

These Terms apply to all services we provide.

The online customer order form, Acceptable Usage Policy, and 30-Day Money-Back Guarantee form an integral part of these Terms and Conditions.

Key clauses to note:

- 2.7 – Estimated Dates
- 3 – Contract Period and Renewal
- 4.2 – Your Responsibility to Back Up Data
- 6 – Our Liability and Right to Cancel
- 7 – Indemnity
- 8.9 & 8.10 – Chargeback Fees
- 9 & 10 – Termination

Additional Terms:

Domain Registration

General Data Protection Addendum

1. Definitions

1.1 References – “We”, “us”, and “our” refer to **HostXNow**. “You” and “your” refer to any individual, company, or organisation to whom we provide Services, including anyone acting with your authority.

1.2 **Meanings** – In these Terms, the following definitions apply:

- **Commencement Date** – The date we accept your order, as confirmed in your account activation notice.
- **Contract** – The agreement between you and us for the supply of Services, incorporating these Terms.

- **Domain Name** – An Internet address registered with the relevant authority on your behalf.
- **Gigabyte (GB)** – 1,073,741,824 bytes of information.
- **Hosting** – The provision of Internet access for your Domain Name or Website.
- **Internet** – The global network of interconnected computer systems using Internet Protocol (IP).
- **Megabyte (MB)** – 1,048,576 bytes of information.
- **Renewal Date** – The day after the end of the initial or any subsequent billing period.
- **Services** – The Internet services we provide to you as detailed in your order, including any additional services agreed upon.
- **Upload** – Transferring files to our system for publication on the Internet.
- **Website** – The allocated space on our system under this Contract for hosting your content.
- **WWW** – The World Wide Web service available via the Internet.

1.3 References to legislation include all amendments, extensions, applications, or re-enactments, and any subordinate legislation in force at the time.

1.4 Headings are for convenience only and do not affect interpretation.

1.5 Words in the singular include the plural and vice versa.

2. Application of Conditions

2.1 Except as varied under clauses 2.2 or 2.3, this Contract is governed solely by these terms and conditions, to the exclusion of any other terms (including those you may attempt to apply through an order, confirmation, or other documents).

2.2 No variation, addition, or representation relating to the Services shall be binding unless expressly agreed in writing and signed by our authorised representative. You acknowledge that you have not relied on any statement, promise, or representation not expressly included in this Contract. Nothing in this clause limits our liability for fraudulent misrepresentation.

2.3 We may amend these terms and conditions by providing at least **fourteen (14) days' notice** by email and by posting the updated version on our website. If you do not accept the revised terms, you must notify us immediately by submitting a support ticket; otherwise,

continued use of our Services will constitute your acceptance of the updated terms.

2.4 Your order for Services constitutes an offer to purchase the Services under these terms.

2.5 No order is binding until we issue an **Account Activation Notice** confirming acceptance.

2.6 You are responsible for ensuring that all details in your order are accurate and complete.

2.7 Any dates or timeframes proposed for the delivery of Services are **estimates only**. We accept no liability for any delay or failure to meet such estimates.

2.8 These terms may be updated periodically. It is your responsibility to review the most recent version displayed on our website, as it will govern your ongoing use of the website and Services.

3. Contract Period

3.1 Subject to termination under Conditions 9 and 10, this Contract shall commence on the **Commencement Date** and shall automatically **renew on each Renewal Date** for successive periods equal to the billing period specified in the **online customer order form**, or as otherwise agreed in writing between the parties.

4. Your Responsibilities

- 4.1 You must keep your login name and password secure and confidential, and must not share this information with any unauthorised person. If your login credentials are used by an unauthorised party, you are fully responsible for any resulting activity or charges. We accept no liability for any loss or damage arising from such unauthorised use.
- 4.2 You are solely responsible for maintaining regular backups of your data and files associated with the Services. While we may create our own backups for system maintenance,

these are not guaranteed, and we accept no responsibility for the loss, corruption, or recovery of your data.

