



OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we (“fixed.net”) supply services to you. All terms are effective from the date of your electronic submission of order.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 **Amendment of Terms.** Fixed.net may at any time, at its sole and absolute discretion, change or modify this Agreement and any policies or agreements that are incorporated herein. Any changes or modifications will take immediate effect. Your continued use of the website or our services will constitute your acceptance of the amended Agreement. We will notify you by email 30 days in advance of any changes to our services. The obligation is upon you to ensure that the email you have provided to us is up to date. We accept no liability or responsibility for your failure to receive any email communications from us if such failure results from an inaccurate email address.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Fixed Dot Net, Inc., a company registered in Delaware, US with File number 6856351. We are a part of World Host Group (<https://worldhost.group>) and a subsidiary of World Host Group US Inc., a Delaware corporation (File number: 7288399).

- 2.2 How to contact us.** You can contact us via the contact methods mentioned at <https://fixed.net/contact> or by logging into your client area at <https://my.fixed.net/> and raising a support ticket. If you are requesting a website task or fix, you must do this through the my.fixed.net interface.
- 2.3 How we may contact you.** If we have to contact you we will do so through your my.fixed.net account, by telephone or by writing to you at the email address you have provided to us. Please note we will never ask for your password. If you are unsure of the identity of a caller, please contact us directly.

3. OUR CONTRACT WITH YOU

- 3.1 How we will accept your order.** Placing an order on our website does not guarantee acceptance of your order. Our acceptance of your order will take place after your order is placed at the point you receive confirmation that your order has been fulfilled. At this point a contract will come into existence between you and us. Payment must be received before any services will be provided.
- 3.2 If we cannot accept or fulfil your order.** If we are unable to accept or fulfil your order, we will inform you of this and refund any money paid you have paid to us.
- 3.3 Account Details.** In order to access our services you will be asked to create an Account. Authentication for our system is handled by Google Firebase Auth. We do not have access to your password. You warrant to fixed.net that all information submitted in order to set up and utilise your Account is true, accurate and complete. You are solely responsible for activities on your Account, whether authorised by you or not. You must keep your login details secure. You must notify us immediately of any unauthorised use of your account or security breach.
- 3.4 Additional Users.** Your account is for your use only. Any additional user should create their own account and be added as a delegate to each website.

4. OUR PRODUCTS

4.1 ONE OFF WEBSITE TASK

We provide one-off website fixes and tasks. These fixes and tasks will be completed by our expert team for a fixed fee that is advertised on our website.

- 4.1.1 Inclusions:** Task types may include malware removal, wordpress migrations, php error fixing, fixing broken websites.
- 4.1.2 Specific exclusions.** The following work is explicitly excluded from the One-off Website Task service: any website development tasks, any design related tasks, editing functionality of a website, configuration of an external hosting environment, data entry, content writing, link building and closing SQL injection vulnerabilities present in custom code.
- 4.1.3 Individual fixed task request.** Each individual website fix or task must be submitted as a separate task. If multiple tasks are submitted in a single submission we reserve the right to either reject the order or reassign each individual task or fix to separate orders. You will be charged for each individual website fix or task.
- 4.1.4 Time limit.** We will normally provide you with a time frame for completion of the work at the time the order is placed and the details of the website fix or task are provided to us. Whilst we endeavour to complete any website fix within two hours of accepting the order, we offer no guarantee as to how long it will take us to complete the website fix. We will dedicate a reasonable amount of time required to complete the website fix. However, if we are unable to complete a fix within a reasonable amount of time we reserve the right to cancel your order and fully refund the fee paid for the fix.
- 4.1.5 Team member.** Wherever possible we attempt to appoint a specific team member to complete a website fix. However, we work as a team and any team member may work on your website fix at any given time.
- 4.1.6 Incomplete website fix.** There will be occasions where it is not possible to fix the problem, for example where the website is irretrievably broken or where features of your website are incompatible with other features or the hosting environment. Where we are of the reasonably held view that it will not be possible to complete a website fix regardless of the amount of time our experts spend, we will notify you of this and provide you with written confirmation setting out why it has not been possible to complete the website fix.
- 4.1.7 Best Effort Service.** Fixed.net will use reasonable skill and care to complete any website fix or task. However, it is not possible to guarantee any website fix or task will be error free. Where errors arise you must notify us within 7 days. If the error is as a direct result of the work

undertaken by us we will endeavour to resolve the error within a reasonable period of time. Where it is not possible to fix an error we will refund you for the task, and/or attempt to roll back our changes to a backup.

