note that the parameters that trigger the 60-day transfer lock are subject to change. The current parameters which trigger the 60-day lock include: (A) change of registrant First Name, (B) change of registrant Last Name, (C) change of registrant Organization Name, (D) change of registrant Email. You also agree and understand ICANN's policies for Domain Verification and any other current or future policies they might enact. More information can be found here: <https://www.enom.com/raa/>, <http://www.icann.org/en/resources/registrars/registrant-rights/educational>, and <http://www.icann.org/en/resources/registrars/registrant-rights/benefits>

Terms That Apply to All Hosting Services.

Our Hosting accounts are allocated bandwidth depending on the package you select. The bandwidth for Services purchased does not rollover and is not creditable across periods. In the event you require more bandwidth than you have purchased, your account may be suspended until the next period, you may purchase additional bandwidth by upgrading your account, your account may be terminated for a violation of the terms of the package you purchased, or we may charge you an additional fee for the overage, in our sole discretion.



In using our hosting Services, you may not place excessive burdens on our CPUs, servers, or other resources, including our customer support services. You understand that bandwidth, connection speeds, and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers may result in our need to place restrictions on your use of the Services, including suspension or termination of your account or a reduction in bandwidth available for your use (also known as bandwidth throttling), in our sole discretion. You agree that we may place restrictions on your use of the Services or customer support services to the extent that they exceed the use of these resources by similarly situated customers.

Terms That Apply to Particular Hosting Services.

For all Unmanaged Hosting Services, you are solely responsible for providing the firewalls and software and for all installation, maintenance, security, and backup for the Unmanaged Hosting Services.

If you utilize Managed or Unmanaged Hosting Service with Root Access, you acknowledge that you are solely responsible for any changes you make while using such access and DanumHost may not be able to correct any changes, recover data, or reverse any damage you do when using Root Access capabilities. We will use commercially reasonable efforts to troubleshoot issues upon request, as stated in our Support Policy, located at: <https://www.danumhost.co.uk/>.

For Shared Web Hosting, the terms “unlimited” and “unmetered” are defined by our experience with similarly situated customers. This means that your use of our resources may not exceed that of similarly situated customers. You agree that we may remove impermissible materials from our servers at any time in our sole discretion without notice. We may also delete the following types of files if we find them to be using excessive amounts of disk space, especially if affecting other customers: (i) cPanel or other backups stored locally, (ii) Softaculous backups stored locally, (iii) Softaculous backup temp files, (iv) Common CMS backups stored locally, (v) Common CMS backup temp files, (vi) Common CMS backup logs, (vii) excessively sized error logs, and (viii) any other large files deemed unnecessary for core website functionality or not containing any valuable data.

Email Hosting enables a user to use specific Services, including cPanel services, to create or delete email accounts, manage passwords, set mailbox space quotas, or configure other server-specific settings. Email Hosting services are subject to certain storage limitations and we auto-delete email in your trash or deleted folder after such email becomes more than three hundred and sixty-five (365) days old in order to help you manage storage limits. We may also delete mail in your spam or bulk mail folder after such email becomes more than thirty (30) days old in order to help manage storage limits. You should backup and save your emails locally to ensure they will be available when needed. If an email is deleted, we will use commercially reasonable efforts to retrieve such email but cannot guarantee recovery of any emails. Email accounts may be subject to storage quotas specified in a particular package.

Our Email Hosting Services do not ensure that your inbound and outbound emails will be delivered; settings beyond our control may impact email deliverability, including emails being sent to a spam folder or emails not being delivered at all. IP address blacklisting beyond our control may also affect email delivery.

Our Email Hosting service is designed for sending email only with no other attachments of services or products DanumHost may offer. As part of this package we do not allow any account to be used for sending email's which may be seen as spam. Should this be highlighted to our team, your full hosting account will be suspended pending investigation and a possibility of your account being closed. A full refund will be given for that account for any full months of hosting remaining. Purchased domain names will not be refunded as these will be registered to



yourself/company and is your property. Should you require a full backup of your content then this can be done by request.

4. Access

You will not have physical access to any of the servers on which your data is stored. These servers will often be shared with third parties. Use by any third party may affect your use and administration of the server. You shall not take any actions to limit the use of or alter the server or Service functionality or the functionality of any related equipment.

5. Control Panels

cPanel is provided through a third party. When you subscribe for use of cPanel with any of the Services, you agree to be bound by cPanel's End User License Agreement, available at: <http://cpanel.com/legal-store.html>. Please be sure to review cPanel's End User License Agreement before use of cPanel-related Services.

6. Enrolment; Account Information

Enrolment. You warrant that before you use any of the Services or sign up for an account that you are at least 18 years of age and have the authority to bind yourself or the entity you represent to these TOS. You may be subject to a credit check and screening for potential fraud and accurate information must be supplied for purposes of this screening. Further, before using the Services, you represent and warrant to DanumHost that: (i) you have the experience and knowledge necessary to use the Services; (ii) you understand and appreciate the risks inherent to you, your business and your person, which come from using the Services in particular, and doing business on the Internet in general; and (iii) you will provide us with material that may be implemented by us to provide the Services.

Account Information. You are required to provide us with accurate information when setting up your account. You must also keep this information, including your email address, up to date during the course of our relationship. On occasion, we may need to communicate with you by email about the Services. We have no responsibility, or liability, for interruptions in the Services, or damages of any sort, based on email communications that are misdirected or blocked by a third-party application as a result of your failure to maintain updated account and contact information or for circumstances beyond our control.

Account Security

You are responsible for all actions that are performed with, by, or under your account credentials whether done by you or by others. All account access, password, and other security measures are your responsibility. DanumHost is not liable for any damages, direct or indirect, that result from unauthorized account access or use.

In addition to terms under the Support Policy, located at <https://www.danumhost.co.uk/>, in connection with support services, you will be responsible for all authorized actions taken by our support personnel using your login. Before you request support, you should backup your data.

You agree to give DanumHost permission to access your accounts for the purpose of troubleshooting technical issues with the account or server and to confirm compliance with all of our policies. We also conduct automated scans of data for security purposes and reserve the right to change permissions, modify files or quarantine files that are deemed to be malicious in nature.

8. Term of Agreement; Billing & Payment.



Term. We are not bound to perform Services until we receive payment from you, when you have checked out through our web platform (the “Effective Date”). We will begin delivery of the Services on the Effective Date and continue until the date set out on the page describing the Services located at <https://www.danumhost.co.uk> (“Initial Term”). If the page describing the Services does not contain an Initial Term, the Initial Term shall be one rolling month.

