

## **ANU INTERNET SERVICES LTD**

### **STANDARD TERMS AND CONDITIONS**

The services and fee structure as set out in our Managed Services Quote are incorporated into these Terms and Conditions.

#### **1. DEFINITIONS**

- 1.1 References to 'we', 'us' and 'our' are references to Anu Internet Services Ltd registered in England and Wales with company registration number 5448643.
- 1.2 The terms 'you' and 'your' refer to any individual, company or business to whom we provide our services as specified in our Managed Services Quote including a person reasonably appearing to us to act with your authority.
- 1.3 In these conditions the following words and expressions shall have the following meanings:

**Business Day** - any day which is not a Saturday, Sunday or public holiday in the UK

**Confidential information** - information that is proprietary or confidential which is either labelled as such or else which would reasonably be considered as confidential because of its nature and manner of its disclosure

**Commencement date** - means the date of your acceptance of our Managed Services Quote in writing or a date between agreed in writing between us and you

**Cancellation** - means the provision of 30 days written notice from you

**Contract** - means any contract between us and you for the supply of services incorporating the Managed Services quotation and these conditions

**Customer Data** - means any information which is provided by you to us as part of your use of the services, including any information derived from such information, and the data inputted by you or on your behalf for the purpose of using the services or facilitating the use of the services

**Domain names** - means Internet addresses which have been registered with the central registration authorities on the Internet on your behalf

**Gigabyte** - means 1,073,741,824 bytes

**Hosting** - means the making available of Internet accessible services to you

Internet means the network of interconnected e-communications and computer systems connect by internet protocol numbers

**Megabyte**-means 1,048,576 bytes

**Quote** - means Managed Services Quote supplied to you  
**Services** - means the services to be provided by us to you as described in our Quote

**Upload** - means to transfer computer files to our computer system for publication on the Internet or WWW

**Web Site** - means the area on our computer system allocated to you for the purpose of this Contract

**WWW** - means World Wide Web service available on the Internet

1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Condition headings do not affect the interpretation of these conditions.

1.6 Any words in the singular include the plural and vice versa

## **2. APPLICATION OF CONDITIONS**

2.1 Subject to any variation under conditions 2.2 or 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions save any specific terms agreed in writing between us and agreed not to be excluded by this provision (including any terms or conditions which you purport to apply under any order, confirmation of order or other document).

2.2 Any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by our authorised representative on our behalf. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Contract. Nothing in this condition shall exclude or limit our liability for fraudulent misrepresentation.

2.3 We reserve the right to alter or amend our terms and conditions by giving you fourteen days' prior notice by email and by displaying the notice on the our web site in the Terms and Conditions section. If you do not want to accept any new conditions you must inform us immediately by

emailing us at [support@anu.net](mailto:support@anu.net) otherwise you will be deemed to have accepted such new conditions.

2.4 Your written acceptance (including email acceptance) of our quote from us shall be deemed to be an offer by you to buy the Services subject to these conditions.

2.5 No order placed by you shall be deemed to be accepted by us until we have acknowledged in writing (including email) your acceptance of our Quote unless you or us specifically agree another method

2.6 Any date proposed either by you or us for the provision of the Services is to be treated as an estimate only and we accept no liability for any failure to meet it.

2.7 These terms and conditions may change or be updated from time to time. It remains your responsibility to access and check these terms and conditions whenever you access this web site. The latest version of these terms and conditions will govern any future usage by you of this web site and the Services.

### 3. **CONTRACT PERIOD**

3.1 Subject to termination under clause 11, this Contract shall begin on the Commencement Date for the contract duration set out in the quote and in the absence of cancellation, the Contract shall automatically renew each calendar month on the anniversary of the Commencement Date or for such period as subsequently agreed by us in writing.

### 4. **CUSTOMER DATA**

4.1 The following definitions apply in this clause 4: the terms **“Data Controller”**, **“Data Processor”**, **“Personal Data”** and **“Processing”** bear the respective meanings given them in the General Data Protection Regulations 2018 and **“Customer Personal Data”** means any Personal Data comprised in the Customer Data.