- **4.3** You agree that you will not, directly or indirectly:
 - **4.3.1** engage in any activity that degrades or interferes with the performance of our servers or network to the detriment of other users;
 - **4.3.2** upload, transmit, or otherwise distribute any viruses, malware, or harmful code that could damage or impair our servers, systems, or other users' equipment;
 - **4.3.3** knowingly or unknowingly make available for download any files containing viruses or other harmful code from your hosting space;
 - **4.3.4** upload, store, or transmit any material that infringes the intellectual property rights or other rights of any third party. You are solely responsible for all content uploaded or transferred using our Services;
 - **4.3.5** upload or distribute any material deemed obscene, indecent, offensive, or contrary to public decency and morality, including but not limited to pornographic, violent, or otherwise inappropriate content. We reserve the right to inspect hosted content, report unlawful material to the relevant authorities, and terminate this Contract immediately;
 - **4.3.6** publish, transmit, or assist in the dissemination of defamatory, abusive, or otherwise unlawful material;
 - **4.3.7** attempt to access, interfere with, or gain unauthorised access to any data, systems, or networks belonging to any third party, organisation, or institution;
 - **4.3.8** use our servers or network to send, relay, or facilitate the sending of unsolicited or bulk ("spam") emails. Any breach of this clause may result in immediate termination of this Contract without refund;
 - **4.3.9** use our servers or network in any way that negatively affects or degrades overall network performance;
 - **4.3.10** engage in any act or omission that could reasonably be expected to bring HostXNow into disrepute.

5. High Resource Usage Policy

- **5.1** We maintain generous resource allocations to ensure high performance for all users. However, if your use of server resources (such as bandwidth, CPU, or disk space) adversely affects the performance or stability of our systems, we reserve the right, at our sole discretion, to apply this High Resource Usage Policy.
- **5.2** Where bandwidth limits apply, we may charge for any excess usage at a rate of **£0.45 per gigabyte or part thereof**, regardless of cause.
- **5.3** "Resources" include, but are not limited to, **bandwidth, processor (CPU) utilisation, and disk space**.
- **5.4** We may **suspend or terminate** any service immediately if required to protect system performance or prevent misuse. In such cases, you may be offered an alternative hosting solution, subject to additional fees.

6. Limitation of Liability

6.1 This clause sets out our **entire financial liability** to you (including any liability for the acts or omissions of our employees, agents, or sub-contractors) arising from:

- (a) any breach of these conditions;
- (b) your use of the Services;
- (c) any content or data you place on our servers;
- (d) the failure, downtime, or malfunction of your website;
- (e) any issue related to domain name registration, renewal, non-renewal, suspension, transfer, or delivery – including any action, omission, or error by the relevant registry; and
- (f) any representation, statement, act, or omission (including negligence) arising in connection with the Contract.

6.2 Except as expressly stated in these terms, **all warranties, conditions, or terms implied by statute or common law** (other than those implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

If you are a **consumer**, nothing in this clause affects your statutory rights.

As Services are typically delivered immediately upon purchase, **cancellation rights under the Consumer Protection (Distance Selling) Regulations 2000** (Regulation 13) normally do not apply.

6.3 Nothing in these terms excludes or limits our liability:

- (a) for death or personal injury caused by our negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) where it would be unlawful for us to do so.

6.4 Subject to clauses 6.2 and 6.3:

- (a) our total aggregate liability (whether in contract, tort, negligence, misrepresentation, restitution or otherwise) shall be limited to the **greater of £250 or the total amount paid for the affected Service**; and
- (b) we shall not be liable for any:

- economic or financial loss;
- loss of profit, revenue, or business;
- loss of anticipated savings;
- loss of goodwill or reputation; or
- indirect, incidental, or consequential loss of any kind – however caused – arising from or in connection with the Contract.

6.5 Each part of this clause operates independently. If any part is found invalid or unenforceable, the remaining provisions shall continue to apply in full force and effect.

7. Indemnity

- 7.1 Without limiting any other rights or remedies available to us, you agree to indemnify and hold us fully harmless from and against:
 - 7.1.1 all claims, demands, actions, liabilities, losses, damages, costs and expenses (including reasonable legal fees) arising directly or indirectly from any breach of this Contract by you; and
 - 7.1.2 all claims, demands, actions, liabilities, losses, damages, costs and expenses (including reasonable legal fees) made or threatened by any third party against us as a result of any act, omission or instruction by you or carried out by us on your behalf.

