

# Terms and Conditions



In these terms and conditions, the following definitions shall apply:

"Freethought" means Freethought Internet Limited, a limited company registered in England and Wales with company number 5862996 and VAT registration number GB 987 0952 66, at the registered office The Old Church Hall, 2A Cromwell Street, Lincoln, LN2 5LP (together with its successors and assignees), which trades as Freethought.

"client" means the person or entity purchasing services from Freethought, as identified in the order document for the services ("Order").

Where additional terms and conditions relate to the service as provided on the Freethought website, and where provisions within those additional terms and conditions conflict with those in this agreement, the provisions of the additional document take precedence.

The client, warrants that they are 18 years of age or older and capable of entering into this agreement.

Freethought reserves the right to refuse to provide services to the client for any reason and with no obligation to explain those reasons to the client.

It is the client's responsibility to enter a contact email address, postal address and telephone number on the control panel and to ensure such contact details are valid and up to date at all times.

Freethought may provide the services to the client from any order received by it from any authorised person (including verbal or email orders or orders received via Freethought's website). A person shall be deemed authorised for the purpose of this clause if his name is listed at the time of order on the control panel.

This agreement together with the order document for the services and any other service specific terms on the Freethought website constitutes the whole and only agreement and understanding between the parties relating to its subject matter and supersedes and extinguishes any drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in connection with the subject matter of this agreement whether existing prior to or at the same time as this agreement. The agreement will be on these conditions only, to the exclusion of any other terms and conditions (including any terms and conditions which the client purports to apply under any purchase order, confirmation of order, specification or other document).

The agreement between Freethought and the client (and these terms and conditions) shall be governed by the law of England and Wales and the parties hereby submit to the jurisdiction of the courts and England and Wales.

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## Money Back Guarantee

If in the first 30 days after the service is made available to the client the client is unhappy with the service then Freethought upon request will cancel the service and refund the client in full to their method of payment. Refund can only be made to same payment method used to initially order the service.

The money back guarantee is available on web hosting, reseller hosting, virtual servers, and managed virtual servers only. It is not available on domain names, SSL certificates, or connectivity solutions or any other product or service not listed above as being available.

To qualify for the guarantee the client must not have purchased that specific service or similar service from Freethought within the last two years and must give Freethought the reason they are unhappy with the service.

If Freethought has reasonable grounds to suspect that the client is abusing the guarantee, or if during the 30 days the service has been used for something in breach of this agreement then Freethought can at its discretion refuse to honour the guarantee and no refund will be made.

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## **Payments and Charges**

Freethought will issue an invoice for services upon initial order which must be paid before service will commence. For existing services Freethought will invoice at least 14 days prior to the renewal date.

For some services an additional initial payment may be required before any set-up work is carried out.

The client shall pay the price for the services as set out in the invoice.

The price and all other amounts due in accordance with the Order shall be paid by the client by the due date as specified in Freethought's invoice. Payment shall only be deemed received by Freethought upon receipt of cleared funds. Payment shall be made in full without any abatement, set off, or deduction on any grounds. Freethought reserves the right to suspend the services in case of late payment. Any exercise by Freethought of its right to suspend services in the case of late payment shall be without prejudice to any other of its rights under this agreement. Notwithstanding suspension of the services by Freethought the client shall continue to pay the price for the services in accordance with the terms of this agreement.

Freethought understands and will exercise its statutory right to interest and debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if not paid according to agreed terms.

Freethought reserves the right to exercise lien over the clients equipment in respect of any unpaid fees and shall be entitled to sell the equipment after the expiry date of thirty (30) days from the termination date in order to recoup any unpaid fees and interest. Freethought reserves the right to send overdue accounts to a debt collection agency. All charges involved in the collection of overdue accounts will be payable by the client.

Clients located within the EU, in accordance with EU and UK law, will be charged value added tax (VAT) at the prevailing rate in the country of residence of the client, except where the Client provides a valid European Union VAT registration number. If the VAT rate in the clients country changes between the invoice being issued and paid, the invoice will be updated to use the new rate and the new invoice total will be due. For clients located outside of the EU, no VAT will be charged. A clients location is determined by the supplied postal address for the client, and the IP address of the client at the time of order, the client warrants that the postal address supplied is accurate.