4.2 The Customer acknowledges that the Supplier will be the Customer’s Data Processor, rather than a separate Data Controller, in respect of

Processing of Customer Personal Data under the Contract, and that the Supplier is reliant on the Customer alone for direction as to the extent the Supplier is entitled to use and process the Personal Data. The Supplier shall only carry out processing of any Customer Personal Data on the Customer's instructions; and shall implement appropriate technical and organisational measures to protect any Customer Personal Data against unauthorised or unlawful processing and accident, loss or damage.

4.3 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by the Supplier to perform services related to Customer Data maintenance and back-up).

## **5. YOUR RESPONSIBILITIES**

5.1 You agree that you will keep secure all login procedures, usernames and passwords supplied by us and not to pass that information to any unauthorised person. In the event of your login name and password being used by any unauthorised person, we accept no responsibility and you will be liable for additional charges arising therefrom.

5.2 It is your sole responsibility to make regular back-ups of your data and files used in connection with the Services. Even though we may make our own periodic back-ups for server maintenance purposes we are not responsible whatsoever for your data or files.

5.3 You agree that you will not:

5.3.1 perform any action that will reduce performance of our servers to the detriment of other users;

5.3.2 upload any virus which could infect our server or other equipment;

5.3.3 allow a virus to enter the Internet by allowing Internet users to download files containing viruses or (knowingly or otherwise) from their web space which is on our server;

5.3.4 upload any material which infringes the intellectual property rights of any other party. We accept no responsibility for your actions in either uploading material to the Internet or in your transferring of any material to other Web Sites (or vice versa);

5.3.5 upload any material which may be considered to be contrary to public decency and morality including (but not limited to) pornographic, barbaric and overtly tasteless material. We reserve the right to randomly inspect the data and/or Web Site on our server and in the event that any unauthorised material has been uploaded to our server, we reserve the right to inform the relevant authorities and to terminate this Contact forthwith;

5.3.6 cause or permit or in any way assist in any unauthorised publication or any dissemination of defamatory material or any material which could be considered to be in breach of the civil or criminal laws of England and Wales;

5.3.7 commit any act whereby access is gained by you to any information or resources of any person, body corporate individual, partnership, government agency, national institution, charity or recognised organisation without first having obtained authority from those persons or institutions;

5.3.8 use our servers or network to send unsolicited or spam e-mail to other Internet users regardless of whether we are referred to or not either directly or indirectly in such postings. Failure to meet this obligation would result in the termination of this Contract without refund;

5.3.9 not to use our servers or network either directly or indirectly in a way that would have a detrimental effect on network performance;

5.3.10 do any act or omission the result of which would have the effect of bringing us into disrepute.

## **6. HIGH RESOURCE USAGE POLICY**

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

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

6.3 Resources are defined as bandwidth, processor utilisation or disk space.

6.4 We reserve the right to suspend or terminate any Web Site immediately in order to prevent the misuse of our servers and to maintain maximum availability for other users. You may be offered alternate hosting options including us hosting the Web Site for an additional fee.

## **7. CONFIDENTIALITY**

7.1 Each party undertakes that it shall not disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party save that each party may disclose the other party's Confidential Information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract and as may be required by law, court order or any governmental or regulatory authority. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's Confidential Information comply with this clause 7.1

7.2 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Contract and each party shall take all reasonable steps to ensure that the other's

Confidential Information to which it has access is secure. This clause 7 shall survive termination of the Contract, however arising.

