



## Terms and Conditions for **Easy Code LTD** v.1

The following terms apply at **Easy Code LTD trade** as of 1 March 2018 and replace any previous version of these terms and conditions.

### 1. **Subscription**

A **Easy Code LTD** web space subscription provides access to the use of **Easy Code LTD's** mail servers. All subscriptions include an unlimited number of e-mail accounts. A **Easy Code LTD** web space subscription automatically gives the user the right to set up a website. The amount of disk space available depends on the type of subscription chosen.

Subscription periods last for 12 months at a time. 30 days before a 12-month subscription period, the subscription is automatically prolonged, unless the subscription is cancelled as stated in section 1.6.

Free subscriptions are automatically prolonged at the end of the free subscription period unless the subscription is cancelled as stated in section 1.7.

In relationships between consumer and retailer, a right of withdrawal exists by which the customer has the right of withdrawing an order until 14 days after placing the order but domains are unique and web spaces are individually manufactured and customized for the domain. For a faster delivery of the product, **Easy Code LTD** will usually begin the manufacturing and customizing of the product as soon as the order is received. By ordering, the customer accepts that any right of withdrawal will be dismissed as soon as **Easy Code LTD** has started processing the ordered product.

#### 1.1 **Use**

Subscribers are not permitted to store large amounts of data on the server for free download or reading without prior agreement with **Easy Code LTD**.

Illegal material is not permitted on any of **Easy Code LTD's** servers, whether this be images, film clips, other types of files or link to unlawful photos or similar material. For example, unlawful material is, but not limited to, copyright protected material or other material you are not entitled to publish or store according to legislation. Not is it permitted to store erotic, pornographic or other offensive material on servers owned by **Easy Code LTD**. It is entirely **Easy Code LTD's** decision to determine whether material belongs to one or more of the above categories, and the company reserves the right to delete any such material at any time without notice. In the event of such material being deleted the customer cannot advance any claim against **Easy Code LTD** related to the deletion. Traffic is basically unlimited. However, traffic must be normal in nature and not disrupt that of other customers. If a customer's traffic disrupts that of others, **Easy Code LTD** reserves the right to close the customer's web space without notice and/or make a separate charge for the traffic. **Easy Code LTD** reserves the absolute right to decide whether or not traffic is excessive. On closure of a web space, no refund will be made of any subscription paid in advance. Unwanted (spam) mail must not be sent from **Easy Code LTD's** servers. In the event of transgression of this rule, **Easy Code LTD** reserves the right to inform the relevant authority and submit log details etc. to that authority. **Easy Code LTD** reserves the right to demand payment for time spent in relation to such information and its submission to the relevant authority.

## 1.2 Scripts

**Easy Code LTD** provides unlimited access to standard scripts and the use of other scripts. However, the use of other scripts is only permitted as long as it does not burden the servers to an unreasonable degree.

## 1.3 Templates (web designs)

All templates placed at the disposal of customers by **Easy Code LTD** remain the property of **Easy Code LTD** regardless of whether individual templates have been modified or not. No templates placed at customers' disposal by **Easy Code LTD** may be distributed to others on either a commercial or non-commercial basis. All templates are provided with non-exclusive rights. In the event that **Easy Code LTD** feels obliged to withdraw the right of use of a template, **Easy Code LTD** cannot be held responsible for any loss (direct or indirect) on the part of the customer as a result of the withdrawal. Nor is **Easy Code LTD** responsible for any errors or deficiencies of templates or access to them.

## 1.4 Operational reliability

**Easy Code LTD** reserves the right to limit/reduce the usage of products if required for operational or security reasons. For reasons of operation and security, **Easy Code LTD** also reserves the right to access customers' user data. In such event, the staff of **Easy Code LTD** will be subject to professional secrecy. All other access to user data requires the acceptance of the customer or a court order. Although the spam and virus filters placed at the disposal of customers minimise the risk of their receiving unwanted mails, **Easy Code LTD** does not guarantee that customers will not receive unwanted mail.

## 1.5 Responsibility

The customer's use of a **Easy Code LTD** subscription is entirely at his/her own risk. **Easy Code LTD** cannot be held responsible for the contents, including accuracy, lawfulness, completeness etc. of the information which the customer receives or sends via the Internet. **Easy Code LTD** is liable in accordance with applicable law, subject to the following limitations:

**Easy Code LTD's** responsibility does not include operating loss, loss of data, loss of profit, loss of goodwill or any other indirect loss that the customer suffers as a result of **Easy Code LTD's** or third party's products. **Easy Code LTD** is not liable for losses resulting from interruptions, disturbances or changes that **Easy Code LTD** deemed necessary for technical, maintenance and operational reasons or required by the authorities, unless **Easy Code LTD** has neglected to limit the resulting inconveniences. **Easy Code LTD** is not liable for any loss or damage caused by the customer's own IT environment or caused by the customer or by third parties. **Easy Code LTD** is not liable for any loss or damage caused by a force majeure event. In all cases, regardless of the cause, **Easy Code LTD's** total liability for loss or damage is limited to the amount paid by the customer to **Easy Code LTD** in the year in which the loss or damage occurred.