Where the service supplied in relation to this agreement is a connectivity service and Freethought or Freethought's suppliers carry out work in response to a fault reported by the Client and following such work we determine that no fault is found and/or the fault was due to an act or omission by the Client, then we shall be entitled to charge the Client up to £200 for any such work.

Where Freethought has made an appointment with the Client to visit their place of business or delivery address of a service but this is cancelled on less than [24 hours'] notice or Freethought is unable to attend as a result of the client's actions (for example without limitation, the Client provides Freethought with an incorrect address, or is unable for whatever reason to receive the visit at the agreed time and location) Freethought reserves the right to impose an aborted visit charge of £200.

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## **Credit and Reputation Checking**

The client accepts and agrees that they may be subject to credit and reputation checking by Freethought.

Where the client is purchasing a high value service or product and a check has indicated the customer may be a high risk, then the client accepts they may be asked to pay an amount of their service up front or offer a security of guarantor in lieu of an upfront payment. Alternatively Freethought reserves the right to refuse to provide service to the client.

The client is not obligated to continue the service in the event that credit checking may impose such terms and may cancel the service without penalty at this time.

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## **Overusage**

Most services from Freethought include resource usage limits of specific resources, including some or all but not limited to; power, data transfer, bandwidth, IP addresses, disk space, memory, CPU cores, pages, email accounts. The price for the service includes the amount of resources as described in the product description, if the client exceeds any resources then an additional charge may be made at the discretion of Freethought.

It is the responsibility of the client to monitor resource usage to avoid such charges however Freethought will endeavour to warn clients prior to such resource limits being exceeded and before charges are made. In addition, where the client exceeds any resources, such resources may be degraded or suspended either temporarily or permanently in order to ensure the stability and availability of the wider Freethought network for the enjoyment of other clients.

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## **Minimum Term**

This agreement shall come into effect immediately on order (and acceptance of these terms) by the client. The minimum term of a service (unless specified elsewhere in an official communication from Freethought) shall be the same as the billing interval chosen by the client for a service. Upon conclusion of the minimum term of a service, the service will continue on the same billing cycle as described when the service was first ordered.

Where the service supplied by Freethought to which this agreement applies is a connectivity service the minimum term shall begin at the point the service becomes active and is made available to the client.

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## **Upgrades and Downgrades**

The client may be able upgrade the service to a better specification, higher resource usage, or similar alternative service. Upon upgrade the client will pay the difference in price between the original service and the upgraded service for the remainder of that billing period and any future billing periods.

Where an upgrade does not modify the billing period the upgrade shall not modify the minimum term and the upgrade shall apply for the remainder of the billing period.

If at the time of upgrade the client changes the billing period the minimum term shall be reset to begin at the point of upgrade at the new minimum term of the selected billing period.

If the client chooses to downgrade any services to a lower specification, resource usage or alternative service, any decrease in price shall only apply to any future billing periods (and no current charges shall be refunded to the client) and if any such downgrade occurs during the minimum term of such services, any decrease in price shall only apply at the end of such minimum period.

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## **Service Level Agreement**

Freethought will endeavour to provide a service availability of 99.99%, excluding planned or emergency maintenance, or conditions beyond the reasonable control of Freethought. The client will be notified in advance of planned maintenance via the website, although, where the maintenance is likely to last beyond 30 minutes, the client may also be notified via email.

If during a billing period the availability of the service falls below 99.99% as determined by Freethought internal monitoring, and providing as the client has no overdue invoices and the invoice for the period in which unavailability occurred was paid on time, then the client upon request will be credited for one week of the service cost. The client shall not be entitled to more than [one] week's credit in any given billing period.

For the purpose of clarity, Freethought is not responsible for unavailability resulting from denial of service or similar style attacks against any part of the Freethought network or Freethought's suppliers.

No service level agreement is provided for the time taken to resolve technical support queries, or relating to the availability of technical support.