4.1.8 Completion of Fix. Tasks can be marked complete through your my.fixed.net client area at any point. One of the team can also mark your task complete at any point; you will be informed in writing and can re-open the task if required for up to 48 hours. If we do not hear from you on any task, regardless of state, within any 5-day period, your task will be automatically marked completed.

4.1.9 3rd Parties. Fixed.net is not responsible for any work done by third parties on your website, or for any software or plugins that are utilised by you. There may be occasions where actions by third party suppliers, such as website hosts, software and plugin developers, web browsers, email clients, domain name registrars or search engines, will affect fixed.net's ability to complete a fix or task. In the event of a third-party interruption fixed.net will not be liable for any delay in completing the fix or task. You will not be entitled to a refund in the event that we are unable to complete a website fix or task as a result of a third party's action.

4.1.10 Task categorisation. The suitability of a certain task and whether it fits within our scope of service is entirely at the discretion of fixed.net.

4.2 WEBSITE MAINTENANCE SERVICE - MONTHLY PACKAGES

We provide website maintenance service plans on either a monthly or yearly subscription basis.

4.2.1 Care Plan. Monthly subscription maintenance service plans are limited to the following services:

- Unlimited hosting support and maintenance fixes
- Managed web hosting. This is optional. If chosen, the care plan includes unlimited Hosting Tasks as defined in clause 4.2.5 below.
- 24 hour a day online chat and phone support
- An initial site audit, migration and optimisation
- Constant engineer monitoring
- Pro-active software updates
- Pro-active theme & plugin updates where possible.
- Ongoing malware protection & clean-up
- Twice-daily managed backups

4.2.2 Unlimited Plan and Enterprise Plans. Monthly subscription maintenance service plans are

limited to the following services:

- All of the services delivered in the Care Plan, plus,
- Unlimited small custom tasks and revisions

4.2.3 Website Subscription. Both our Care plan and our Unlimited plan are supplied on a per-site basis. Websites that share the same codebase and show the same content (e.g. aliases) are deemed as one website for the purpose of our monthly packages. Independent sites run from the same web-space or codebase are seen deemed to be two separate websites. For the avoidance of doubt, WordPress multisites are classified as individual websites.

4.2.4 Hosting task. Hosting tasks are only available to clients who host with us under a maintenance subscription and are not purchasable as one-off tasks. Hosting tasks examples include email management, DNS configuration, set up DNS records, manage SPF records, server caching setup. set up server caching.

4.2.5 Team Member. A suitably qualified team member will always be available to undertake any maintenance fix, custom or hosting task required. We make no guarantees that the same team member will deal with your account at all times.

4.2.6 Update Frequency. The frequency with which we undertake theme, core and plugin updates is at our discretion.

4.2.7 Paragraphs 4.1.4 to 4.1.11 inclusive apply to all monthly subscription packages.

5. HOSTING

5.1 Purpose of Services. Unless explicitly 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 for purposes other than hosting a website are not permitted on our servers. You may only use such tools with our agreement in writing on a dedicated server. We reserve the right to take proactive action to maintain the stability of our systems for all clients.

5.2 Suitability of Hosting Environment. On our included managed hosting, we do not actively limit your account on either disk space or bandwidth (or both). However, to ensure system stability, accounts are limited by resource usage to ensure no one client can affect the service of others on shared servers. On dedicated servers, your resources are defined by the package you purchase.