## 1.6 Cancellation of subscriptions

A subscription can be cancelled at any time by the customer. Since the subscription period lasts for 12 months and is automatically prolonged 30 days before the end of each 12-month period, a cancellation must be received by **Easy Code LTD** 30 days before the 12-month subscription period, at the latest. The unused portion of any advance payment will not be refunded. If the cancellation is not sent to **Easy Code LTD** in time, the customer is obliged to pay the subscription fee for the following 12-month period. Cancellation is possible by contacting the **Easy Code LTD** Support who via e-mail will send a link to cancellation of the subscription. The mail is sent to the e-mail address which is registered under the subscription's contact information. The customer must click the sent link and confirm the cancellation, by entering the password of the subscription. Cancellation can also be done by sending a signed letter by mail or fax.

Example:

If the subscription was ordered January 1st 2016 the subscription lasts until December 31st 2016. If the customer does not wish to continue the subscription for the following year (2009), the subscription must be cancelled before November 30, 2016.

When **Easy Code LTD** has received a cancellation, the customer will automatically be given a notice of receipt, displayed on the front page of the customer's Control Panel. The customer will also receive a notice of receipt via e-mail regarding the cancellation from **Easy Code LTD**. If the customer cannot see any such receipt on the front page of the

**Easy Code LTD** Control Panel within eight days he or she must send a new cancellation. If **Easy Code LTD** chooses to terminate specific subscription types or special services, **Easy Code LTD** may cancel a subscription with one month's notice. In such circumstances, the unused portion of any advance payment will as an exception be refunded. If **Easy Code LTD** makes significant changes which depreciate the Terms and Conditions, customers shall be entitled to cancel their subscriptions with one month's notice. The unused portion of any advance payment will also, as an exception, be refunded. The subscription must in no way be used to gain unauthorised access to systems connected to the Internet. If any such activities or criminal acts come to the notice of **Easy Code LTD**, regardless of the country the laws of which underlie the violation, the subscription will be immediately terminated and **Easy Code LTD** reserves the right to pass on all relevant information to the relevant authorities. **Easy Code LTD** also has the right to annul a subscription without notice with immediate effect and without compensation or reimbursement of any kind if the customer does not abide by these Terms and Conditions, if a party wastes or abuses resources available on the Internet, disrupts the functionality of the Internet, infringes netiquette valid at any given moment, e.g. by passing on information about other people's private affairs or in other ways inconveniencing other users of the Internet. Data from homepages and mail systems will generally be deleted seven days after termination of a subscription.

### 1.7 Cancellation of free subscriptions

A free subscription can be cancelled at any time by the customer. Since the free subscription is automatically prolonged at the end of the free subscription period, a cancellation must be received by **Easy Code LTD** before the start of the next subscription period, at the latest. If the cancellation is not sent to **Easy Code LTD** in time, the customer is obliged to pay the subscription fee for the following 12-month period.

## 2. Domains

On ordering a domain, the buyer/cardholder must declare that the person registering accepts that use of the domain name does not violate the name or trademark rights of third parties or otherwise be considered to contravene legislation. Domain names are registered in the customer's own name and at the request of the customer. In this respect, **Easy Code LTD** acts as an intermediary. **Easy Code LTD** will inform the customer when the registration of the domain name has taken place. **Easy Code LTD** assumes no responsibilities for the domain name if it is transferred or cancelled, or if the web space is deleted. The domain name will be "registered with" / "transferred to" **Easy Code LTD's** partners. These may be with domain registrars or directly with the individual domain administrator of the Top Level Domain concerned. At the end of each subscription period the customer will receive an invoice from **Easy Code LTD** for the annual domain fee, unless otherwise stated. This applies regardless of whether the domain is pointed to DNS servers at **Easy Code LTD** or someplace else. In the event of wrongly ordered domains (spelling mistakes, name errors or similar) the registration fee will not be repayable. **Easy Code LTD** will, however, endeavour to correct the domain name so long as registration has not yet taken place. If **Easy Code LTD** is responsible for submitting an erroneous order of a domain name, **Easy Code LTD** will either refund the registration fee or offer registration of the correct domain name. It is the customer's own responsibility to keep **Easy Code LTD** and possible top-level domain authorities updated regarding changes of address or other contact information.

### 3. Special conditions for products and services

#### 3.1 Add-on products

**Easy Code LTD** provides its customers with the ability to purchase products and services (add-on products) in addition to their web hosting subscription. Certain add-on products may not be available to all customers.

#### 3.2 Add-on product orders

When ordering the add-on product, the customer will have the option to pay with credit card, PayPal or another real-time payment method. On the first invoice the customer will be billed for the amount of months remaining until the annual renewal of the customer's web space subscription. If an invoice for the customer's web space subscription has already been issued, the customer will be billed for the period until the next annual renewal.

