

## **ALPHA INTERNET LIMITED - TERMS AND CONDITIONS OF SERVICE**

*Version 2.1.6 - Last updated 27<sup>th</sup> June 2018. Replaces all prior versions.*

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE OR OUR SERVICES**

#### **1 TERMS OF WEBSITE USE**

**1.1** This terms of use (the "Terms", "Terms of Service", "Terms and Conditions", "Terms and Conditions of Service", "Terms of Use" or "Conditions"), together with the documents referred to in it (the "Terms", "Documents" or "Policies"), tells you the terms of use on which you may make use of our website gnu-host.com (**our site**), and the services provided by us (**our services**), whether as a guest or a registered user. Use of our site or our services includes accessing, browsing, or registering to use our site or services.

**1.2** We collect and use your information to enable us to provide you with our web hosting and domain registration services (collectively referred to as "Services" or the "Service"). Alpha Internet Limited, trading as Gnu Host in this instance, provides services via it's website, gnu-host.com (collectively referred to as the or our "Site").

**1.3** Alpha Internet Limited is the controller and responsible for your personal data (collectively referred to as "Company", "we", "us", "our" or "Gnu Host" in this document). Our registered address is 8 Rose Tree Meadow, Northwich, CW9 7PA, United Kingdom, our Company Registration Number is 11162310 and our Data Protection Officer's email address is [privacy@gnu-host.com](mailto:privacy@gnu-host.com).

**1.4** Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

**1.5** By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

**1.6** If you do not agree to these terms of use, you must not use our site or our services.

#### **2 OUR CONTRACT WITH YOU**

**2.1** These Terms, together with the documents referred to in it, constitute the entire agreement between you and us (the "Contract", the "Contractual Agreement", the "Agreement" or the "Hosting Agreement"). You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or the documents referred to in them. Nothing in these Terms will affect these legal rights.

**2.2** Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process. After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. We will confirm our acceptance to you by sending you an email ("Order Confirmation"). The Contract between us will only be formed when we send you the Order Confirmation. If we are unable to supply you with the Service ordered, for example because of an error in the price on our site, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Service, we will refund you the full amount.

#### **3 OTHER APPLICABLE TERMS**

**3.1** These terms of use refer to the following additional terms, which also apply to your use of our Site and Services:

- **3.1.1** Our Privacy Policy [<https://gnu-host.com/legal/PrivacyNotice.pdf>], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- **3.1.2** Our Acceptable Use Policy [<https://gnu-host.com/legal/AcceptableUse.pdf>], which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- **3.1.3** Our Cookie Policy [<https://gnu-host.com/legal/Cookies.pdf>], which sets out information about the cookies on our site.
- **3.1.4** Our Unlimited Usage Policy [<https://gnu-host.com/legal/Unlimited.pdf>], which sets out the permitted used and prohibited uses of our 'Unlimited Hosting Plans'.

#### **4 INFORMATION ABOUT US**

**4.1** 'gnu-host.com' is a site operated by Alpha Internet Limited ("We"). We are registered in England and Wales under company number 11162310 and have our registered office at 8 Rose Tree Meadow, Northwich, CW9 7PA, United Kingdom. Our VAT number is GB290740792. We are a limited company.

#### **5 CHANGES TO THESE TERMS**

**5.1** We may revise these terms of use at any time by amending this document or page.

**5.2** Please check this page from time to time to take notice of any changes we made, as they are binding on you.

#### **6 CHANGES TO OUR SITE**

**6.1** We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

**6.2** We do not guarantee that our site, or any content on it, will be free from errors or omissions.

#### **7 BILLING AND CHARGES**

**7.1** All our retail Shared and Reseller hosting packages carry a 14-day Money-Back Guarantee! If you are dissatisfied for any reason at all then just let us know why and if we can't help, we'll issue a full hosting refund!

**7.2** Please note that VPS orders, dedicated server orders, SSL certificates, domain costs and any other items except shared and reseller hosting are not refundable. If you purchase a bundle offer which contains Shared Hosting alongside one of the non-refundable items listed above, we will refund the cost of the bundle minus the retail cost for the non-refundable item. Items purchased using a discount code or at a discounted price are not refundable. Our Money-Back Guarantee is only eligible for items ordered and purchased directly via our website, 'gnu-host.com'.