AUTOMATIC RENEWAL. The Initial Term will **AUTOMATICALLY RENEW** for successive periods of equal duration (each a “Renewal Term”). For more information on automatic renewal, please see our Refund and Billing Policy located at: <https://www.danumhost.co.uk/knowledgebase/>. If you wish to discontinue the Services, you need to notify us before automatic renewal for a Renewal Term. You can notify us by:

Submitting a cancellation at least one (2) days before the beginning of a Renewal Term through your account once logged in. You can also find more information on this located in our knowledge base located at <https://www.danumhost.co.uk/knowledgebase/> or by speaking to one of our advisers through the ticket system.

Contacting us at least fifteen (15) days before the beginning of a Renewal Term by sending an email to billing@danumhost.co.uk or contacting us through our customer portal at <https://www.danumhost.co.uk>.

Termination. Regardless of the method of termination by you, valid proof of account ownership and authorization to cancel are required to terminate an account.

Termination for Convenience.

Either party may terminate the Services for convenience upon fifteen (15) days prior by providing written notice to the other. We only accept cancellations through our online cancellation process as mentioned above. If you terminate for convenience, you will be responsible for all charges for the duration of the then active Initial or Renewal Term. For details on our Anytime Money Back Guarantee, please see our Refund & Billing Policy, located at <https://www.danumhost.co.uk/knowledgebase/>.

Before cancelling, please contact us and request an escalation of your issue if your cancellation is due to unsatisfactory services or an unsatisfactory answer to a previous issue. If your agreement with us is for a set term, please contact us prior to cancelling to determine what your charges will be in connection with the termination. All cancellation requests need to be submitted through our online cancellation form found at <https://www.danumhost.co.uk/> and then by logging into your account.

DanumHost Termination.

We reserve the right to immediately suspend or cancel the Services without notice: (a) for a violation of these TOS, including any of our Policies; (b) for your failure to pay any amounts due, (c) to prevent a service interruption by an Internet Service Provider or other network services provider, or (d) to protect the integrity of DanumHost’s network or the security of the Services. You are not entitled to notice or protest should we exercise these rights. Upon termination, your account will be closed, data deleted, and all fees and charges due and payable must be paid to us. Once your account is closed, we have no responsibility to: (x) forward email, or other communications or (y) maintain any data backup that predates the termination date. If allowed, you are encouraged to keep the Service active during a transition period should you seek to forward your email or other communications. If we suspend or terminate your use of our Services because you have violated these TOS, including any of our Policies, we will not provide you with a credit.



For Breach. You may terminate the Services upon the occurrence of a material breach by DanumHost, which has not been cured within ten (10) days of our receipt of written notice of the breach. A material breach does not include any of the items listed in Section 19(b). Notice of a material breach must contain sufficient detail for us to identify the breach and attempt to take corrective action.

Post Termination Access. If we are able to provide data from backup in an account that has been terminated, you will be subject to a one-time charge of twenty-five pounds (£25) or more to cover the cost of the access. All data in accounts that are not renewed or are terminated will be removed from our servers and will likely be irretrievably lost. Any domain registration packages associated with these accounts will also be cancelled.

Billing, Refund & Payment. Please see our Refund & Billing Policy, located at: <https://www.danumhost.co.uk/knowledgebase/> for additional details on billing, refunds, and payment processes and procedures.

9. Anytime Money Back Guarantee

We don't want any customers to leave. However, if you do want to leave, we offer an Anytime Money Back Guarantee that will allow you to receive a full or partial refund of certain fees. For details on this policy, please see our Refund & Billing Policy, located at: <https://www.danumhost.co.uk/knowledgebase/>.

10. Use of the Services

Your use of the Services is governed by these TOS, including our Policies. DanumHost provides no guarantee that the Services will be uninterrupted, or continuous, or that you will be able to access DanumHost's network at a particular time, or that any data transmitted by DanumHost is accurate, error free, virus free, secure, or inoffensive.

11. Testimonials

You may provide us with a written or verbal endorsement of our Services in connection with your use of the Services ("Endorsement"). The Endorsement will be the actual first-hand account of your experience using our Services and we may, at our discretion, use the Endorsement to promote our Services in-person, in print, online, and all other media. We may also edit the Endorsement for brevity or other reasons, so long as it is consistent with your original Endorsement. In connection with our use of your Endorsement, you hereby agree that we may use your first name, last initial, home state, voice or likeness, and/or contact information in connection with its publication of the Endorsement. If, at any time, you want us to stop using your Endorsement, please contact us using the contact information in Section 19 and we will cease using the Endorsement soon after processing your request.

12. Data Backups

You acknowledge that it is solely your responsibility to regularly back-up and maintain copies of your data outside of DanumHost's network. DanumHost is not responsible for any data loss or corruption, including that resulting from: (i) our authorized actions, (ii) those actions you take using the Services, (iii) hardware failures, (iv) any software or other technology failures, or (v) account termination, cancellation, or suspension.

13. Licenses; Intellectual Property; Data Ownership

Services performed or provided by DanumHost are not a "work made for hire" and we hereby grant you a license to use the Services and technology under the terms of these TOS, including our Policies. The license is non-



exclusive, non-transferable, non-sublicensable worldwide, and royalty free and terminates when you or DanumHost terminates the Services.

All right, title and interest in DanumHost's technology shall remain with DanumHost, or DanumHost's licensors. You are not permitted to circumvent any devices designed to protect DanumHost, or its licensors', ownership interests in the technology provided to you. In addition, you may not reverse engineer this technology.

We use all information we gather as specified under the terms of our Privacy Policy. You hereby grant DanumHost, and any third parties used by DanumHost to provide the Services, a non-exclusive, non-transferable, worldwide, royalty free license to use, disseminate, transmit and cache content, technology and information provided by you and, if applicable, End Users, in conjunction with the Services.

For information on how we share data and other confidential information, please see our Privacy Policy, located at <https://www.danumhost.com/knowledgebase/>.

14. DanumHost's Warranty

DanumHost warrants that it will perform the Services in accordance with prevailing industry standards. To make a warranty claim, you must notify DanumHost in writing, specifying the breach in reasonable detail, within thirty (30) days of the alleged breach. Your sole and exclusive remedy, and DanumHost's sole and exclusive obligation, in the case of a breach of warranty is, at DanumHost's option, to (i) reperform the Services, or (ii) issue you a credit based on the amount of time the Services were not in conformity with this warranty, subtracted ("pro-rated") by the amount of time they were in conformance. SERVICES PROVIDED BY THIRD PARTIES ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY.

15. Your Representations and Warranties

You agree to reasonably cooperate with us to facilitate your use of the Services. This cooperation includes, but is not limited to, providing us with correct contact and billing information and ensuring that you, your employees, and/or agents have sufficient technical expertise to understand how to implement the Services.