- 5.3 “Unlimited” Allowances.** Any ‘unlimited’ allowances are subject to fair use and any customer using an amount of monthly bandwidth or disk space deemed excessive in comparison to the average usage by other customers on our platform may, at our discretion, be advised to improve website efficiency and/or configure a CDN, or upgrade to a bespoke solution and will be billed accordingly.
- 5.4 Service Needs.** If we feel that the service selected or purchased by you does not meet your service needs we will inform you of this and advise you of the appropriate service for your needs. We are under no obligation to continue to provide hosting services that are inadequate or unsuitable to your needs. Refusal to cooperate with an account move request may result in account suspension and/or termination.
- 5.5 Migration Service.** We offer a free migration service to help move your website from your previous provider to ourselves. This is a best-effort service. We will take reasonable care to move your site files and data but it is your responsibility to give us suitable access to retrieve the data and to check that the site has been migrated successfully. In some cases we may be able to migrate emails, dns records and domain names also, but we do not warrant that we can move them successfully, or without interruption.
- 5.6 Changes to the hosting environment.** We reserve the right to change the hosting environment your website runs in: a) to reflect changes in relevant laws and regulatory requirements; and b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will be made on a “like for like” basis and will not affect your use of the hosting environment. The only circumstances where material changes will be made to your website hosting environment will be to provide you with an ‘upgrade’. You will be informed in writing of any changes that we make to the hosting environment.
- 5.7 Upstream Providers.** You must agree to the terms of our upstream providers with emphasis on their terms of export law. We have attempted to incorporate all of their relevant terms into this agreement.
- 5.8 CDN and Bandwidth Usage.** In some locations where bandwidth prices are high due to relative lack of connectivity (e.g. the Middle East), or fluctuate, we may require you to use a CDN service we provide. A CDN service distributes worldwide traffic worldwide, rather than from your single server, thus speeding up page loads and reducing bandwidth from source. We will reasonably assist with the setup.
- 5.9 No Guarantee.** We make no guarantee to defend your website from a denial-of-service attack unless that service has been specifically offered and agreed. If you think you may be a DDOS target you should purchase a DDOS mitigation service from a third party such as Cloudflare.
- 5.10 Service uptime.** We endeavour to provide a 99.9% service uptime, excluding planned or

emergency server maintenance or conditions beyond our reasonable control. All customers will be notified of planned maintenance as far as possible in advance through our status page and, should the maintenance last for longer than 30 minutes, via e-mail. In the event of a problem with your server, we shall ensure that a qualified engineer will be dealing with the problem within 30 minutes of being notified. In the rare event that your problem cannot be resolved within 30 minutes you will be notified. When notifying you we will provide you with the details of the problem along with an estimation of when the issue will be resolved.

5.11 Backups. We take twice-daily backups of your websites and store them offsite, usually in the same geographic region (but not necessarily the same country) as your live server for the best performance. If you have data residency requirements please contact us to arrange a bespoke solution. We may exclude files we consider non-fundamental to the operation of your website, e.g. error logs, cpanel backups, cache files. Backups are a best effort service and we do not warrant that they are complete or regular. It is your responsibility to keep backups of your own website.

5.12 Disruption to Services. We are not responsible for disruption to the services outside our control. We endeavour to choose providers that offer an extremely high level of performance and uptime but if our supply of the services is disrupted by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the disruption. We will not be liable for disruption caused by the event. We will not be responsible for network or hardware issues upstream of us. E.g. if AWS have an issue we will not be responsible for their problems or include this within our 99.9% uptime calculation.

6. PROVIDING THE SERVICES

6.1 Service costs. The costs of the services will be as displayed to you on our website. We reserve the right to amend our costs at any time.

6.2 Notice of changes to Service costs. We will give one calendar month notice to you of changes to the cost of our monthly rolling subscription plans if you are a current subscriber. If you have signed up for a one-year contract you will be notified of any changes to the cost of the service one calendar month prior to the expiration of the contract.

6.3 Length of Subscription. Subscriptions are provided to you on the basis of either a monthly, quarterly or a yearly rolling contract. Subscriptions will be renewed automatically and charged to the payment source entered on your fixed.net account.

- 6.4 When we will provide the services.** We will supply the services to you until the subscription expires or you end the contract as described in clause 10 or we end the contract by written notice to you.
- 6.5 What will happen if you do not give required information to us.** We need certain information from you to supply the services to you as stated in the sign-up section for the services on our website. We may contact you to ask for further information or to check the information you have provided to us. If you do not give us this information within a reasonable period of time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for any delay in supplying the services or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.6 Full Access.** You must provide us with full access to a website in order to work on a task. We cannot make changes via git, or by using SSH keys.
- 6.7 Reasons we may suspend or disable the supply of our monthly subscription services to you.** We may have to suspend the supply of a service to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see Clause number);
 - (d) when required by law;
 - (e) where we believe that you are in breach of any material term of this Agreement;
 - (f) to resolve any third-party claims or actions;
 - (g) to avoid financial loss or legal liability.
- 6.8 Your rights if we suspend the supply of our monthly subscription services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 24 hours in any 7 day period we will adjust the price so that you do not pay for products while they are suspended, save where the suspension is as a result of your breach of this Agreement or in accordance with clause 6.5 b (b) to (g) above. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 120 hours and we will refund any sums you have paid in advance for the service in respect of the period after you end the contract save where the suspension is as a result of

your breach of this Agreement.