8. Charges and Payment

8.1 All charges are payable in **advance** according to the Service selected and the billing period shown in your online customer order form. **Time for payment is of the essence.** You must maintain a valid **credit/debit card or PayPal payment agreement** for the full duration of this Contract and agree to promptly update your payment or contact details through your control panel or by notifying us directly.

8.2 No other payment methods are accepted unless **expressly agreed by us in writing** (including by email).

8.3 Where we approve payment by bank transfer or another method, you must ensure that cleared funds reach our account **no less than five (5) working days before the invoice due date.** This is solely your responsibility.

8.4 All payments must be made **in full and without deduction** (by way of set-off, counterclaim, discount or otherwise) unless required by a valid **court order.**

8.5 All outstanding charges become **immediately due** upon termination of this Contract, regardless of any other provision.

8.6 Without limiting our rights, we may charge **daily interest** on overdue amounts from the due date until full payment is received, at a rate of **4% per annum above the Bank of Scotland base rate**, whether before or after judgment. Interest continues to accrue despite termination and may be claimed under the **Late Payment of Commercial Debts (Interest) Act 1998**.

8.7 All charges are **exclusive of VAT**, which will be added at the prevailing rate.

8.8 By providing your payment details, you **authorise recurring billing** until we receive a valid **cancellation notice** (see clause 10.2) or the Services otherwise end.

8.9 If you dispute a payment, you must contact us immediately to resolve it. If you raise an **unjustified chargeback** (including a reversed card payment or dishonoured cheque), you must pay within seven (7) days:

8.9.1 the full outstanding charges for the relevant period;

8.9.2 any fees levied by your bank or card provider;

8.9.3 a **£50 administration fee** per incident; and

8.9.4 all reasonable recovery costs, including legal or debt-collection fees.

8.10 In the event of an unjustified chargeback, we may **terminate this Contract immediately** under clause 9. The notice periods in **clauses 9.2 and 9.3** are reduced to **14 days** and **10 days** respectively.

9. Termination of This Contract by Us

9.1 We may **terminate this Contract immediately and without prior notice** if you fail to pay any charge when due or **materially breach** any other term of this Contract.

9.2 If any sum remains unpaid **one month after we issue written notice** requiring payment in full, we may, at our sole discretion, **suspend the Services** until payment is received.

9.3 If payment is still not received **within 14 days** of the notice referred to in clause 9.2, we may **permanently terminate the Services, delete all data, and end this Contract**. Where applicable, we may charge a **daily storage fee** for any of your equipment. All outstanding charges, including any accrued interest, **must be paid in full before any equipment is released**.

9.4 We reserve the right to **terminate this Contract immediately** if, in our reasonable opinion, your actions (or threats of action) **pose a risk to the integrity, security, or stability of our network**, or

are otherwise **contrary to our business interests**.

9.5 We may terminate this Contract immediately if you **enter liquidation, bankruptcy, make a voluntary arrangement with creditors, or have a receiver or administrator appointed**.

9.6 Upon termination by us, **all monies paid shall be retained**, and you will not be entitled to any **refund** of charges already paid.

9.7 Termination does not relieve you of your **obligation to pay any charges due or that would have been payable** for the remainder of the Contract term.

9.8 Following termination, we will **remove all materials from our systems and revoke all access and privileges** associated with your account.

9.9 If, after termination, we agree at our sole discretion to **reconnect your Services**, this will be subject to an **administration fee of £50**, payable together with **all outstanding balances** prior to reconnection.

10. Termination of This Contract by You

10.1 You may terminate this Contract:

10.1.1 **Within the first 30 days** from the Commencement Date, subject to the exclusions in our [30-Day Money-Back Guarantee](#)

. A full refund will be issued **excluding** any charges for Domain Name registrations, renewals, or other additional services not included in our standard hosting plans.

10.1.2 **After the first 30 days**, at any time, provided that written notice of termination is received **before the next Renewal Date**. If notice is not received before renewal, the Contract will **automatically renew** for the subsequent billing period, and **no refund will be issued**. You will remain liable for all fees until the end of the current contract term as defined in Condition 3.

10.2 To terminate your account, you must submit a completed **Account Cancellation Notice**—available upon request—or complete an **online cancellation** through our control panel at <https://hostxnow.com/clientarea.php>.

11. Refunds

11.1 Upon receipt of a valid cancellation notice, we may, at our sole discretion, issue a refund for any unused service period that has been paid in advance.