## **8. LIMITATION OF LIABILITY**

8.1 The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

(a) any breach of these conditions;

(b) any use made by you of any of the Services;

(c) the content of any information and functionality or any code, documents or other media placed by you onto server space provided by us;

(d) the failure of or any problem experienced by you in the operation of your Web Site;

(e) with regard to any application, receipt of, or failure to receive Domain Name registration, the registration, renewal, non-registration, non-renewal, suspension, transfer, failure to transfer, operation, delivery, mis-delivery or any and all combinations or for any errors or omissions or any other actions by the registry administrator arising out of or relating to any application, receipt of, or failure to receive a domain registration; and

(f) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract save that where you are a consumer rather than a business no provision of this clause 6 or these conditions shall affect your rights as a consumer. As the Services are normally supplied immediately unless agreed otherwise with us there is not normally an opportunity to cancel under regulation 13 of the Consumer Protection (Distance Selling) regulations 2000.

8.3 Nothing in these conditions excludes or limits our liability:

(a) for death or personal injury caused by our negligence; or

(b) for any matter which it would be illegal for us to exclude or attempt to exclude its liability; or

(c) for fraud or fraudulent misrepresentation.

8.4 Subject to conditions in clauses 5.2 and 5.3:

(a) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total amount paid for the Services (or Domain Name registration) for the 12 months preceding any alleged breach of this Contract ; and

(b) we shall not be liable to you for any:

(i) pure economic loss

(ii) loss of profit

(iii) loss of business

(iv) loss of anticipated savings

(v) depletion of goodwill or otherwise

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

8.5 Each provision of this condition 8 is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable.

## **9. INDEMNITY**



9.1 Without prejudice to any other rights or remedies which we may have against you, you agree to indemnify and keep us indemnified against:

9.1.2 all costs, claims, demands, liabilities, expenses, damages or losses or expenses arising out of or in connection with any breach by you of this Contract; and

9.1.3 all costs, claims, demands, liabilities, expenses, damages or losses or expenses arising out of any action brought or threatened against us by a third party which is caused by or arises from any action or omission of ours carried out pursuant to your instructions.

## **10. CHARGES AND PAYMENT**

10.1 We will invoice you our Charges for our services every 30 days unless specifically agreed in writing between us at different intervals during the duration of the Contract. Charges are payable within 30 days of submission of the invoice. The time for payment shall be of the essence.

10.2 You shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by us to you.

10.3 All payments payable to us under the Contract shall become due immediately on its termination despite any other provision.

10.4 Without prejudice to our other rights we reserve the right to charge daily interest on all outstanding amounts from the due date until payment is received in full at the rate equal to 4% per annum above the Bank of England base lending rate as current from time to time whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this Contract for any cause whatsoever. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

10.5 Value added Tax where applicable will be added at the appropriate rate to the total of all charges shown on your invoice.

10.6 Where payment is by credit card or debit card you expressly authorise us to charge recurring billing by such method until we receive from you a cancellation notice (see condition 10.2) or the Services end.

10.7 If you dispute any payment made to us you shall contact us immediately to discuss repayment. In the event that you submit an unjustified chargeback (being a credit card or debit card chargeback or cancellation of a cheque or submission of a cheque that is returned for any reason) then the following shall be due and payable by you within 7 days for each instance of a chargeback:

10.7.1 the charges due and payable by you for the Services used in the period covered by the chargeback; and

10.7.2 such chargeback costs as are levied upon us by your bank or credit card company; and

10.7.3 a chargeback administration fee of £50; and

10.7.4 our reasonable costs and losses incurred in recovering the above-mentioned fees including debt recovery costs, legal fees and debt collection costs.

10.8 In the event of an unjustified chargeback our right to terminate this Contract as set out in condition 11 shall apply save that the period in clause 11.2 shall be reduced 14 days and the period in condition 11.3 shall be reduced to 10 days.

## **11. TERMINATION OF THIS CONTRACT BY US**

11.1 If you do not pay any charge when due or materially breach this Contract in any other way we can terminate this Contract immediately without the requirement of prior notification.

11.2 If any sum payable under this Contract is still outstanding one month after the service of written notice to you requiring you to pay all outstanding sums in full we may in our absolute discretion suspend the Services.

11.3 If you have still not paid within 14 days of the written notice referred to in condition 11.2 we may in our absolute discretion disconnect the Services, delete your data and terminate the Contract.