#### **8 PAYMENTS**

**8.1** Renewal invoices are generated approximately 2 weeks in advance and sent to your registered e-mail address. It is your responsibility to ensure this email address is kept up to date and can receive emails from us.

**8.2** It is important that we receive payment on time. All services must be paid for by the due date shown on the invoice unless a written adjustment has been agreed. Failure to complete payment after this time will result in an automatic reminder when the invoice is overdue, and simultaneous account suspension. This applies to all hosting accounts, VPS and Dedicated servers. Domain names expire on the day immediately after their renewal date. As such we strongly recommend renewing a minimum of 72 hours before the expiration date.

**8.3** If an invoice is unpaid, the related service will be suspended until such time that payment is received and you inform us by email that you have paid. At this point we will use all reasonable endeavours to restore service within 24 hours, however, we cannot guarantee that we will be able to fully restore your service.

**8.4** Unless otherwise stated, all payments must be received in UK Pounds sterling. If you pay by foreign bank transfer, then you must be responsible for all foreign currency charges.

**8.5** We reserve the right to alter our prices at any time and will notify you of any alteration by providing you with a written notice. Notice of any price alteration will be sent via email to the email address that we hold for you in our account. If you have already purchased a service, then the price alteration will only become effective when the service reaches the end of its current term.

**8.6** You warrant that you are lawfully authorised to make payment using the payment card or facility you disclose to us. In the event where you are not the named cardholder, you acknowledge that you and the named cardholder both accept these terms and conditions and are jointly and severally liable for any payment(s) due. You hereby indemnify us in the event that the cardholder or issuer declines any transaction for payment, including our costs in recovering the outstanding amount due.

**8.7** If you attempt a chargeback or dispute a transaction with your bank, we reserve the right to suspend all services provided to you with immediate effect. Services will remain suspended and until such time as the chargeback has been fully reversed in our favour.

## **9 OVERUSAGE**

**9.1** Account usage is checked frequently. All accounts will receive notification when bandwidth usage is nearing the account's limit. Overusage will result in automatic account suspension unless a prior agreement has been reached. Usually the cheapest option is to upgrade to the next package where available, otherwise, our standard charges are £3.99 per 1000 MB per month for additional bandwidth usage and £3.99 per month per 100 MB disk usage. Upon suspension please contact us to arrange upgrade pricing.

**9.2** If not specifically stated to the contrary, our services are intended to be used for the purposes of hosting websites and email. Batch processing, video encoding/transcoding, web crawling/spidering, archiving and online backup systems and any system designed to consume CPU or disk resources for purposes other than hosting a website are not permitted on our shared hosting servers. However, you may use such tools on a VPS or dedicated server. We reserve the right to enact defensive movements to maintain the stability of our systems for all clients.

**9.3** If you believe your website may be susceptible to high or otherwise abnormal usage you must contact us to discuss the suitability of your hosting environment.

## **10 CANCELLATION, REFUNDS, TERMINATION, AND DISPUTES**

**10.1** Cancellation notices for all services must be given at a minimum of 30 days in advance of the next billing date. For shared and reseller hosting services, we only enforce a 14 day cancellation policy, however SSL certificates, Domains, VPS and Dedicated servers require a cancellation notice at least 30 days before the next billing date. For shared hosting, an account credit may be granted for each whole unused month. No cash refunds will be granted unless a payment has been taken in error. Refunds for prepaid dedicated servers and VPS will only be granted where there is a genuine irreconcilable problem with the service and at management's discretion. All unpaid or outstanding invoices must be paid before a cancellation can be processed.

**10.2** A breach of any of our terms and conditions will result in immediate termination with no refund. If any client uses our service for purposes deemed unlawful, we reserve the right to immediately terminate the service, and no refund will be provided.

**10.3** Setup fees are non-refundable. Any disputes should be expressed in writing via a valid written contact method as listed on our contact page.

## **11 CLIENT CONDUCT**

**11.1** Under no circumstances will we tolerate threatening or abusive behaviour towards our staff. Should this occur, we reserve the right to terminate the hosting agreement with immediate effect.

**11.2** Should the client, during the course of a telephone or live chat conversation, email or support ticket, make reference to "legal action" or say anything we might reasonably understand to imply or infer that the client may intend to pursue a legal claim against us, we reserve the right to refuse telephone support going forward. Any further correspondence must then be sent by email or support ticket.