Money back guarantee: If the customer is not satisfied with the product, **Easy Code LTD** offers a 15-day money back guarantee from the day the customer have ordered the product.

#### 3.3 Add-on product subscription

After the initial period the customer's add-on product subscription will follow the customer's normal web space subscription. After the initial period the billing period is annual. The current product prices can be found on the **Easy Code LTD** website [www.easy-code.co.uk](http://www.easy-code.co.uk).

#### 3.4 Add-on product cancellation

The customer may cancel the product subscription until 30 days before the next subscription period. A customer who wants to cancel the subscription must contact the **Easy Code LTD** support. If the customer cancels the web space subscription on which the add-on product subscription is linked, the add-on product subscription will automatically be cancelled to the same date.

#### 3.5 Add-on products from third parties

**Easy Code LTD** provides its customers with the ability to order certain third-party services. Customers of **Easy Code LTD** are bound by the conditions of such third party services and should make themselves familiar with their terms and conditions. **Easy Code LTD** may stop providing the third party products and services or any updates thereto at any time without notice or any further liability to its customers. Certain add-on products may not be available to all customers.

### 4. General

Subscribers to **Easy Code LTD's** products must be minimum 18 years of age.

#### 4.1 Use of customer information

A web space subscription at **Easy Code LTD** includes automatic registration of the customer's name, address and e-mail in **Easy Code LTD's** mailing list. Customers who do not wish to be registered in this way must inform **Easy Code LTD** of this themselves.

#### 4.2 Contact

Questions regarding support, sales and accounting are answered 24/7 via online chat and e-mail within 24 hours, as far as this is possible. **Easy Code LTD** does not provide contact by telephone.

#### 4.3 Address information

Customers are required to inform **Easy Code LTD** of their current place of residence and email address. This is to be done via the Control Panel, on which address information can be changed.

#### 4.4 Payment of subscriptions

Web space subscriptions are paid - regardless of subscription type - in advance for a period of 12 months. Payment in advance will not be refunded unless otherwise expressly stated elsewhere in these Terms and Conditions.

#### 4.5 Terms of payment

All payments made online by the customer using Dankort, Eurocard, MasterCard, VISA, VISA Electron or JCB are free of any charges levied by **Easy Code LTD**. When sending an invoice by mail, **Easy Code LTD** reserves the right to charge a fee covering the costs. **Easy Code LTD's** products/services are specially adapted to the customer's requirements, who in return does not have the right to annul the contract. Terms of payment are without exception eight days, unless special agreement has been reached. If the customer has not paid the amount due within ten days of the date of payment, interest will be payable (without prior notice) from the date of payment, in pursuance of current valid interest legislation. A GBP 25.00 reminder fee will also be charged per interest invoice. **Easy Code LTD** reserves the right to transfer claims to a third party, and **Easy Code LTD** can also annul the contract and delete the customer's domain/close the customer's web space with immediate effect on late payment should it so choose. When refunding any payment, **Easy Code LTD** reserves the right to debit an amount covering the bank-fees and administration costs concerning the refund.

#### 4.6 Duration of subscription

A subscription is active until it is cancelled by one of the parties involved in pursuance of the above conditions.

#### 4.7 Changes to subscriptions

A web space subscription can be changed to a higher-priced subscription type at any time. Any subscription fee already paid will be deducted from the price of the new subscription. Changes to a lower-priced subscription type can only be effected from the end of a subscription period, and only if the customer has given notice of this at least 60 days before the expiry of the current subscription period.

#### 4.8 Transfer

In connection with the sale or other transfer of all or significant portions of **Easy Code LTD's** activities or assets, **Easy Code LTD** has the right wholly or partly to transfer to a third party the customer's subscription(s), as well as **Easy Code LTD's** rights and obligations according to the Terms and Conditions without the customer's consent.

#### 4.9 Changes in conditions

**Easy Code LTD's** sales and delivery conditions can be changed at 45 days' notice.

#### 4.10 Third party malfunctions and force majeure

Apart the above, **Easy Code LTD** cannot be held liable for damages when interruptions, malfunctions, damage etc. is out of **Easy Code LTD's** control. This includes lightning, flooding, fire, war, acts of terror, industrial action and lockouts (including among **Easy Code LTD's** own staff), overloading of the Internet, malfunctions in other networks, third party malfunctions, system breakdowns, or other form of force majeure.

#### 4.11 Complaints procedure

A complaint about a product or service purchased from **Easy Code LTD** may be submitted to the European Commission's online dispute resolution portal: <http://ec.europa.eu/odr>. By filing a complaint, please provide our email address: [service@easy-code.co.uk](mailto:service@easy-code.co.uk)

#### 4.12 Venue and choice of law

Any disputes and discrepancies will be decided exclusively by the ordinary UK courts and in pursuance of UK law.