It is your responsibility to ensure that you can connect with us to use the Services. You represent and warrant that you, or the entity you represent, have the sophistication and technical skill to utilize the Services.

You have read and agree to the terms outlined in the DanumHost Support Policy, located at <https://www.danumhost.co.uk/knowledgebase/>.

You warrant and represent that you have full authority and power to agree to the terms of these Policies on behalf of the company you represent, if any.

You warrant and represent that you and/or your company have not been identified or listed as Specially Designated National or Blocked Person by the U.S. Department of Treasury, Office of Foreign Assets Control.

16. Disclaimers

EXCEPT FOR THE WARRANTY IN SECTION 14, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO DanumHost), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. No oral or written information or advice given by DanumHost, its employees, agents, owners, directors, officers, or affiliates pursuant to these TOS, or otherwise,



shall create a representation or warranty or in any way increase the scope of any representations and warranties set forth in these TOS. DanumHost does not represent or warrant that the Services are complete or free from defects or errors.

DanumHost is not liable, and expressly disclaims any liability, for the content of any data transferred either to, or from, you or stored by you or any of your customers via the Services provided by us. DanumHost is not responsible for any loss of data, for any reason. DanumHost is not liable for unauthorized access to, or any corruption, erasure, theft, destruction, alteration or inadvertent disclosure of, data, information or content, transmitted, received, or stored on its network.

DanumHost is not liable, and expressly disclaims any liability, for data breaches or data compromise caused by your failure to keep web applications including plugins up to date.

DanumHost SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING SERVICES PROVIDED BY THIRD PARTIES, REGARDLESS OF WHETHER THOSE SERVICES APPEAR TO BE PROVIDED BY US. No warranties, either express or implied, made by these third-party entities to DanumHost shall be passed through to you, nor shall you claim to be a third-party beneficiary of those warranties.

SOME STATES DO NOT ALLOW DanumHost TO EXCLUDE CERTAIN WARRANTIES. IF THIS APPLIES TO YOU, YOUR WARRANTY IS LIMITED TO 90 DAYS FROM THE EFFECTIVE DATE.

17. Limitation of Liability

It is your obligation to ensure the accuracy, integrity, title or ownership, and security of anything you receive from the Internet. You agree that DanumHost has no liability, of any sort, for content you or your customers access from the Internet.

In no event shall DanumHost be liable to you in connection with these TOS or the Services, regardless of the form of action or theory of recovery, for any: (a) data loss, (b) direct, indirect, special, exemplary, consequential, incidental, or punitive damages, even if that party has been advised of the possibility of such damages; or (c) lost profits, lost revenues, lost business expectancy, business interruption losses, or benefit of the bargain damages. For the purposes of this paragraph only, the term "DanumHost" shall be interpreted to include DanumHost's employees, agents, owners, directors, officers, and affiliates.

Notwithstanding anything to the contrary contained in this policy, DanumHost shall not be liable for any indirect or consequential damages, including damages for lost profits, loss of opportunity, loss of sales, or loss of search engine rank, suffered by you, your users, your clients, and your visitors, during periods of scheduled maintenance, service suspensions, and violation of these Policies.

IN NO EVENT WILL DanumHost's LIABILITY HEREUNDER EXCEED THE AGGREGATE FEES ACTUALLY RECEIVED BY DanumHost FROM YOU FOR THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

DanumHost will not be held responsible for any: (i) force majeure events described in Section 20(b), below, (ii) problems or service outages caused due to reboots during standard maintenance periods, or (iii) Scheduled Downtime, as further defined in our Server Maintenance Policy. Our uptime commitment described in the Server Maintenance Policy, located at <https://www.danumhost.co.uk/knowledgebase/>, does not apply to disruptions to your use of the network because of a violation of these TOS, including our Policies.



18. Indemnification

You agree to indemnify, defend, and hold harmless DanumHost and its personnel, parent, subsidiaries and affiliated companies, third party service providers, and each of their respective officers, directors, employees, shareholders, and agents (each an “indemnified party” and, collectively, “indemnified parties”) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, reasonable attorney’s fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) your use of the Services, including any data migration-related efforts you request from DanumHost personnel or authorize DanumHost personnel to conduct; (ii) any violation by you of these TOS or any of DanumHost’s Policies, including those violations that result in a disruption of the network; (iii) any breach of any of your representations, warranties, or covenants contained in these TOS, including the Policies; or (iv) any acts or omissions by you. The terms of this section shall survive any termination of these TOS or the Services. For the purpose of this paragraph only, the terms used to designate “you” include you, your customers, visitors to your website, and users of your products or services, the use of which is facilitated by us.

DanumHost shall indemnify and hold you harmless from, and at its own expense agrees to defend, or at its option to settle, any claim, suit, or proceeding brought or threatened against you so far as it is based on a claim that Services provided by DanumHost hereunder infringes any U.S. patent, copyright, or trademark. This indemnification provision is expressly limited to Services that are fully owned by DanumHost. It does not extend to products or services provided by third parties. If contained and permitted in its agreements with third-party suppliers, DanumHost shall flow down applicable intellectual property indemnification provisions to you. This paragraph will be conditioned on your notifying DanumHost promptly in writing of the claim and giving DanumHost full authority, information, and assistance for the defence and settlement thereof. If an infringement claim has occurred, or in DanumHost opinion is likely to occur, DanumHost shall have the right, at its option and expense, either to: (i) procure for you the right to continue using the Service(s); (ii) replace with the Service(s), regardless of manufacturer, performing the same or similar function as the infringing Service(s), or modify the same so that it becomes non-infringing; or (iii) if neither of the foregoing alternatives is reasonably available, immediately terminate the infringing or affected Services and refund the Fees charged by us for the period in which the Services were unavailable.

19. Notices

Notices will be sent to you at the email address in your account. It is your obligation to ensure that we have the most current email address for you by keeping your account information up to date.

Please refer to our website, <http://www.danumhost.co.uk>, to raise a ticket for most issues, including technical support and billing. Notices regarding this TOS and other DanumHost Policies should be directed to: enquiries@danumhost.co.uk.

20. Legal

Compliance with Law

UK laws apply to your use of the Services. It is your obligation to confirm that your use of the Services complies with applicable laws and we encourage you to learn more about UK laws to ensure that your use of our network complies with these laws. More information about UK laws may be found at:

<http://www.legislation.gov.uk/browse/uk>.



We may disclose information, including information that you may consider confidential, in order to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request or to protect our business, or others, from harm. We assume no obligation to inform you that we have provided this type of information unless we have affirmatively agreed to do so. In some cases, we may be prohibited by law from giving such notice. Cooperation with civil litigants is at our discretion. Responding to requests for production of documents, and other matters requiring more than mere ministerial activities on our part, will incur a fee of two hundred Great British Pounds (£200) per hour. We do not honour requests from civil litigants that expenses be pre-approved, and we may require a deposit to secure payment.

Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the party's reasonable control, including third party service failures, software failures, hardware failures, distributed denial of service (DDoS) attacks, acts of God, bandwidth interruptions, general network outages, earthquake, labour disputes, shortages of supplies, riots, war, fire, epidemics, or delays of common carriers. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay. The party affected by an excusable delay shall notify the other party as soon as possible, but in no event less than ten (10) days from the beginning of the event.

Choice of Law, Jurisdiction, and Venue. The validity, interpretation, and performance of these TOS, including our Policies, shall be controlled by and construed under the laws of the State of Michigan, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law. You agree that jurisdiction and venue for are exclusive in the Washtenaw County Circuit Court in Michigan or the U.S. District Court for the Eastern District of Michigan. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

All Claims. All claims you bring against us must be resolved in accordance with our Policies. Without limiting the previous sentence, this includes claims based on Service outages that are expressly covered by our Policies. All claims filed or brought contrary to our Policies will be considered to be improperly filed and a breach of our Policies. If you file a claim contrary to our Policies, we may recover attorney's fees and costs. Attorney's fees include any fees charged by our attorneys.

No Waiver. No waiver of a right under these TOS, including our Policies, shall constitute a subsequent waiver of such right under these TOS or any of our Policies.

Assignment. These TOS may be assigned by DanumHost. It may not be assigned by you. These TOS shall bind and inure to the benefit of the corporate successors and permitted assigns of the parties.

Severability. In the event that any of the terms of these TOS, including any of the Policies become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall revise to reflect DanumHost's intent, as permitted by applicable law. All remaining terms of these TOS shall remain in full force and effect.

Survival. Sections 11 through 18 shall survive the termination of these TOS.

Construction. The terms "including", "includes", and "include" shall be deemed to be followed by the words "without limitation" and the illustrative items introduced thereby shall not limit the scope of the otherwise general term but shall be by way of example only.



Claims Period. No action or proceeding against us may be commenced by you more than one (1) year after the Service which is the basis for the action is rendered. You fully acknowledge that this limitation constitutes an express waiver of any rights under any applicable statute of limitations which would otherwise afford additional time for such a claim.

21. Date of Policy

These TOS last updated 3rd July 2018.

Support Policy

1. Purpose

This is DanumHost, Limited's ("DanumHost", "we", or "our") Support Policy. The purpose of this Support Policy is to clearly lay out DanumHost's support policies and procedures so that all customers have a clear understanding of what can be expected of us and what we expect of you, our valued customer, in connection with our delivery and your use of the Services (as defined in the Terms of Service). We ask that every customer read these policies and familiarize themselves with them. We look forward to providing quality support for all of your hosting needs. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: <https://www.danumhost.co.uk/knowledgebase/>.

2. Backup of Data

Before attempting to troubleshoot any issue yourself or engaging us to assist with Service issues, please **BACKUP ANY AND ALL DATA**. DanumHost is not responsible for any data loss or corruption, including that resulting from: (i) our authorized actions, (ii) those actions you take using the Services, (iii) hardware failures, or (iv) any software or other technology failures.

3. Methods of Support

Support Generally. Support we offer is included as a Service. We do not charge for responding to technical support tickets, phone calls or LiveChat but we do expect you to abide by the terms of this Support Policy and our other Policies when utilizing this Service.

Technical Support Tickets. This is our primary support system. Almost ALL issues will require the submission of a trouble ticket. This is our preferred method because of the ability to track issues to resolution and give us time to properly review and research problems. Please do not submit multiple tickets about the same problem as that simply creates confusion. If you need to add information to an existing ticket, please do so in the existing ticket by logging into the support system or by replying to the ticket email.

4. Customer Relationships

We strive to provide you with courteous, professional, and technically accurate support. Although we understand how frustrating technical problems can be, we ask that you treat us with respect and we will do the same in return. Our ultimate goals are the same, providing you with accurate support in a timely manner. If you feel you have been treated unfairly or have any other complaints, you may contact us to reach a supervisor directly. Our dedicated support team will be the same point of contact for you however should this not be possible an alternative support adviser will step in during the meantime, to which then will resume to your original point of contact when possible.



5. Support Hours

The timeframes below are when the applicable method of support is provided. You can of course submit tickets outside this time frame, but answers may not be received until business hours resume.

6. Technical Support Tickets

7 days a week

Billing Tickets: Monday-Sunday 9:00AM - 7:00PM GMT

7. Billing and Sales Support

Billing and Sales tickets are handled as quickly as possible. Please see our Refund and Billing Policy, located at: <https://www.danumhost.co.uk/knowledgebase/>, for more information regarding DanumHost's billing policies. You can view invoices and update your payment method by accessing the customer portal located at: <https://www.danumhost.co.uk/>.

8. Date of Policy

This Support Policy was last updated 1st October 2018.

Server Maintenance

1. Purpose

This is DanumHost Limited's ("DanumHost", "we", or "our") Server Maintenance Policy. This Server Maintenance Policy discusses the ways in which we maintain our technology to improve and administer the Services (as defined in the Terms of Service) and how you will be impacted by those actions. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: <https://www.danumhost.co.uk/knowledgebase/>.

2. Availability

We offer a 99.9% (9.7 hours annually) uptime commitment. We will use our commercially reasonable efforts to provide the Services twenty-four (24) hours a day, seven days a week. However, in order to operate in an efficient and secure manner, servers and network equipment require routine maintenance and upgrades ("Scheduled Downtime") and you acknowledge that from time to time the Services may be unavailable for various reasons, including due to Scheduled Downtime or causes beyond our control. We will provide commercially reasonable advance notice to you for Scheduled Downtimes and will use commercially reasonable efforts to minimize any other disruption, inaccessibility, or inoperability of our web servers but we are not responsible for the unavailability.

3. Maintenance

Planned outages, including Scheduled Downtime, during these periods will not fall under our 99.9% uptime commitment. DanumHost will make a reasonable effort to advise DanumHost customers as far in advance as possible of any predicted extended outages.

Definitions. Three types of maintenance downtimes are defined:



“Routine Maintenance” means a weekly short downtime necessary for quick updates and patches requiring reboots or restarts.

“Comprehensive Maintenance” means a longer monthly or otherwise scheduled downtime necessary for more significant enhancements.

“Emergency Maintenance” means a service affecting maintenance that is so severe it requires immediate attention.

“Scheduled Downtime” includes (i) and (ii) above.