**11.3** If a staff member or client feels in any way threatened through the direct or indirect actions of another client, we reserve the right to provide all evidence, including chat logs and phone call recordings, to the police or other relevant authority. We will use reasonable endeavours to ensure threatening and abusive clients are reported to the relevant authority, and if commercially viable, pursue legal action.

**11.4** Should we feel that your needs would be better served by another provider, we reserve the right, at our sole discretion, to terminate the hosting agreement. Where it is reasonable to do so, we will provide a 7 day notice of termination and provide a backup of all website content and emails, however, under certain circumstances there may be no required notice period.

## **12 REFUSAL OF SERVICE**

**12.1** Alpha Internet Limited reserves the right, in its sole and absolute discretion, to suspend or terminate your Account for any reason, with immediate effect. We reserve the right to refuse our services to any client. If the client already has an active service, as long as the client is compliant with our policies, we will make every effort to contact the client and provide a backup of data before terminating their service. We may also ask any client to produce proof of identity and proof of address. If a client fails to provide this verification, we may cancel and refund their order. We may choose to ban a client from using our services. Should this be the case, we will inform them via email, live chat, phone, or in some cases in person, and refund the unused portion of their last invoice. Should the client continue to place orders, we may ban their IP address from accessing Alpha Internet Limited's servers.

**12.2** Please note, should a client violate any of our Policies, including those referred to in these terms, this will result in immediate termination without notification or reimbursement, as stated in our Terms of Service.

### **13 RIGHTS ON TERMINATION**

**13.1** Termination of this agreement does not affect your pre-existing liability, if any or affect our right to recover damages or pursue any other remedy in respect of any breach of this agreement by you.

**13.2** In the event of us terminating this agreement due to a breach of these conditions by you, we shall be entitled to the balance of all payments which would but for such termination have accrued up to the earliest date on which this agreement could have been terminated by you.

**13.3** Setup fees are non-refundable. Any disputes should be expressed in writing via a valid written contact method.

### **14 A CHANGE OF DETAILS**

**14.1** We have the right to change any username or password allocated to you for the purpose of essential network maintenance, enhancement modernisation or other work deemed necessary to the operation of the Internet.

**14.2** Similarly, we have the right to alter the hosting environment your site runs in to one with like-for-like features, as long as reasonable notice is given and there is no disruption to service. The only reason we would do this is if it represented an 'upgraded' environment for you, the end user.

### **15 DOMAIN REGISTRATION, RENEWAL, TRANSFER, AND RESTORATION**

**15.1** Some hosting packages include a free domain registration or transfer for a .co.uk / .com / .eu / .org.uk or other promotional domain name. All other extensions are excluded from this offer due to their additional cost but please contact us for a reduced price if you wish to order with a different extension. The registration period is one year.

**15.2** Hosting package renewals do not include a further free domain renewal, transfer or registration.

**15.3** We will always register, transfer and renew domain names in our client's name - never in our own. You are always in control of every aspect of your domain name(s) and can manage your domain's WHOIS data through the Alpha Internet Limited client area. It is your responsibility to keep this data correct.

**15.4** Please find the ICANN Registrant Educational Materials here: <http://www.icann.org/en/resources/registrars/registrant-rights/educational>, and the Registrant Benefits and Responsibilities here: <http://www.icann.org/en/resources/registrars/registrant-rights/benefits>

### **16 ACCOUNT SUPPORT / EMERGENCY CONTACT**

**16.1** We provide support via e-mail, live chat and ticket. To provide efficient service and comply with data protection laws, any requests for changes to your account (including billing changes, password changes or any other technical changes) must be submitted by ticket or e-mail from your registered address.

### **17 14 DAY GUARANTEE**

**17.1** At Alpha Internet Limited we work hard to provide you with the best possible service and we're so confident in this that we offer a no questions asked, 14-day money back guarantee. If you are unhappy for any reason within the first 14 days of opening your shared hosting account, you are free to cancel and receive a full refund including the time already used, less domain registration fees or dedicated IP addresses which are non-refundable.

**17.2** We would however appreciate it if you got in touch with us before deciding to cancel so that we can address any problems you might be having.

**17.3** Please note that refunds can take 30 working days, and this policy does not cover accounts which have violated our acceptable usage policy or any service except shared hosting services.

