



Terms of Sales and Service Agreement

MonkeyHost Group Limited is a registered company in England and Wales under company number 10584022 and trades under the names MHG, MHG LTD, MHG LIMITED and MonkeyHost Group LTD.

For the sole purpose of this agreement, MHG refers to MHG and all subsidiary brands.

This hosting agreement governs your purchase and use, in any manner, of all website, virtual and physical hardware and email hosting, ordered by you and accepted by any MHG company and describes the terms and conditions that apply to such purchase and use of the services we provide. You **AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.**

MHG reserve the right to change or modify any of the terms and conditions contained in this agreement at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to either existing or future customers. MHG may make changes or modifications to referenced policies and guidelines without notice to you (the customer). Your continued use of the services following MHG posting any changes or modifications will constitute your acceptance of such changes or modifications.

1. Payment.

As consideration for MHG providing the hosting services hereunder, you (the customer) agree to pay MHG either the aggregate monthly fee or the aggregate yearly fee based on the monthly hosting services and the terms selected. Payment is due within seven (7) days of invoicing, failure to pay after fourteen (14) days will lead to your account being suspended. If the payment is not rectified within thirty (30) days the account will be terminated and all content removed from our networks. MHG reserve the right to charge a late payment fee (£12.00) for missed payments that are overdue.

2. Provision of services.

MHG will provide you (the customer) with the services ordered that are described in the chosen hosting package as defined on the MHG service website. You (the customer) understands and agrees that MHG will create your hosting account and setup any additional requirements solely in accordance with the information provided by you (the customer).

3. Rights to the Web Site and Content.

With the exception of any Third-Party materials or background technology, you (the customer) owns all customer content hosted under your account by MHG. "Customer Content" means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, or software), in any medium, provided by you (the customer) to MHG. "Third-

Party materials" means any content, software, or other computer programming material that is owned by an entity other than MHG, and licensed by MHG or generally available to the public, including customer content, under published licensing terms. If you (the customer) stops paying the set monthly fee for the chosen hosting package, upon cancellation the customer is not entitled to use the hosting package or associated software for any purposes whatsoever and understands that all customer content within the account can and will be deleted after an appeal/renewal period of 14 days.

4. Limited License to Content.

You (the customer) hereby grants to MHG the limited, nonexclusive right and license to copy, distribute, transmit, display, perform, modify, and otherwise use any data under your account, solely for the purpose of hosting and providing suitable methods of backup, support or updates to software. Such limited right and license shall extend to no other materials or for any other purpose and will terminate automatically upon termination of this agreement for any reason.

5. Content Standards.

You (the customer) agrees not to provide customer content, and MHG will not intentionally provide to you (the customer) any content, that (a) infringes on any third party's intellectual property or publicity/privacy rights; (b) violates any applicable law or regulation; (c) is defamatory, violent, clearly harmful or obscene, pornographic or infringes on citizens' rights; or (d) contains any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to purposely and maliciously damage or interfere with any system, data, or personal information. If you (the customer) is international, then you (the customer) agrees to comply with all applicable local and national laws in your country. MHG reserves the right to refuse any other subject matter it deems inappropriate.

6. Support.

MHG agrees to provide reasonable technical support by email to you (the customer) during MHG's normal technical support hours. MHG will provide premium fast response customer support if you (the customer) has purchased a hosting package that contains premium support.

7. Term and Termination.

(a) This agreement is effective as of the effective date and shall continue unless terminated; (b) MHG may terminate this agreement immediately with written notice to you (the customer) if you (the customer) materially breaches this Agreement, including, without limitation, failure to pay, and fails to cure such breach during the appeals period of fourteen (14) days; and (c) upon the termination of this Agreement, you (the customer) will pay MHG for all services provided to you (the customer) by MHG prior to termination. Sections 2, 3, 4, 7, 8, 9, and 10 will survive termination of this Agreement.

7.1. Minimum Terms & Early Termination.

Dedicated Servers are subject to a minimum term of three months when on any promotional reduction in price. If you choose to end the service within the three month period you are liable to pay 70% of the remainder of the cost for the three month period.

8. Warranty Disclaimer.

Except as expressly provided in this agreement, the services are provided "as is," and MHG expressly disclaims all warranties and conditions of any kind, express, implied, or statutory, including, without limitation, the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Interruption of Service: You hereby acknowledge and agree that MHG will not be liable for any temporary delay, outages or interruptions of the services. Each party acknowledges that it has not entered into this agreement in reliance upon any warranty or representation except those specifically set forth herein. Unless an approval process is specified herein or in a statement, all hosting services provided by MHG to you (the customer) will be deemed accepted when delivered.

9. Indemnity.

(a) Customer Indemnity: You (the customer) will defend MHG against any third-party claim, action, suit, or proceeding alleging any breach of the covenants contained in this agreement. Subject to Section 10, you (the customer) shall indemnify MHG for all losses, damages, liabilities, and all reasonable expenses and costs incurred by MHG as a result of any such third-party claim, action, suit, or proceeding.

(b) MHG's Indemnity: MHG will defend you (the customer) against any third-party claim, action, suit, or proceeding alleging any breach of the covenants contained in Section 5. Subject to Section 10, MHG shall indemnify you (the customer) for all losses, damages, liabilities, and all reasonable expenses and costs incurred by you (the customer) as a result of any such third-party claim, action, suit, or proceeding.

(c) Mechanics of Indemnity: The indemnifying party's obligations are conditioned upon the indemnified party: (i) giving the indemnifying party prompt, written notice of any claim, action, suit, or proceeding for which the indemnified party is seeking indemnity; (ii) granting control of the defense and settlement to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party at the indemnifying party's expense.

10. Limitation of Liability.

MHG'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO MHG DURING THE THREE (3) MONTH PERIOD BEFORE THE ACTION AROSE. MHG SHALL NOT BE LIABLE FOR (A) ANY LOSS OF USE, LOSS OF DATA, OR INTERRUPTION OF BUSINESS OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), REGARDLESS OF THE FORM OR ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF MHG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU (THE CUSTOMER) ACKNOWLEDGES THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND ABSENT OF SUCH LIMITATIONS, MHG WILL NOT ENTER INTO THIS AGREEMENT.

If you have any queries in regards to this agreement or your hosting account, please contact our team via legal@monkeyhostgroup.com who will be happy to assist you further.

This agreement is subject to change at any time without prior notice to customers of MHG.

MHG reserve the right to terminate or disable any account of which is in breach of this agreement or has previously breached any term within this agreement.

Where necessary and where possible, MHG will provide full evidence of a breach of this agreement to the customer and this evidence will be logged for a period of up to six months for the sole purpose of investigation and/or to pass on to law authorities should it be required of which is done so in accordance with the Data Protection Act 1998.

If you wish to appeal against a decision we make, you can within 14 days of our first communication to you regarding said decision. To appeal, please contact our legal team at legal@monkeyhost.co.uk.

This agreement forms a binding contract between you (the customer) and MHG operating as the subsidiary you are registering through.

By choosing to host with an MHG company, you are accepting this agreement.

Web: www.monkeyhostgroup.com

Email: legal@monkeyhost.co.uk

MHG reserve the right to change or revise this agreement without notice at any time.

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