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## **Termination**

A service can be cancelled at any time by writing to Freethought or where available by using automated cancellation options in the control panel. Once notification of cancellation is received the service will be cancelled at the end of the minimum term for that service, or if the minimum term has already ended, the end of the current billing cycle. Where the service is not a connectivity related service cancellation notification must be given at least 3 days

before the end of the minimum term, or the next due date (as the case may be), notification received after this time will not take effect until the conclusion of the subsequent billing cycle. Where the service is a connectivity service, cancellation notification must be given at least 30 days before the end of the minimum term, or the end of the current billing cycle (as the case may be).

The client will continue to be bound by this agreement until cancellation occurs and will be liable for any invoices generated in regard to the service in accordance with the terms of this agreement.

Cancellation will be rejected if at the point of cancellation the account balance is not zero in which case this agreement would remain in force until cancellation is accepted.

Without prejudice to any other rights to which Freethought is entitled, Freethought may give notice in writing to the client terminating this agreement with immediate effect if;

1. The client commits any material breach of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified of the breach.
2. An order is made or a resolution is passed for the winding up of the client (or the bankruptcy of the client, where the client is an individual).
3. An order is made for the appointment of an administrator to manage the affairs, business and property of the client or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the client or notice of intention to appoint an administrator is given by the client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act (1986)).
4. A receiver is appointed of any of the clients assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the client or if any other person takes possession of or sells the clients assets.
5. The client makes any arrangement or composition with its creditors (including an individual or company voluntary arrangement) or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.
6. There is a change of the ability to direct the affairs of the client whether by virtue of the ownership of shares, control or otherwise of the client.
7. The client purports to assign its rights or obligations under this agreement.

In the event of Freethought terminating this agreement due to breach of these conditions by the client, Freethought shall be entitled to the balance of all payments which would but for such a termination have been accrued by the client up to the earliest date on which this agreement could have been ended by the client.

For the avoidance of doubt and without limitation, a breach of any of the payment provisions contained in this agreement, or a breach of the acceptable use policy is a material breach for the purpose of this agreement.

Where Freethought has obtained consumables in order to provide the services detailed under the agreement and this agreement is terminated, the client is still responsible for full payment for these consumables for the entire period of validity of those consumables. This includes but is not limited to domain names, operating system licenses, SSL certificates and control panel software.

Once the services under this agreement are terminated all data and information related to these services may be permanently deleted at any time 14 days after termination, it is the responsibility of the client to ensure that a backup of any data is obtained prior to cancellation occurring.

Where Freethought is in possession of client owned equipment, this equipment will be stored free of charge for 7 days following termination. If after this time the equipment has not been removed by the client Freethought will charge £50 per week per item excluding cables and consumables or exercise its right to sell the equipment as detailed in the "Payments and Charges" section.

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## **Distance Selling Regulations**

Where the client is located within the UK and is not a business under The Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013, the Client may have the right to cancel this agreement after the service is ordered. Details of the client's rights are contained in our cancellation form which can be found at <https://portal.freethought-internet.co.uk/legal/>

It is agreed between Freethought and the client that the service may commence before the end of that cancellation period, and that the client will lose the right to cancel from the date that Freethought provides the client with the access details of the Services.

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## **Refunds**

Refunds will only be given at the discretion of Freethought or when required by law. Where a refund is given it will be in the form of account credit, cash refunds will only be given where payment has been taken in error or where required by law.

Setup costs are non-refundable, unless required by law.

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## **Service Suspension**

Freethought reserves the right at its sole discretion to suspend the service (temporarily or permanently) on the occurrence of any unscheduled maintenance or any of the following:

1. notified maintenance.
2. issue by a court or any other competent authority of an order which is binding on Freethought and which affects the service and which can only be dealt with properly by suspension of the service.
3. if the client fails to pay any amounts due under this agreement when they are due.
4. if any events occur which would entitle Freethought to terminate this Agreement.
5. the resources used by the client in relation to the Services exceeds the agreed or reasonable level and Freethought determines in its sole discretion that such suspension is necessary to prevent excessive cost to the client, or to protect against negative impact to other clients services.
6. a report is received indicating that the service is breaching the acceptable use terms of this agreement whether that breach is intentional or the result of a third party that is utilising the service without the consent of the client.
7. the software running on a service has been identified as being poorly maintained and it is the judgement of Freethought that allowing the service to remain active presents a significant security risk to either the Freethought network or the wider internet.