11.2 To be eligible for a refund, the cancellation notice must be received before the relevant **Renewal Date** so that the request can be processed prior to any renewal payment being taken.

11.3 If we choose, at our discretion, to accept a late cancellation notice, an administration fee may apply to any refund issued, except where a refund is made under our **30-day money-back guarantee**, in which case no fee will be charged.

12. Force Majeure

12.1 We shall not be liable for any failure or delay in performing our obligations under this Contract where such failure or delay results from circumstances beyond our reasonable control, including but not limited to: acts of God, war, terrorism, civil unrest, riots, protests, national or local emergencies, acts or omissions of government or competent authorities, compliance with any statutory or regulatory obligation, industrial disputes (whether or not involving our employees), fire, explosion, flood, subsidence, extreme weather conditions, power failure, interruption or failure of telecommunications or third-party network services, or any other cause beyond our reasonable control.

12.2 If any such event continues for a continuous period exceeding ninety (90) days, either party may terminate this Contract by giving written notice to the other, without liability for such termination.

13. Governing Law and Jurisdiction

13.1 This Contract shall be governed by and construed in accordance with the laws of England and Wales.

13.2 Both parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Contract, including its subject matter, formation, or termination.

14. Limitation on Assignment

14.1 You may not assign, transfer, sub-license, or otherwise deal with any of your rights or obligations under this Contract, whether in whole or in part, without our prior written consent.

14.2 We may assign, transfer, or otherwise deal with our rights or obligations under this Contract by giving you prior written notice of such assignment.

14.3 Unless we have given our prior written consent, the Services may be used only by you or by a third party specifically named in your original application.

14.4 No provision of this Contract shall be enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

15. Fraud

HostXNow uses MaxMind and other fraud prevention systems to screen all new orders for potential fraudulent activity. We also reserve the right to report existing clients who breach our Terms of Service to MaxMind or relevant authorities. In such cases, anonymised and one-way hashed information may be shared for fraud prevention purposes.

16. Outbound Mail (SMTP) Monitoring

To protect the **reputation of our IP addresses**, ensure **reliable email delivery**, and safeguard our **network against spam or bulk email abuse**, we reserve the right to **monitor outbound SMTP traffic** across all your purchased services. Monitoring may be performed through **third-party transparent or cloud-based mail proxy systems** (such as SpamAssassin, MailChannels, or similar solutions).

If our automated systems or abuse detection tools identify **unusual volumes** of outbound messages or **suspicious mailing activity** originating from your service, we may **temporarily block outbound mail traffic** and/or **suspend the affected service**—with or without prior notice—until the matter is investigated and resolved.

17. Cloud-Based Third-Party Spam Filtering (Inbound and Outbound Email)

To help maintain the integrity and reputation of Our mail servers and ensure reliable email delivery, all emails sent or received through Your Ordered Services may be routed through MailChannels, a third-party cloud-based spam filtering and email delivery platform.

By using Our Services, You acknowledge and consent to email traffic being processed and filtered by MailChannels. You further agree to be bound by MailChannels' Terms of Service and Privacy Policy, available at the following links:

[MailChannels Terms of Service](#)

[MailChannels Privacy Policy](#)

HostXNow uses MailChannels to protect both Our network and customers from spam, abuse, and deliverability issues.

General Data Protection Contractual Addendum

Effective Date: 25 May 2018

Date of Addendum: 17 May 2018

This Addendum ("Addendum") amends the General Terms and Conditions and any other agreements between HostXNow ("Processor") and You ("Controller").

In the event of any inconsistency between this Addendum and the Agreement, this Addendum shall prevail. Capitalised terms not defined here shall have the same meaning as in the Agreement.

Background

A. From **25 May 2018**, the **General Data Protection Regulation (EU) 2016/679** ("GDPR") replaces Directive 95/46/EC and the UK Data Protection Act 1998.

B. To ensure compliance with applicable data protection laws, the parties agree to update the Agreement as set out below.

1. Data Processing

1.1 Definitions

Data Protection Law:

(a) Until 25 May 2018 – the Data Protection Act 1998;

(b) From 25 May 2018 – the GDPR, together with any UK legislation implementing or supplementing it, including the **UK Data Protection Act 2018** and any subsequent replacement laws.