Intervals. The Scheduled Downtime intervals are as follows (the time zone is where the data centre or server is located):

Routine Maintenance Window (Weekly). Sunday mornings, from 12:00 AM until 5:00 AM, outages should not exceed fifteen (15) minutes unless other problems are encountered and will NOT be announced.

Comprehensive Maintenance Window (Monthly or Scheduled). First Saturday evening of every month from 7:00 PM until 7:00 AM Sunday morning or otherwise scheduled and communicated to affected customers via your contact email address.

Emergency Maintenance. This type of maintenance is inherently not scheduled and is only used in extreme circumstances. We will make our best effort to notify customers should this become necessary.

Limitations. This Server Maintenance Policy includes but is not limited to: (i) shared servers and accounts, (ii) reseller servers and accounts, (iii) VPS servers and accounts, (iv) dedicated servers and accounts, (v) all network equipment, and (vi) internal websites such as billing and support. Major system upgrades may require additional Scheduled Downtime.

4. Backup of Data

Before attempting to troubleshoot any issue yourself or engaging us to assist with Service issues, please **BACKUP ANY AND ALL DATA**. DanumHost is not responsible for any data loss or corruption, including that resulting from: (i) our authorized actions, (ii) those actions you take using the Services, (iii) hardware failures, or (iv) any software or other technology failures.

5. Customer Responsibilities

It is the responsibility of the customer to make sure that all Services being provided on their servers are setup to resume operations automatically upon reboot or restart of the particular Service you have with us. DanumHost will not be held responsible for any problems or service outages caused due to reboots during standard maintenance periods.

WE HAVE NO RESPONSIBILITY FOR DOWNTIME RESULTING FROM YOUR ACTIONS.

Please contact support at <https://www.danumhost.co.uk> and file a ticket if you have any questions.

6. Date of Policy

This Server Maintenance Policy was last updated 1st October 2018.



Refund and Billing

1. Purpose

This is DanumHost, Limited's ("DanumHost", "we", or "our") Refund & Billing Policy. This Refund & Billing Policy discusses the ways in which we charge customers for use of the Services (as defined in the Terms of Service) and related questions about charges, refunds and billing disputes. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: <https://www.danumhost.co.uk/knowledgebase/>.

2. AUTOMATIC RENEWAL

Package Renewal. AS SET FORTH IN OUR POLICIES, ALL HOSTING PLANS AND DOMAIN NAMES ARE SET TO AUTOMATICALLY RENEW ON THEIR RENEWAL DATE AFTER THE INITIAL TERM AND ANY RENEWAL TERMS TO PREVENT ANY DISRUPTION IN THE SERVICES. YOUR NEXT RENEWAL DATE IS LOCATED ON EVERY INVOICE AS WELL AS THE SERVICES AND DOMAINS SECTIONS OF THE CLIENT PORTAL.

Domain Name Renewal. Domain names are set to AUTOMATICALLY RENEW ten (10) days before the expiration date to ensure no disruptions occur since URLs will immediately redirect to a landing page if a domain expires.

Please note that all payment methods that allow charges to be automatically applied will be charged ten (10) days before the domain's expiration date per the invoice. If your payment method of choice does not allow automatic payments to be applied, payment must be made manually on or before the invoice due date or the domain name may lapse.

Charges. The Due Date for Fees for renewed packages is the package renewal date.

Failure to Renew. Accounts that have invoices which are more than fourteen (14) days overdue will be suspended. If a suspended account is to be reactivated, all of the overdue invoices will need to be paid to make it current before the suspension is lifted. Accounts that have invoices more than two months overdue are considered abandoned and will be subject to termination.

3. Responsibility for Payment

You are responsible for all charges, costs, expenses and other fees (the "Fees") associated with your use of the Services once our Services are made available to you. Your first invoice is generated at the time you purchase the Services. An invoice for any Renewal Term is generated fourteen (14) days prior to the first day of the Renewal Term (the "Due Date") unless other arrangements have been made or a cancellation request has been submitted from the client portal. You are responsible for the fees and charges set out within the initial web portal invoice you pay on the Effective Date and any other invoice generated for a Renewal Term. If paying by credit card, PayPal Billing Agreement, or any other payment method capable of automatic charge, you will be charged on the Due Date. New services, packages or domains that are ordered and unpaid after seven (7) days will be cancelled.

In the event that the customer fails to pay for services given, DanumHost may assign unpaid late balances to a collection agency for appropriate action. You agree to reimburse DanumHost for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses, if legal action is necessary to collect payment on balances due.



Price Adjustments. To remain competitive, we occasionally make changes to our plans and pricing. To have your plan updated to current offerings please contact our billing team. We cannot go back and modify invoices that have already been paid but will be happy to modify your plan for new invoices.

4. Anytime Money Back Guarantee

Certain Hosting Services carry an unconditional thirty (30) day satisfaction guarantee. To cancel your Hosting Services and receive a refund of our fees, you must contact us via the Client Portal within thirty (30) days from the Effective Date and a refund will be issued.

If you cancel after thirty (30) days from the Effective Date, you will be re-billed at the regular price of our Services (as opposed to any discounted price) and only the difference between the prepaid amount and the re-billed regular price will be refunded.

Refund requests received within one hundred twenty (120) days from the Effective Date will be issued via your usual payment method. Refunds are not offered for partial months of service. Accounts that are terminated due to violations of our Policies are not eligible for a refund.

All third-party fees, including domain registration fees, setup fees and migration fees, are non-refundable, non-negotiable and excluded from our Anytime Money Back Guarantee. Further, SSL certificates have a seven (7) day refund window from time of purchase.

For free domain registration promotions (.com, .net and .org), the retail price of the domain £5.99 will be deducted from any refund amount upon cancellation. You will retain the domain registration.

For packages or bundles which are paid annually, bi-annually or more is entitled to a full refund after the first 6 months have passed.

5. Refunds

Accounts that are terminated due to Terms of Service violations are not eligible for a refund. Domain registrations, setup fees and migration fees are not refundable. Service credits have no cash value and are extended at our discretion. Service credits expire if your account is fully terminated.

All refunds are subject to the terms of service for any third-party payment processor and those terms take precedence over the terms in the Terms of Services and our Policies. In the event we are unable to refund any fees or charges via the method of payment, we will use commercially reasonable efforts to return or credit the appropriate funds to you.

If you paid us by credit card we will credit the card on file. If you paid us by PayPal, we will take steps to refund the PayPal account. If you paid us through another payment processor, we will take steps to refund the appropriate fees through that payment processor. If the information we have on file for your account is not up to date, your refund may not be completed. Refund requests of payments made to DanumHost by bank transfer, check or money order or after one hundred twenty (120) days have passed on a credit card payment will be issued via PayPal only. If you cannot accept PayPal payments, you will not be eligible for a refund via other methods. DanumHost is not responsible for fees deducted from any refund processed by PayPal.