For the avoidance of doubt, all charges for the services will continue during any period of suspension, unless otherwise agreed by Freethought.

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## **Client Conduct**

Freethought will not tolerate clients being abusive to our staff. Where clients have made threatening or abusive comments, gestures, or threats to our staff, this will constitute a breach of these terms and conditions and Freethought reserves the right to terminate this agreement with immediate effect without refund.

If during the course of a conversation by telephone, email, or other form of communication, a client makes reference to any form of legal action directed toward Freethought or make any comment that we may reasonably take to imply or infer a possible intent to pursue legal action against Freethought we reserve the right to refuse telephone and email support and only provide further support and communication in writing via recorded delivery. We also reserve the right in this scenario to suspend or terminate the service with immediate effect.

Should Freethought during the course of providing or preparing to provide your service feel that your needs may be better met by an alternative supplier Freethought reserves the right to terminate your service at our sole discretion. Where service has already been made available Freethought will, whenever possible, give at least 30 days notice of such a termination.

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## **Modification of Service**

Freethought reserves the right at any time to amend, improve, or correct the services, software and/or hardware (or any part thereof) provided that such modification does not negatively materially affect the overall quality of the service. This includes the right to substitute any hardware provided in relation to the service with hardware of similar or better specification, where necessary. Freethought shall endeavour to give the client reasonable notice of such modifications but this may not always be possible and Freethought shall not be liable to the client or to any third party for any such modification or any failure to give such notice.

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## **United Kingdom Domains**

When the Client registers a UK domain name via Freethought Internet the client is entering into a three way contract with themselves, Freethought Internet, and Nominet. This section does not apply to .gov.uk or .ac.uk.

Nominet apply additional terms to the purchase and registration of any domain ending in .uk - the latest terms and conditions and registration rules can be found at: <http://www.nominet.uk/resources/policy/policies-rules/#registrationterms>

By registering and continuing to maintain by renewal a .uk domain the Client agrees to be bound by the terms of this agreement and by extension those of Nominet. Domain registrations will automatically renew unless the Client expressly disables automatic renewal.

If a domain is allowed to expire it can be immediately reactivated by paying any relevant renewal invoices for that domain or contact Freethought to request it be re-invoiced and re-activated. Where a domain has expired Freethought reserves the right to charge the Client

additional fees to reactivate that domain where Freethought itself incurs additional costs from its suppliers.

A Client may transfer a .uk domain to another registrar, this constitutes a request to terminate this agreement in accordance with the relevant terms. Where termination is accepted there shall be no charge to transfer the domain by Freethought Internet. There shall be no charge to transfer a .uk domain into Freethought Internet.

Nominate operate a domain dispute resolution service, information about this service can be found at <http://www.nominet.org.uk/disputes/drs/policy/>

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## **Colocation and Rack Space Services**

Where the service this agreement applies to is co-location or rack space services then this section applies.

The client accepts full responsibility for the delivery and collection of equipment to a Freethought data centre or office. Freethought will not accept any liability for any loss or damage caused in transit to and from the data centre or Freethought place of business. All deliveries of equipment to Freethought must have a pre-booked ticket reference from both Freethought and the data centre.

In the case of a delivery being made to a data centre, the ticket reference supplied by Freethought for the purpose of delivery to the data centre must be clearly marked on the packaging. Failure to properly reference a delivery may result in a delivery being rejected by the data centre. Neither Freethought nor the data centre will be liable for any costs incurred as a result of any such rejection due to improper labelling.

When equipment is delivered, the packaging will be disposed of. If the client wishes the packaging to be stored, this must be advised before hand and a storage charge will be levied for the duration of the storage.

The client shall not be entitled to collect their server for maintenance or otherwise unless all unpaid fees for the services are paid in full prior to collection.