- 6.9 Failure to complete Maintenance fix, Custom task or Hosting task as part of a monthly Service Package.** You will not be entitled to any refund in the event that our team is unable to complete any Maintenance fix, Custom or Hosting task as part of your monthly Service Package. In the event that we are unable to complete the single monthly fix or task available under our Care package, we may, at our absolute discretion offer to undertake a further fix or task during that calendar month.
- 6.10 We may also suspend supply of the service if you do not pay.** If you do not pay us for our services when you are supposed to (see *Clause 10.6*), we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. As well as suspending the services we can also charge you interest on your overdue payments. Once payment has been made in accordance with these terms, we will use reasonable endeavours to ensure that the service is restored to you within 24 hours.
- 6.11 Service suspension.** If your service has been suspended or goes overdue, we may no longer retain a copy of your data or website. Your website IP address may also change. This is due to the nature of us using global cloud providers: we will not be responsible for the cost of keeping your service running if you fail to pay your invoices.

7. YOUR OBLIGATIONS UNDER THE CONTRACT

- 7.1 You are responsible for the content on your website.** Customers are responsible for all scripts, data and other objects on their website.
- 7.2 You are responsible for backing up your website.** Whilst we will endeavour to complete a backup of your website prior to undertaking any maintenance fix, hosting or custom task. You must ensure you have completed a full backup of your website prior to placing any one-off order with us or placing a Site Task Request as part of one of our maintenance plans. We do not guarantee that any backup we routinely undertake of your website will be successful. You should always keep your own local backup. When your contract with us is concluded we will not retain any backup of your site.
- 7.3 You are responsible for the content on your account.** Abusive scripts are scripts which interfere with our systems and/or the accounts of other customers, cause harm to any other computer system or user, or engage in any type of fraudulent activity. Any account found to

be the source of abusive scripts will be immediately suspended and investigated, and subject to action as detailed under Illegal Content below. We will, where necessary, fully co-operate with the authorities.

- 7.4 You must not use the service for transmission of illegal material.** You agree to refrain from uploading to your hosting service, sending or receiving any materials which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing or otherwise as prohibited by current and future statutes in force in England and Wales, in the server location where you have chosen to host your site, or in the jurisdiction of the network provider who provides the underlying network infrastructure (see Appendix A). It is the user's sole responsibility to ensure this. Storage, distribution of or transmission of illegal materials may lead to investigation and possible prosecution by the relevant authorities. In particular you:
- 7.4.1** must not gain or attempt to gain unauthorised access to any computer systems for any purpose. Such action may lead to criminal prosecution under the Computer Misuse Act;
 - 7.4.2** must not send data to the internet using forged addresses or data which is deliberately designed to adversely affect remote machines (including but not limited to denial of service (DDoS), worms and viruses, trojans and ping storms);
 - 7.4.3** must ensure that local PCs and network connected servers are not configured to allow open relay and must not participate in the sending of unsolicited bulk email (commonly referred to as 'spam', 'UBE', 'UCE');
 - 7.4.4** are prohibited from running 'port scanning' or other software intended to probe, scan, test the vulnerability of or access remote systems or networks except in circumstances where the remote user has given express permission for this to be done. We may ask for evidence of such permission;
 - 7.4.5** must take all reasonable steps to ensure that your password and login credentials remain confidential;
- 7.5** You agree to refrain from sending or receiving any material which may be in breach of copyright (including Intellectual Property Rights), confidence, privacy or other rights. If you are in any doubt as to the legality of what you are doing, or propose to do, you should take independent legal advice.
- 7.6** Open proxy servers are not permitted under any circumstances and will result in immediate termination of service.
- 7.7** Sites must not contain 'hateful' material or content which seeks to incite hate.
- 7.8** Sites must not contain images, videos, depictions or descriptions of pornography which is

unlawful or which is deemed to be distasteful at our sole discretion.