## **18 DISCLAIMER, LIMITATION OF LIABILITY AND COPYRIGHT**

### **18.1 OUR LIABILITY**

**18.1.1** We are unable to assert fitness for any specific purpose and as such the Company cannot be held liable for any form of consequential loss or damage caused directly or indirectly by use of our service, misuse of our service, downtime, service issues, data loss or any other event.

**18.1.2** Our maximum aggregate liability to you under or in connection with this agreement in respect of any direct loss, whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by you for the services in relation to which your claim arises during the one-month period prior to such claim.

**18.1.3** None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from our negligence, the negligence of our employees or our sub-contractors. We will not be liable for any interruptions to services arising directly or indirectly from:

- **18.1.3.1** Interruptions to the flow of data to or from the internet
- **18.1.3.2** The effects of the failure or interruption of services provided by a third party
- **18.1.3.3** Factors outside our reasonable control
- **18.1.3.4** Your actions or omissions
- **18.1.3.5** Problems with your equipment and/or third-party equipment

**18.1.4** No action or proceedings against us arising out of or in connection with this agreement shall be commenced more than one year after services rendered, and both parties acknowledge that this clause constitutes an express waiver of any rights under any otherwise applicable statute of limitations.

**18.1.5** Our liability will not exceed the total amount paid for one month of the service. If you have sensitive or mission-critical data to host, you must seek your own insurance and independent legal advice.

**18.1.6** Our backups are intended as a convenience service and are not guaranteed or intended to replace your backup procedures. It is your sole responsibility to ensure you have a backup of all your important data.

### **18.2 THIRD PARTY SERVICES**

**18.2.1** Some of the services we provide (domain names, SSL certificates) are fulfilled by a third-party provider. For instance, an SSL certificate is provided by a root certificate provider (e.g. Thawte, Comodo, Verisign, Geotrust...), and domain names are provided by the organisation in charge of that namespace (e.g. Nominet for UK domain names). Whilst we always pass your orders on to these third-party entities in a timely fashion, we, unfortunately, cannot be held liable for any failings on their behalf.

**18.2.2** All third-party software and hardware shall be sold subject to your acceptance of the relevant supplier's software licence for such third-party software. Where possible, we shall forward to you any and all representations and warranties we receive from the respective third-party software supplier.

**18.2.3** Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

**18.2.4** To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

**18.2.5** We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- **18.2.5.1** use of, or inability to use, our site; or
- **18.2.5.2** use of or reliance on any content displayed on our site.

**18.2.6** If you are a business user, please note that in particular, we will not be liable for:

- **18.2.6.1** loss of profits, sales, business, or revenue;
- **18.2.6.2** business interruption;
- **18.2.6.3** loss of anticipated savings;
- **18.2.6.4** loss of business opportunity, goodwill or reputation; or
- **18.2.6.5** any indirect or consequential loss or damage.

**18.2.7** If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**18.2.8** We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

**18.2.9** We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **19 ACCEPTABLE USE OF SERVICES**

**19.1** ALPHA INTERNET LIMITED OFFERS ITS SERVICES TO HOST WEB SITES, NOT TO STORE DATA. USING AN ACCOUNT AS AN ONLINE STORAGE SPACE FOR ARCHIVING ELECTRONIC FILES IS PROHIBITED AND WILL RESULT IN TERMINATION OF HOSTING SERVICES WITHOUT PRIOR NOTICE.

**19.2** All clients are strictly prohibited from:

- **19.2.1** Engaging in any activity that, in Alpha Internet Limited's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, Alpha Internet Limited's business, operations,



reputation, goodwill, Customers and/or Customer relations, or the ability of Alpha Internet Limited's Customers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these Terms. In addition, the failure of Customer to cooperate with Alpha Internet Limited in correcting or preventing violations of these Terms by, or that result from the activity of, a subscriber, patron, customer, invitee, visitor, or guest of the Customer constitutes a violation of these Terms by the Customer.