Personal Data, Controller, Processor, Data Subject, and Processing shall have the meanings given in Data Protection Law.

1.2 Compliance

Each party shall comply at all times with applicable Data Protection Law and shall not perform its obligations under this Agreement in a way that causes the other to breach its obligations.

1.3 Role of the Parties

HostXNow acts as **Processor** in relation to Personal Data processed on behalf of the Controller.

However:

- Where HostXNow provides **colocation-only** services, it is not a Processor.
- Where HostXNow has no access to Personal Data, it is not a Processor.

In such cases, clause 1.7 does not apply.

1.4 Controller Obligations

The Controller warrants that:

1. All Personal Data processed is accurate, necessary, and up to date.
2. It has implemented appropriate technical and organisational measures to protect Personal Data.
3. All required consents and lawful bases for processing and outsourcing to HostXNow have been obtained and will be maintained.
4. It will not instruct HostXNow to process data unlawfully or in breach of Data Protection Law.

1.5 Assessment of Processor

The Controller confirms it has assessed HostXNow's technical and organisational measures and deems them sufficient to meet GDPR requirements.

1.6 International Affiliates

The Controller is responsible for ensuring compliance with Data Protection Law for any data transfers from HostXNow to its affiliates or entities outside the UK/EEA.

1.7 Processor Obligations

When processing Personal Data for the Controller, HostXNow shall:

1. Process data only on documented instructions from the Controller. Any instructions beyond the Agreement require prior written consent.
2. Ensure staff handling data are bound by confidentiality obligations.
3. Implement appropriate technical and organisational measures to protect data from unauthorised or unlawful processing, loss, or damage.

4. Remain entitled to appoint **sub-processors**, provided that:

- They are contractually bound by equivalent data protection obligations; and
- HostXNow remains fully liable for their acts or omissions.
- Existing sub-processors are deemed authorised.

5. Notify the Controller of any new or replacement sub-processors. If the Controller objects, both parties shall discuss the objection in good faith.

6. Notify the Controller **without undue delay** upon becoming aware of a Personal Data Breach.

7. Allow, at the Controller's cost and no more than once every 12 months, reasonable audits during business hours, subject to confidentiality and HostXNow's security policies.

8. Assist the Controller (where reasonable and at cost) in responding to Data Subject requests.

9. Not transfer Personal Data outside the UK/EEA without the Controller's prior written consent, except to HostXNow subsidiaries or authorised subcontractors with adequate safeguards in place.

10. Assist the Controller (where reasonable and at cost) in fulfilling its GDPR obligations under Articles 32–36, including breach notifications and impact assessments.

11. Upon termination, delete or return all Personal Data, unless retention is required by law or is technically impracticable.

2. Indemnity

2.1 The Controller shall **indemnify** and hold **HostXNow** harmless against all losses, liabilities, penalties, fines, and expenses arising from:

- Any breach by the Controller of this Addendum or Data Protection Law; or
- Any claim by a Data Subject where HostXNow and the Controller are found jointly and severally liable, except where such liability arises solely from HostXNow's breach.

2.2 Where both parties are jointly liable under Article 82 GDPR (or equivalent UK law), the Controller shall indemnify HostXNow to the extent that HostXNow's liability does not directly result from its own breach.

3. Limitation of Liability

3.1 Nothing in this Addendum limits either party's liability for death, personal injury, fraud, or any matter which cannot legally be excluded.

3.2 Subject to clause 3.1, HostXNow shall not be liable for:

- Loss of profits, business, goodwill, or revenue; or
- Loss, corruption, or unauthorised disclosure of data.

3.3 HostXNow's total aggregate liability for all claims under this Addendum shall not exceed the **greater of**:

- The total Charges paid by the Controller during the initial term; or
- The total Charges paid during the relevant contract year.

4. Governing Law and Jurisdiction

This Addendum, and any disputes arising from it (including non-contractual disputes), shall be governed by the **laws of England and Wales**, and the **courts of England** shall have exclusive jurisdiction.

Domain Registrations

When registering a domain name, you are entering into a contractual agreement not only with **HostXNow** but also with our accredited domain registrar, **eNom**, an affiliate of **Tucows Inc.** Domain registrations are therefore subject to both HostXNow's Terms of Service and eNom's registration policies and agreements.