- 7.9** Sites must not contain 'warez', copyrighted music/videos or links to such content. It is your sole responsibility of the user to ensure that they have the rights to distribute any content displayed on their website.
- 7.10** Sites must conform to recognised international copyright law.
- 7.11** **Registration of domain names.** You are responsible for ensuring that the registration of a domain name and the manner in which it is to be used, either directly or indirectly; will not infringe any third party rights, including third party intellectual property rights; is not being made in bad faith or could otherwise be considered to be an abusive registration under the dispute resolution procedures or policies of any relevant registry or of ICANN; and will at no time be used for an unlawful purpose whatsoever. You accept and consent to us making your registration details in relation to your Domain available to third parties including ICANN and the applicable registry for the Domain as applicable including to law enforcement and governmental bodies as required by law.
- 7.12** You agree that on transferring ownership of a registered Domain to another person or registering a Domain on behalf of another person (the "Transferee") you will confirm and prove that the Transferee agrees in writing to be bound by the terms of this Agreement at our request.
- 7.13** We will not transfer ownership of a Domain until all Fees attributable to the services associated with the account, which are due have been paid by you to us.
- 7.14** In the event that we receive a complaint in regards to trademark / brand infringement, we have the right to place a Domain on hold. We shall take this action if in receipt of a decision from a Domain Dispute Resolution and/or a settlement agreement between the parties concerned. Any renewal payments must be paid to us by you.
- 7.15** In the event of receiving documentation which matches the WHOIS details, we reserve the right to lock the domain and place a registrar hold on it. We shall not move the Domain from this status until we are satisfied that the dispute has been resolved between the parties concerned, with documentation provided to us proving the same.
- 7.16** We undertake to take any action required under the provisions of the Regulation of Investigatory Powers Act and will fully cooperate with the appropriate UK authorities.

8. ACCEPTABLE EMAIL USAGE

- 8.1** We provide the ability to send e-mail using SMTP. This is designed for day-to-day communication needs. All outbound mail is scanned by a cloud-based spam filtering system.
- 8.2** We have a zero-tolerance policy against spam and the sending of bulk, unsolicited e-mail is prohibited at all times. Customers who abuse the email service will be notified that their behaviour is unacceptable and may have their accounts suspended, terminated or blocked.
- 8.3** By purchasing the services you agree the following:
- (a) not to send emails that might cause annoyance, inconvenience or anxiety to a recipient;
 - (b) not to send any emails likely to cause distress or any material which is offensive, indecent, obscene, menacing or in any way unlawful;
 - (c) to have a clear opt out policy in all newsletter communications;
 - (d) not to use our mail services or network to send email to any user who does not wish to receive it;
 - (e) not to use our mail services or network to send unsolicited email, in bulk (commonly known as 'spam') or individually;
 - (f) not to use our mail services or network with intent to deprive others of service ('mail bomb');
 - (g) not to use false mail headers or alter the headers of mail messages in such a way as to conceal the identity of the sender;
 - (h) not to use any email address that you are not authorised to use;
 - (i) to ensure that any email servers connected to our network and operated by you are not configured to allow 'open relay';
 - (j) to take full responsibility for your own email reputation;
 - (k) not to take any action that would put you or us in breach of obligations under the General Data Protection Regulations or Data Protection Act 2018.

9. ACCEPTABLE WEB USAGE

- 9.1** Web usage includes the use of web space provided with client accounts, web hosting on our servers and the use of web services and space on dedicated servers. We do not monitor content on any web space maintained by customers (whether shared served space or dedicated services). We bear no responsibility for the content of your website.
- 9.2** It is your sole responsibility to ensure that the content and materials on any website owned or operated by you contains material that you have created or have permission to use.
- 9.3** It is your sole responsibility to resolve any dispute involving Copyright or Intellectual Property Rights associated with your website or web service. You agree to indemnify fixed.net against all costs, including legal costs, of defending any claim against us from any third party regarding your use of copyright or intellectual property rights in relation to any claims made against you or us Worldwide.
- 9.4** You must not use your website or web service to promote or distribute any material or content that is illegal (under any current or future legislation) in either the UK or any other jurisdiction in which your website or web service is operational. You should be aware that the internet is a global communications network and what may be legal in the UK may be illegal elsewhere and leave you liable to prosecution in another country.
- 9.5** Legal adult content as defined by UK law is allowed on our servers however you must inform us in advance of placing any order with us as we will host your site on a separate IP to prevent any SEO implications for other clients.
- 9.6** If you are not located in the UK and intend to upload adult content of any type onto your website or web service you must contact us prior to placing any order. We reserve the right to decline to offer our services at our absolute discretion.
- 9.7** We reserve the right to undertake investigation of content services if potential abuse is brought to our attention and to remove any web page on our servers at any time and for any reason. Any accounts found to be abusive, contain illegal content or otherwise break our terms of service will be liable for immediate termination.

