Policies

Terms of Service

The contract between you and DanumHost Limited covering our Services, billing, termination, warranties, liability, and legal terms.

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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 several 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://danumhost.co.uk/knowledgebase. These TOS govern where they conflict with anything posted in the Knowledgebase.

Services Offer. DanumHost offers several different products and services, including those listed below. These TOS and our Policies apply to all Services, whether 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://danumhost.co.uk/knowledgebase
- Email Hosting (POP3, SMTP, IMAP): https://danumhost.co.uk/knowledgebase

- Domain Registration: https://danumhost.co.uk/knowledgebase

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

Terms Specific to Domain Name Services. We resell domain names. Depending on the TLD, when you apply to register a domain name, your request is transmitted to either Reseller Club (www.resellerclub.com) or Open Provider (www.openprovider.com), the two ICANN-accredited registrars we work with. By using our Domain Name Services, you agree to be bound by the domain name registration policies and procedures of whichever of these registrars sponsors your domain, so please read them. Reseller Club's policies and procedures are available at: https://uk.resellerclub.com/legal-agreements, and Open Provider's policies and procedures are available at: https://www.openprovider.com/legal/terms-and-conditions. 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. See our full Domain Registration & Transfers policy for more detail on both registrars.

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-day 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://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 to help you manage storage limits. We may also delete mail in your spam or bulk mail folder after such email becomes more than three hundred and sixty-five (365) days old 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 use 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. If you require server access, we do provide VPS and Dedicated servers which allow this access.

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 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 because of your failure to maintain updated account and contact information or for circumstances beyond our control.

7. 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://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 Limited permission to access your accounts for the purpose of troubleshooting technical issues with the account or server and to confirm compliance with all 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://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://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 two (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://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://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://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://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 can 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 may also be cancelled. If a domain was covered by the free renewal from a package that has been terminated will not be charged at the normal domain renewal rate.

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

9. Anytime Money Back Guarantee

We do not 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://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. You can also leave such comments on review websites like Trustpilot which can be accessed by going to https://review.danumhost.co.uk.

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. You can download full, partial or selective backups using the Jet Backup app found within cPanel.

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://danumhost.co.uk/knowledgebase/.

14. DanumHost Limited's Warranty

DanumHost warrants that it will perform the Services in accordance with prevailing industry standards. To make a warranty claim 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://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 a designated person under the UK's Sanctions and Anti-Money Laundering Act 2018 or by HM Treasury's Office of Financial Sanctions Implementation.

DANUMHOST

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 Limited 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 AND COUNTRIES 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 LIMITED'S LIABILITY HEREUNDER EXCEED THE AGGREGATE FEES ACTUALLY RECEIVED BY DANUMHOST LIMITED 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://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. To 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.K. 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, https://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. The laws of England and Wales 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, 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 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 but not limited to: 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, delays of common carriers, power outages, telecommunications failures, data centre failures, internet backbone issues, regulatory changes affecting hosting services, cyber attacks, and UK-specific challenges such as Brexit-related disruptions, changes in UK data protection regulations, or UK infrastructure maintenance. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time 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 England and Wales, without giving effect to the principles of conflicts of law. You agree that jurisdiction and venue for any disputes shall be exclusive in the courts of England and Wales, with the County Court or High Court in Doncaster having jurisdiction where appropriate. 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 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. If 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.

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