

## **1. Who We Are**

“We”, “us” and “our” refer to HostXNow. “You” and “your” refer to any customer purchasing services from us.

## **2. Agreement & Services**

Your order and our account activation notice form the contract. These terms apply to all services. We may update these terms with 14 days' notice via email or website notice. Estimated delivery dates are not guaranteed.

## **3. Contract Period & Renewal**

The Contract begins on the Commencement Date (account activation) and automatically renews each billing cycle unless cancelled before renewal.

## **4. Your Responsibilities**

Keep your login credentials secure — you are responsible for all activity under your account. You must maintain your own data backups. We are not responsible for data loss. You must not abuse or overload our servers, upload viruses or malicious code, infringe intellectual property rights, or send spam.

## **5. High Resource Usage**

If your service uses excessive CPU, bandwidth, or disk space, we may suspend or throttle your account, or charge for excess usage (typically £0.45 per GB or part thereof).

## **6. Limitation of Liability**

Our total liability is limited to the greater of the total fees paid or £250. We are not liable for loss of profit, revenue, business, or consequential damages. Nothing excludes liability for death, personal injury, or fraud caused by our negligence.

## **7. Your Indemnity**

You agree to indemnify and hold HostXNow harmless against all losses, claims, or costs resulting from your actions, omissions, or breach of contract.

## **8. Charges & Payment**

Payments are due in advance. You must maintain a valid credit/debit card or PayPal subscription. Late payments incur interest (4% above Bank of Scotland base rate). Chargebacks without valid reason incur a £50 admin fee plus related costs.

## **9. Termination By Us**

We may suspend or terminate your account immediately if you fail to pay, breach terms, endanger network integrity, or become insolvent. All outstanding fees remain payable, and no refunds will be issued.

## **10. Termination By You**

You may terminate within 30 days for a full refund, less domain registration or add-on service fees, under our 30-day money-back guarantee. After 30 days, cancellation must be received before the next renewal date. No refunds are issued for unused time unless otherwise agreed.

## **11. Refunds**

Refunds are at our discretion and only for unused prepaid time if proper cancellation notice is given. Late cancellations may incur an administration fee.

## **12. Force Majeure**

We are not liable for failures due to events beyond our control — such as natural disasters, strikes, power failure, or cyberattacks. If such an event continues over 90 days, you may terminate the contract in writing.

## **13. Governing Law**

This contract is governed by English and Welsh law. All disputes fall under the exclusive jurisdiction of the courts of England and Wales.

## **14. Assignment**

You may not assign this contract without our written consent. We may assign our rights under this contract after giving you prior notice.

## **15. Fraud & Outbound Email Monitoring**

We use MaxMind and other tools to screen for fraudulent orders. We monitor outbound SMTP traffic to prevent spam or abuse. Suspicious activity may result in temporary or permanent suspension without notice.

## **16. Email Filtering**

All inbound and outbound emails may pass through third-party spam filtering (e.g., MailChannels). Use of our services means you also agree to MailChannels' Terms of Service and Privacy Policy.

## **17. Data Protection Addendum (GDPR)**

We comply with UK GDPR and relevant data protection laws. We act as a data processor when managing customer data. You are responsible for lawful data collection and processing. Details about data transfers, subprocessors, and security measures are in our Data Protection Addendum.

## **18. Domain Registration**

When registering a domain name, you also enter into a separate agreement with the registry operator (e.g., eNom). Their terms and privacy policy apply in addition to ours.

**Thank you for choosing HostXNow.** We are committed to providing secure, high-performance UK hosting under clear and fair terms.