6. Service Credit Eligibility



Customers who at the time of the report of the claimed outage are not current on their invoices for the Services do not qualify for service Credits related to any outages.

Customers who have not paid their invoices on time more than three times in the 12 months preceding the claimed outage are not eligible for service credits.

In order to deliver a secure high-performance hosting environment, we utilize certain automated systems to limit malicious and resource-intensive activity. In some instances, non-malicious activity can appear to be malicious and trigger our systems, which may limit your ability to use our Services as set forth in Section 3(d)(iii) of the TOS. Such limitations may result in bandwidth throttling or suspension or termination of your account, in our sole discretion. In these situations, any interruption, suspension or change in the availability of the Services will not be considered downtime and will not be eligible for a service credit.

7. Payment Methods; Currencies

We accept payment via Stripe (major bank cards accepted), PayPal and bank transfer. By providing us with your account payment information, you give us consent to charge you on the Due Date of any invoices linked to the account. Please see our invoice for bank transfer banking information.

8. Charges for Account Upgrades, Downgrades and Migrations

License. In connection with any data migration, you hereby authorize DanumHost to access your data for data migration purposes. Before requesting Services that may require a data migration to occur, you hereby agree to backup all of your data on both the source and the target servers, as appropriate.

Upgrades. When upgrading to a higher-priced hosting plan, we will migrate your account to the new Service at no charge. The data centre migration fee is also waived if you choose to move to a new data centre during the upgrade process. Upgrade requests are processed and effective only after payment for the package price difference is paid.

Downgrades. When downgrading to a lower-priced plan, the difference between the amount of the current package price already paid over the new package price will be placed on the billing account as a service credit. Refunds will not be issued. Please contact the sales or billing department if considering an upgrade or downgrade to determine what options are suitable and to discuss pricing.

Migrations from Other Hosts. All migration-related work is included as a Service for purposes of our Policies.

All complementary migrations require the user to provide cPanel account credentials for their previous hosting environment. Clients who migrate from non-cPanel hosting environments may incur a charge determined by the migration team and assessed based on the complexity of the migration.

9. Billing Errors; Chargebacks

If you discover an error on your invoice please notify us as soon as possible by submitting a ticket to our Billing Department at <https://www.danumhost.co.uk/>. We will honour invoice errors as long as we are notified of them within ninety (90) days. If more than ninety (90) days have elapsed we may decline the refund request. If a refund is in order it will go onto your account as a service credit to be used on a future invoice. Service credits have no cash value.



If at any time you have questions or concerns regarding a charge from DanumHost, please submit a ticket at <https://www.danumhost.co.uk/>. Any received chargebacks will incur a fifty-pound (£50) investigation fee on the associated billing account and all services will be immediately suspended pending investigation. DanumHost may reject the future use of payment methods from an account for which a chargeback has been previously issued. Upon receipt of a chargeback or payment reversal, the account related to the payment may be suspended or terminated.

10. Date of Policy

This Refund & Billing Policy was last updated 1st October 2018.

Privacy Policy

1. Parties

This is DanumHost Limited's ("DanumHost", "we", or "our") Privacy Policy. This Privacy Policy discusses the ways in which we collect, use, maintain and disclose information collected by us from our customers, visitors to our websites, and, in some cases, visitors to our customer's websites ("Users"). Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: <https://www.danumhost.co.uk/knowledgebase/>.

2. Purpose

The nature of internet business requires us to collect information from Users. While this policy is entitled a "privacy policy," it discusses all of the ways in which we use information collected directly or indirectly from our Users, including personally-identifiable information gathered by us ("PI") and other anonymous information ("AI") (collectively, "Information"). Information transmitted, collected, processed or which is otherwise provided to us by Users is not necessarily considered by us to be private. Please review this Privacy Policy carefully to determine how we treat this information.

3. Acceptance of the Policy

You accept this Privacy Policy by using our website (located at: www.danumhost.co.uk, referred to herein as the "Site"), placing an order for Services (as defined in the Terms of Service) with us or joining our email list.

4. Changes to Policy

If we make any significant changes to this Policy we will notify you by email, post a notice of such changes on the Site or flag our Privacy Policy on the Site as updated. You agree to our use of electronic communications with you for purposes of this Policy. If you do not agree to the changes to this Policy, we will continue to maintain and use PI previously collected in accordance with the Policy in force as of that date.

5. Information that we Collect; Use of Information.

Generally. We may use PI as required or permitted by law, including in response to service of legal process (court order, summons, subpoena, and the like). We may disclose PI to law enforcement or regulatory authorities as part of an investigation into activity at the Site (such as a suspected breach). We shall use commercially reasonable measures to limit disclosure and use of such PI. We may use PI in connection with the establishment or defence of legal claims. Any information sent to us will not be deemed to be confidential and may be shared by us with any other individual or entity, regardless of whether you mark it confidential.



Information contained in your customer record. Users who are our customers provide us with their name, address, phone number, user name, credit/debit card or bank information and other personally identifiable or confidential information and other information we require to provide Service to them. We may also acquire information about customers from third parties such as credit reporting agencies, as well as collect information about our customers' use of the Services. This information may be linked to the information provided to us by our customers to create an administrative record and is referred to as "Registration and Billing Information".

User inquiries. Users who contact us with questions may be required to give us additional information to assist us in resolving their questions, or to assist us in our business ("User Inquiry Information").

Anonymous Information. We collect AI regarding your use of the Site, such as computer-related information (browser type you used, your Internet Protocol address, last URL visited, and the date and time of day of your login). We send a "cookie" or "pixel tag" to your computer which contains an identification number that is unique to the computer you are using. You may decline to provide such information to us and/or refuse cookies in your browser, although some of our features or services may not function properly as a result, and some services may not be available. We use this information to enhance the experience of using the Site, to tailor our Site to its visitors, to understand how our Site is used, to investigate and verify proper conduct at the Site, and to monitor the security and integrity of the Site.

Third Party Agents – Access to and Use of PI. We may contract with third parties to assist us in our business, including hosting of the Site, hosting of data (including PI and AI), promotional services, authorization and processing of payments, fulfilment of product orders and processing of returns. Such third parties shall agree with us in writing to maintain your privacy at least with the level of protection set forth in this Privacy Policy.

Unrelated Third-Party Links and Information. Our Site contains links to other websites or other information and materials provided by third parties (by way of example, links to third party social media websites). We do not own or control such other websites or third parties and are not responsible for the information provided at those websites or in such materials. We do not control, and are not responsible for, their privacy policies or the information collected at such third-party websites.