10. YOUR RIGHTS TO END THE CONTRACT

- 10.1 Ending your contract with us as for a One-off Website Task.** You are not able to cancel your contract with us for One-off Website Task once your order has been submitted to our website and accepted by us. In most circumstances we will commence work on your Website Task as soon as the order is submitted and costs will be incurred by us. Any request for a refund will be considered on a case by case basis. Refunds will be made at our absolute discretion.
- 10.2 Ending your contract with us for a Website Maintenance service plan.** You may terminate your contract with us by cancelling the service in advance of the renewal date (by 11.59pm GMT on the day before renewal is due) through the client area at <https://my.fixed.net>.
- 10.3 Refunds of prepaid months.** We offer a low cost service, with significant discounts available for prepayments. You will not be entitled to a refund of any monies paid once the service has commenced.
- 10.4** If the services you have paid for are faulty or misdescribed you may have a legal right to end the contract or to get the service re-performed or to get some or all of your money back. You must inform us in writing of the reasons why you say that the services are either faulty or misdescribed. We will respond to any complaint within 28 days of receipt and inform you whether a refund will be administered.
- 10.5 Inappropriate or illegal activity.** If your account is found to contain illegal activity, illegal mp3 files, pirated software, hacker programs, warez programs, or any other illegal files, your account will be suspended immediately. Failure to remove the offending content will result in your account being terminated and no refunds will apply.
- 10.6 Processing of refunds.** Any refund will be processed within 7 working days of receipt.
- 10.7 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online if you are a Consumer within the meaning of those regulations you have a legal right to change your mind within 14 days and receive a refund. You do not have the right to change your mind in respect of digital products after you have started to download or stream these; services, once these have been completed, even if the cancellation period is still running; sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them.

11. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

Tell us you want to end the contract. To end the contract with us, please visit your My Account section in my.fixed.net and place a cancellation request.

12. OUR RIGHTS TO END THE CONTRACT

12.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due.
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;

12.2 You must compensate us if you break the contract. If we end the contract in the situations set out in *Clause 12.1* we will refund any money you have paid in advance for products we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12.3 We may withdraw the services. We may write to you to let you know that we are going to stop providing the services. We will let you know at least 30 days in advance of our stopping the supply of the services and will refund any sums you have paid in advance for services which will not be provided.

13. PRICE AND PAYMENT

13.1 Where to find the price for the service. The price of the service will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the service advised to you is correct. Where VAT is applicable (based on your location and the services you order) it shall be detailed on the order steps. However please see *Clause 13.3* for what happens if we discover an error in the price of the product you order.

13.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.3 Changes in the price. We reserve the right to alter the prices advertised on our website and

fees at any time. We will provide written notice of any changes via email to the email address provided by you to us when registering your account. In most cases, changing the price on the website for new customers will not affect the price for existing customers. If your contract is for a fixed term, the price alteration will take effect at the end of the current term and at the time of renewal.

13.4 What happens if we got the price wrong? It is always possible that, despite our best efforts, you are provided with the incorrect price for our service. If the correct price is less than the stated amount will amend the price and refund any difference to you. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

13.5 When you must pay and how you must pay. We accept payment by most major credit and debit cards.. When you must pay depends on what product you are buying. You warrant that you are lawfully authorised to make payment using the payment card or facility used. In the event that you are not the named cardholder, you will indemnify us in the event that the cardholder or issuer declines any transaction for payment, including our costs in recovering the outstanding amount due.

14. If a chargeback is incorrectly made against your account, we reserve the right to suspend and/or terminate your account until reimbursed and a £50/\$80 administration fee will be charged.

14.1 Payment due at time of order. You agree to pay all amounts due for services at the time you order them. All amounts are non-refundable unless otherwise stated in clause 7 above

14.2 Invoices will be generated at the point of payment. Invoices will be sent to the email address provided by you once the payment has been successfully processed. You can see your email history and view all invoices in <https://my.fixed.net>

14.3 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a

foreseeable result of our breaking this contract or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation
- 15.3** We shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from our servers going offline or being unavailable for any reason whatsoever. Furthermore, we shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of our servers; loss of service or any costs incurred due to a configuration or service issue resulting from our provided services. All damages shall be limited to the immediate termination of service.
- 15.4 We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 15.5 Limit of liability.** Save where you are acting as a Consumer within the meaning of the Consumer Rights Act 2015 our aggregate liability shall be limited to twice the fees paid by you for the services in relation to which your claim arises during the 12 month period prior to the claim.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our <https://fixed.net/knowledge-base/article/privacy-policy>.

17. OTHER IMPORTANT TERMS

- 17.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if

we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 10 days of us telling you about it and we will refund you any payments you have made in advance for any complete month of service not provided.

- 17.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.