- **19.2.2** No Customer may utilize the Services to engage in the illegal distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription.
- **19.2.3** No Customer may utilize the Services to provide, sell or offer to sell the following: controlled substances; illegal drugs and drug contraband; weapons; pirated materials; instructions on making, assembling or obtaining illegal goods or weapons to attack others; information used to violate the copyright(s) of, violate the trademark(s) of or to destroy others' intellectual property or information; information used to illegally harm any people or animals; pornography, nudity, sexual products, programs or services; escort services or other content deemed adult related.
- **19.2.4** Profanity or profane subject matter in the site content and in the domain name are prohibited.
- **19.2.5** Customers may not post or disclose any personal or private information about or images of children or any third party without the consent of said party (or a parent's consent in the case of a minor).
- **19.2.6** Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.
- **19.2.7** Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.
- **19.2.8** "Hacking" and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.
- **19.2.9** Alpha Internet Limited does not allow the use of anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server.
- **19.2.10** The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Alpha Internet Limited is required by law to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.
- **19.2.11** The use of the Services to engage in any activity that is determined by Alpha Internet Limited, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying,



transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, failure to comply with applicable online privacy laws or any executive orders, as well as any rules, regulations or orders issued by the Office of Foreign Asset Controls ("OFAC"). Alpha Internet Limited will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

- **19.2.12** Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.
- **19.2.13** Our services should not be resold on third party auction sites or online marketplaces without any value being added. Clients wishing to directly resell our services must adopt the 'Value-Added Reseller' model. This means our service must not be directly resold without adding additional features or services.

## **20 ASSISTED MIGRATION**

**20.1** Our Technical Support Team will make every effort to help you move your website to us. Transfers are provided as a courtesy service. We do not make any guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult, if not impossible, to migrate some or all account data. In some cases, we may not be able to assist you in a transfer of data from an old host. The free transfer service is available for 7 days from your sign-up date. Transfers outside of the 7 day period will incur a charge; please contact a member of our Technical Support department to receive a price quote. In no event shall Alpha Internet Limited be held liable for any lost or missing data or files resulting from a transfer to or from Alpha Internet Limited. You are solely responsible for backing up your data in all circumstances.

**20.2** As an incentive to move your website to us we may, at our sole discretion, credit you with up to one month of free hosting service upon production of a valid invoice showing an equivalent payment to your previous provider. This credit will be applied to your existing due date.

**20.3** In the case that you are unable to provide root access to your old server, we reserve the right to charge a reasonable amount for the transfer. Alternatively, we may request you upload a backup for each cPanel account to your home directory on our server.

**20.4** Regardless of the circumstances we reserve the right, at our sole discretion, to charge an appropriate fee for any transfer that may be requested.

## **21 FORCE MAJEURE**

**21.1** We will not be responsible for any failure to provide any services or perform any obligation because of any act of God, strike, lock-outs or other industrial disputes.

## **22 NOTICE AND COMMUNICATIONS**

**22.1** Any notice or communications required or permitted to be delivered by us to you shall be deemed to have been given if delivered by mail in accordance with the contact information that you have provided.

## **23 ASSIGNMENT**

**23.1** You shall not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it nor purport to do the same without our prior written consent.

**23.2** We may at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of any other party's obligations or any benefit arising under this agreement.

#### **24 AMENDMENT IN WRITING**

**24.1** We may update or amend these terms and conditions from time to time to comply with law or to meet our changing business requirements.

#### **25 WHOLE AGREEMENT**

**25.1** This agreement, and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

**25.2** Nothing in this clause operates to limit or exclude any liability for fraud.

#### **26 SEVERANCE**

**26.1** If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

**26.2** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

#### **27 GOVERNING LAW AND JURISDICTION**

**27.1** This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

**27.2** The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

#### **28 CUSTOMER COMPLAINTS POLICY**

**28.1** At Alpha Internet Limited our primary focus is maintaining absolute customer satisfaction through sustainable pricing, proactively managed services and investment in hosting infrastructure.

**28.2** Sometimes we may fall short of the high standards we and our customers expect from us. If this happens it's important that we are able to take on customer feedback and concerns and use this to improve our service.

##### **28.2.1 Step 1:**

If you've not already been in touch regarding your concern, the first step is our standard support channels; most issues we can resolve very quickly as soon as you get in touch. You can get in touch via:

**Post:** 8 Rose Tree Meadow, Northwich, CW9 7PA, United Kingdom

**Telephone:** +44 (0)161 399 0489

**Email:** support@gnu-host.com

If you're an existing customer, you can open a ticket from your Alpha Internet Limited account. Our average ticket response time is well under an hour and we will ensure that all

tickets are replied to within 24hrs. All ticket submissions will receive an automatic email confirming that the ticket has been received successfully and the assigned ticket reference.