Customer Inquiries. We use customer inquiry information to identify Users personally. It is used throughout our business to provide services to Users, and to market new products and services to Users. Customer inquiry information is shared with third parties in the following circumstances: to identify and fix problems with the Services when we are not capable of doing so ourselves. Providers of third party products may require us to provide them with customer inquiry information. When Customer Inquiry Information is shared with third parties in these circumstances, the third parties are required to keep this information confidential. Further, entities that provide products to us may have privacy policies that differ from ours. We will be happy to provide you with the names of those businesses that provide Services through us to you, and links to their privacy policies, on your request.

Information about Children. We do not knowingly collect personally identifiable information from children under the age of 13. If a parent or guardian believes that their child under the age of 13 has provided us with personally identifiable information, they should contact us.

Other than in response to a lawful request by public authorities, DanumHost only shares your personal information with third parties who are acting as DanumHost's agents and only uses your personal information for the purposes stated herein (or other purposes stated at the time of collection). Should DanumHost's practices



with respect to processing or use of personal information change, DanumHost will provide you with notice (either by means of an amendment to this Privacy Policy or otherwise) and provide you with an opportunity to opt out.

6. Your Access to and Ability to Change PI (Personal Information)

You may request access, updating and corrections of inaccuracies in your PI by contacting us as set out below. For security purposes, we may request PI from you in connection with such access. You may also: (i) modify your information through your control panel in your account, or (ii) ask that information regarding your inquiries be deleted by contacting us through our contact form at <https://www.danumhost.co.uk/submitticket.php>.

7. Deleting and Retention of PI (Personal Information)

You may request that we delete your PI, and we shall attempt to accommodate such requests. However, we may retain and use PI for such periods of time as required or permitted by law or best business practices.

8. Security

We have implemented technical, physical and administrative safeguards designed to protect PI against loss and against unauthorized access, use, and disclosure. Passwords are stored on our server in encrypted form. We have personal information retention processes designed to retain personal information as necessary for the purposes stated above or to otherwise meet legal requirements. Unless this Privacy Policy states otherwise, our employees are required to keep the information set out here confidential.

9. Testimonials

Pursuant to our Terms of Service (located at <https://www.danumhost.co.uk/knowledgebase/>), you may provide us with an Endorsement in connection with your use of the Services. We may, at our discretion, use the Endorsement to promote our Services as specified in our Terms of Service. In connection with our use of your Endorsement, you hereby agree that we may use your first name, last initial, home state, voice or likeness, and/or contact information in connection with its publication of the Endorsement. If, at any time, you want us to stop using your Endorsement, please contact us using the contact information in Section 19 of our Terms of Service and we will cease using the Endorsement soon after processing your request.

10. Privacy Complaints by European Union and Swiss Citizens:

DanumHost is subject to the investigatory and enforcement powers of the Federal Trade Commission.

DanumHost complies with the EU-US Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. DanumHost has certified that it adheres to the Privacy Shield Principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability. If there is any conflict between the policies in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>.

Among other things, the Privacy Shield Principles describe our obligations with respect to personal information that we transfer to third parties as described in this Privacy Policy. DanumHost remains responsible and liable as provided in the Principles if the third party processes the personal information in a manner that is not consistent with the Principles, unless DanumHost proves that it is not responsible for the event giving rise to the damage.



If we transfer your PI to third parties, we will remain responsible and liable to you if the third party processes your PI in violation of the Privacy Shield Principles, unless we prove we were not responsible for the event giving rise to the damage.

Under certain conditions, you may also have the right to invoke binding arbitration before the Privacy Shield Panel to be created by the US Department of Commerce and the European Commission or Swiss Government.

In compliance with the EU-US Privacy Shield Principles and the Swiss-U.S. Privacy Shield Principles, DanumHost commits to resolve complaints about your privacy and our collection or use of your personal information free of charge. European Union or Swiss individuals with inquiries or complaints regarding this Privacy Policy should first contact DanumHost at:

Mail:

Web: <https://www.danumhost.co.uk/submitticket.php>

DanumHost has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to BBB EU PRIVACY SHIELD, a non-profit alternative dispute resolution provider located in the United States and operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit www.bbb.org/EU-privacy-shield/for-eu-consumers/ for more information and to file a complaint.

Please note that if your complaint is not resolved through these channels, under limited circumstances, a binding arbitration option may be available before a Privacy Shield Panel.

11. Date of Policy

This policy was last updated 3rd July 2018.

GDPR - General Data Protection Regulation

GDPR (General Data Protection Regulation)

Approved in April 2016 the General Data Protection Regulation (GDPR) is a significant legislative change in Europe relating to the data protection laws since the EU Data Protection Directive 95/46/EC which was introduced in 1995.

The EU General Data Protection Regulation (GDPR) extends the scope of the EU data protection law to all foreign companies processing data in the EU residents. The GDPR also defines a new set of “digital rights” for EU citizens.

Here at DanumHost we support GDPR and well endeavour to ensure all our services comply with its provisions by the 25th May 2018.

Should anyone who requests to view their details to which we hold can do so by raising a ticket for this request to which then this information will then be emailed to the email address registered on their account.

This policy was last updated 3rd July 2018.

Acceptable Use

1. Purpose



Thank you for your business. This is DanumHost Limited's ("DanumHost", "we", or "our") Acceptable Use Policy. This Acceptable Use Policy ("AUP") discusses expectations we have for you and your obligations when using our Services (as defined in the Terms of Service.) DanumHost Limited is in the business of facilitating communication between computer networks. Our goal is to allow our users complete access to everything the Internet has to offer, and to help them build their businesses. This AUP facilitates this goal by governing your use of the Services. Because of the evolving nature of the Internet, our business, and the various ways in which our, equipment, technology or network may be abused, abusive activities not set out in this AUP may still be prohibited. For the same reason, we reserve the right to update this AUP from time-to-time. The most recent version will always be posted here. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: <https://www.danumhost.co.uk/knowledgebase/>.

2. DanumHost Policies; Third Party Policies

This AUP and our other Policies are part of your contract with us and governs your use of our network and resources and our provision of the Services (as defined in the Terms of Service.) If you are a customer, you've agreed to abide by our Policies when you checked "I agree" to our Terms of Service. If you are not our direct customer, you agree to abide by this AUP by using the Services provided by or through us.

You are bound by policies from third parties that provide services to you through DanumHost. You are strongly encouraged to review such policies prior to agreeing to be bound by this AUP. We will provide you with additional information about those policies on request.

3. Appropriate Use of DanumHost Services

You are required to comply with UK laws governing copyrights, trademarks, patents, and other laws governing your use of the Services and intellectual property.