11.4 Should we reasonably deem you a threat to the integrity of the our network whether as a result of your actions or threats of such actions or by hostility of your actions or due to any other reason which in our considered opinion would be against our business interest, then we can terminate this Contract immediately without the requirement for prior notification.

11.5 If you go into liquidation or (in the case of an individual or firm become bankrupt) make a voluntary arrangement or have a receiver or administrator appointed we can terminate this Contract immediately without the requirement of prior notification.

11.6 Termination of this Contract by us will result in the retaining by us of all monies received from you who will not be entitled to a refund of monies paid.

11.7 Upon termination of this Contract you shall nevertheless remain liable for all charges due or which would have been payable under this Contract.

11.8 On termination of this Contract we will remove all materials held on our systems and remove all your system privileges.

11.9 Subject to our sole discretion after termination, if we agree that you may once again be reconnected to the service, any reconnection will be subject to an administration charge of £50 together with any outstanding charges payable prior to the reconnection.

11.10 We reserve the right to terminate our contract with you by providing you with 30 days' notice in writing and refunding any excess amounts paid.

## **12. CANCELLATION OF THE CONTRACT BY YOU**

12.1 You may cancel any ordered product or service within 14 days from the order date without incurring any liability to pay us for services rendered, excluding any costs reasonably incurred by us in fulfilling your order, including but not limited to the purchase of domain names or software licenses on your behalf which the quoted amount will remain due.

12.2 Subject to clause 12.1, you can cancel this Contract by providing at least 1 month's written notice to expire on the anniversary of the Commencement date sent to support@anu.net. In the absence of such cancellation the Contract will automatically renew and continue until such time as a cancellation is provided. You will be liable for our charges as set out in our quote for the duration of this Contract.

12.3 Amounts paid in advance are non-refundable. If a service cancelled part way through a calendar month, we may issue a credit note for excess amounts paid, excluding any costs we have incurred in providing the service for the full calendar month. This may include costs such as license fees or domain name charges.

### **13. FORCE MAJEURE**

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

### **14. PROPER LAW AND JURISDICTION**

This Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the Courts of England and Wales have exclusive jurisdiction to settle any disputes or claims that arise out of or in connection with the Contract.

## **15. LIMITATION ON ASSIGNMENT**

15.1 You must not assign the benefit of this Contract in whole or in part.

15.2 We reserve the right to assign the benefit of this Contract by giving prior written notice of any assignment to you.

15.3 Except with our prior written consent the Service shall not be used by or on behalf of any person other than you or a third party specified on the application form and no condition shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act.

## **16. NOTICES**

Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre paid first class post or recorded delivery post to the other party at its registered office, or such other address as may have been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not within business hours, at 9am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

## **17. DOMAIN NAMES**

Domains registered on your behalf shall be subject to the Terms and Conditions of the applicable Domain Registry. Links to relevant registries are set out below:

### **17.1 .UK top level domain names**

We charge £7.20 excluding VAT per domain name which covers a 1 year period, this is also the renewal fee. We do not charge for cancellations, changes of registration or transfers. We will email the contact of the account 30 days before your domain name is due to expire to ensure you have plenty of time if you would like to keep the domain name. Should you wish to keep the domain name, you simply need to reply to one of the emails confirming you are happy to renew. If you do not wish to renew please reply to the email. If you do not respond the domain name will not be renewed and will be suspended 30 days after the expiry date and cancelled after a further 60 day grace period.

.uk domain registrations are subject to Nominet's Terms & Conditions of Domain Name Registration which can be viewed at <https://www.nominet.uk/resources/policy/policies-rules/>

### **17.2 .IE top level domain names**

The specific terms and conditions relating to .IE domain names can be accessed at <https://www.iedr.ie/registrator-terms-conditions/>

### **17.3 Other top level domains**

Other top-level domains registered through Anu Internet Services Limited, unless explicitly specified otherwise, are subject to the eNom, Inc. Registration Agreement which can be viewed at <https://www.enom.com/terms/agreement.aspx>