### **28.2.2 Step 2:**

If you have already contacted us, and we've not been able to resolve your issue to your satisfaction, the next step is to submit a Formal Complaint. All complaints MUST be made in writing. This is to ensure we're able to properly address and investigate your concerns and provide a full response. Complaints can be submitted by email to **office@alphainternet.ltd**

You should ensure you include as much information about the issue as possible, this might include:

- Name of the staff member you spoke with on the phone or support tickets
- Ticket reference IDs
- Date & time when issues occurred or when you called
- Details about the problem, how it started, what you did and any other relevant details
- Providing as much information as possible helps us to quickly investigate and fully understand the situation, what happened, what/if anything went wrong and how we can then try to resolve your complaint.

Usually, our Head of Customer Support will review all complaints within 72 hours and provide an initial response while they investigate the issue. Depending on the type of issue, it may be necessary for the complaint to be passed to a more appropriate Manager, Head of Department or Director. You will be informed of who is handling your complaint and their role in the investigation. We will then provide a full reply to the complaint within 10 working days.

### **28.2.3 Step 3:**

If the response does not meet your satisfaction, you may request that the complaint is escalated to a company Director for review. One of our directors will then assess your complaint and the steps taken so far by our staff; they will then provide a response within 15 working days of the complaint escalation.

All complaints are taken seriously and will be reviewed, investigated and responded to fairly and thoroughly. We understand that monitoring, and dealing with complaints promptly enables us to identify areas of weakness and we will then work to address these and continue to improve our service.

## **29 CONTRACT REVISIONS**

**29.1** Any revisions to this Contract will take place immediately. We reserve the right to update these Terms at any time, without notification. It is the responsibility of the Customer to keep up to date with our Terms of Service.

## **30 ACCESSING OUR SITE**

**30.1** Our site is made available free of charge.

**30.2** We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

**30.3** You are responsible for making all arrangements necessary for you to have access to our site.

**30.4** You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **31 YOUR ACCOUNT AND PASSWORD**

**31.1** If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

**31.2** We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

**31.3** If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [support@gnu-host.com](mailto:support@gnu-host.com).

### **32 INTELLECTUAL PROPERTY RIGHTS**

**32.1** We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

**32.2** You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

**32.3** You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

**32.4** Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

**32.5** You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

**32.6** If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **33 NO RELIANCE ON INFORMATION**

**33.1** The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

**33.2** Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

### **34 UPLOADING CONTENT TO OUR SITE**

**34.1** Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy <https://gnu-host.com/legal/AcceptableUse.pdf>

**34.2** You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

**34.3** Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you licence).

**34.4** We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

**34.5** We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

**34.6** We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy <https://gnu-host.com/legal/AcceptableUse.pdf>.

**34.7** The views expressed by other users on our site do not represent our views or values.

**34.8** You are solely responsible for securing and backing up your content.

## **35 RIGHTS YOU LICENCE**

**35.1** When you upload or post content to our site or any server owned or operated by us, you grant the following licenses:

- **35.1.1** A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by our site and across different media and to promote the site or services; and
- **35.1.2** A worldwide, non-exclusive, royalty-free, transferable licence to allow third parties to use the content for their purposes.

**35.2** We will only ever use your materials to carry out your instructions to us – unless, very exceptionally, a court or other regulator orders us to disclose them.

## **36 VIRUSES**

**36.1** We do not guarantee that our site will be secure or free from bugs or viruses.

**36.2** You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

**36.3** You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **37 LINKING TO OUR SITE**

**37.1** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

**37.2** You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

**37.3** You must not establish a link to our site in any website that is not owned by you.

**37.4** Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

**37.5** We reserve the right to withdraw linking permission without notice.

**37.6** The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy <https://gnu-host.com/legal/AcceptableUse.pdf>.

**37.7** If you wish to make any use of content on our site other than that set out above, please contact [support@gnu-host.com](mailto:support@gnu-host.com).

### **38 THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

**38.1** Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

**38.2** We have no control over the contents of those sites or resources.

### **39 APPLICABLE LAW**

**39.1** If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

**39.2** If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.