4. Prohibited Uses

Unsolicited commercial email, or SPAM, is prohibited. Our network is not designed to be used for mailing lists with over five hundred (500) recipients and you may not send an email to more than five hundred (500) recipients. If you need to send an email to over five hundred (500) recipients, please contact our Support Team for assistance that can assist with this task. Even if you send email to fewer than five hundred (500) recipients, we will consider your mail to be unsolicited, or SPAM, if it results in a number of complaints to us, disrupts our network, or subjects us to unfavourable action by other Internet providers. Please review the "CAN-SPAM Act" and ensure that any commercial email you send complies with this Act. Email that is "CAN-SPAM compliant" may still otherwise be prohibited by our AUP. If you believe one of our customers is engaged in spamming, please send an email containing all headers, and your contact information, to: enquiries@danumhost.co.uk.

Certain content is prohibited. You are responsible for any content transmitted, or accessed, using our network. Transmission, storage, or presentation of any information, data or material in violation of any applicable law or regulation is prohibited. You may not use our network to directly facilitate the violation of any particular law or regulation or this AUP. The activities listed below are meant to provide you with examples of activities and content that are strictly prohibited by this AUP. Use of our network to host content related to or to engage in the following activities is strictly prohibited.

Top sites;

IRC scripts/bots, IRCD (irc servers), AutoSurf/PTC/PTS/PPC sites;



IP scanners, Brute force Programs/Scripts/Applications;

Mail Bombers/Spam Scripts;

File Dump/Mirror Scripts (similar to rapidshare);

Anonymous or Bulk SMS Gateways;

Websites or links to websites advocating human violence and hate crimes;

Websites promoting illegal activities, or linking to other websites that promote illegal activities;

Selling, or otherwise disseminating, pornography or other erotic material, regardless of its literary merit;

Hosting adult thumbnail galleries/banner exchanges;

Lottery/gambling or chain letters, regardless of content, and regardless of your citizenship;

Advertising, advocating or operating High-Yield Interest Programs (HYIP), Ponzi or Pyramid schemes, prime banks programs, Bank Debentures/Bank Debenture Trading Programs, or Related Sites;

Fraudulent sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com).

Broadcasting or streaming of live sporting events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc.) or television;

Bitcoin miners;

Impersonating another user or otherwise falsifying one's user name in email, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet service;

Dox or posting personally identifiable information such as addresses and phone numbers of individuals with the hope of causing damage or harm to said person. This does not cover Government officials when providing contact email addresses or the representatives work phone;

Content that promotes or advocates human trafficking in any way shape or form as determined by DanumHost's sole discretion, sites that promote prostitution, or escort services;

Network unfriendly activity (ex: attempts to interfere with our network or network connections or which adversely affect the ability of other people or systems to use our network or the Internet);

Creating, posting or sending Warez, Roms, CD-Keys, cracks, passwords, serial numbers, Internet viruses, worms or Trojan horses, engaging in denial of service attacks, or hosting content that is intended to assist others in defeating technical copyright protections;

Posting links to prohibited items, facilitating a violation of our Policies, or instructing others in illegal or prohibited activities; and

Setting up or using (via the Service) proxies, proxy scripts/anonymizers of any kind.

If you believe that another customer is using our network in violation of these Policies, please contact us.

Defamation. Websites hosted on DanumHost servers are regulated by U.S. law. Pursuant to Section 230(c) of the Communications Decency Act of 1996, DanumHost's policy is not to remove allegedly defamatory material from



websites hosted on our servers unless the material has been found to be defamatory by a Federal or state court of the United States, as evidenced by a court order. As a hosting service provider, DanumHost is not a publisher of User content and we are not in a position to investigate the veracity of individual defamation claims. We rely on the legal system to provide guidance and to determine whether or not material is indeed defamatory. If a Federal or state court of the United States deems material to be defamatory, libellous, or slanderous in nature, we will fully comply and disable access to the material in question in accordance with a court order. Similarly, if a Federal or state court of the United States places an injunction on specified content or material being made available, we will comply and remove or disable access to the material in question, per a court order.

Network Stability. Our network is designed to meet the anticipated needs of our customers, users, and our needs. If we determine that your use of the Services is in breach of our Policies or impairs the stability of our equipment, technology or network, we may suspend your use of the network, throttle back the bandwidth available for your use, or terminate our agreement with you, in our sole discretion.

Monitoring of Communications. We have the duty and obligation to comply with U.S. law. In certain cases that means that your use of the Services will be monitored. You agree that we are not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that you have no expectation of privacy. From time-to-time we may monitor your use of the network for statistical purposes and to improve the use of our network. Any such monitoring will be done in accordance with our Privacy Policy, located at <https://www.danumhost.co.uk/knowledgbase/>, and our Terms of Service, located at <https://www.danumhost.co.uk/knowledgbase/>.

Child Pornography. DanumHost takes a strong zero tolerance stance on child pornography, content perceived to be child pornography or child exploitative content. Any website found to host child pornography, link to child pornography or exploitative content will be suspended immediately without notice or warning.

5. Use of Services

IP Addresses. The IP addresses we assign to you are the only ones you may use in connection with the Services. Your use of the Services may be suspended if we determine that you are using other IP addresses. IP addresses are part of your use of the Services and are owned by us and simply assigned to you while you are a customer. We may change these addresses if necessary. IP addresses may not be assigned or transferred and will be recycled by us if you terminate your use of the Services.

Software. We may provide software for you to use while you are a customer. Generally speaking, this software is sublicensed to you, and may not be further sublicensed or used for purposes other than those expressly permitted in our Terms of Service or our other Policies, and in the documentation provided with the software. You will be given, or given access to, a software license. This license may further restrict your use of the software. We do not provide support for software whether you license it through us or have licensed it independently.

6. Client Notification

In the event of a violation of any of our Policies, our Compliance Team will take commercially reasonable steps to notify you via email with relevant details about the alleged violation. Compliance with applicable Federal, State, and Local laws, and court orders will also be taken into account when we respond to alleged violations.

7. Contacting Us



We encourage you to contact us if you believe that someone has violated this AUP. To facilitate this contact and ensure that important matters are responded to and addressed, we have designated specific channels for communicating with us. Individuals who contact us about this AUP, the behaviour of our customers, or for other purposes, are required to provide us with accurate information to enable us to contact them and respond to their requests. We do not respond to anonymous correspondence and will refer individuals who deliberately attempt to mislead us regarding their identity, or the basis for their complaints, to appropriate law enforcement officials. Nothing you send or communicate to us is confidential regardless of whether you claim that it is.

Please send all email correspondence to: enquiries@danumhost.co.uk.

8. Date of Policy

This Acceptable Use Policy was last updated 3rd July 2018.