Unsupervised physical access to shared racks used by more than one Freethought client is not permitted under any circumstance. If possible, Freethought will remove the clients equipment from the rack to a separate room for client access. There may be a charge to remove equipment from the rack for client access which will be advised by Freethought to the client prior to removal.

Freethought must be notified of any need for physical access at least 24 hours in advance of access being required. In an emergency access can be obtained to the data centre at short notice but there may be a charge.

Freethought attaches asset labels to any equipment in its possession in order to ensure that it can track its own equipment and that of its clients. The client hereby agrees to Freethought attaching asset label(s) to any equipment belonging to the client which is in Freethought's possession at any time.



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## Leased Line and Ethernet Services

Where the service this agreement applies to is a leased line or Ethernet service this section applies.

Upon ordering a leased line or ethernet service Freethought will endeavour to provide a service commencement date when the service will be available to the client to use. Freethought will make all reasonable effort to meet the commencement date provided to the client but the client understands that this data is an estimate only and may be subject to delay or change at the sole discretion of Freethought.

In the event of the service developing a fault, Freethought will repair the fault at the earliest possible opportunity and in accordance with any prevailing service level agreement.

With the exception of Freethought equipment and software, it is the responsibility of the client to provide the necessary computer, networking, software, and telecommunications equipment necessary to use the service.

Where Freethought is required to provide equipment at a clients premises to enable use of a service, the customer will:

- Prior to installation prepare the site in accordance with the guidance provided by Freethought
- Make the necessary amount of space available as advised by Freethought to locate the equipment.
- Ensure the space made available to Freethought to locate equipment is environmentally suitable and provides without cost to Freethought adequate power and cooling.
- The client is responsible for returning the site to original condition upon completion of installation and removal of Freethought equipment upon commencement or termination of the agreement. This includes but is not limited to any construction, decoration, or cleaning work required.
- For the duration of the service the equipment provided by Freethought is the responsibility of the client, excluding any configuration of that equipment. The client will not modify or interfere with the equipment, nor allow any other person to interfere with that equipment unless expressly authorised by Freethought. The client is liable for any loss or damage to equipment supplied by Freethought, except where damage is caused by fair wear and tear or caused by Freethought or someone acting on the behalf of Freethought.

In order to allow Freethought to provide the service, the client must allow access to their premises to install, service, and maintain the equipment provided by Freethought. Access is normally only required during working hours, however with prior warning it may be necessary to access the premises outside of normal working hours. When on the premises of a client, Freethought and those working on behalf of Freethought will adhere to all reasonable site regulations where those regulations have been previously advised to Freethought. In the event that site regulations conflict with this agreement, this agreement shall prevail.

Freethought and the client shall take all reasonable steps at all times to ensure the safety of people on the premises when Freethought is attending the client premises.

Leased line and ethernet services may enable access to the internet. The internet is separate from this agreement and the use of the internet is solely at the clients risk and discretion. Freethought has no responsibility for any information, software, data, services, or any other material obtained by the client from the internet using this service.

Freethought does not apply any filtering or traffic management to leased line and ethernet services, however where required by law or the order of a court some websites may be blocked. Further more, where the use of the service by the client is impacting the wider Freethought network, the clients use of the service may be degraded or suspended either temporarily or permanently in order to ensure the stability and availability of the wider Freethought network for the enjoyment of other clients.

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## **Support and Maintenance**

Freethought will provide technical support to the client to support any aspect of the provision of the service, or the use of the service. Support does not cover the installation or use of client installed or supplied software unless the provision of the service is preventing the use or installation of that software. All technical support is subject to a "fair use" policy and Freethought reserves the right to suspend or restrict a customer's access to technical support (or to make an additional charge for such support) if a customer uses technical support in breach of this fair use policy.

Freethought does not guarantee or warranty the suitability of the service for specific software supplied by the client. It is the responsibility of the client to ensure that the service meets the needs and requirement of software the client intends to use on the service.

Maintenance and support shall not include services for problems arising out of (a) tampering, modification, alteration, or addition to the hardware or software, which is undertaken by persons other than Freethought or its authorised representatives or via supplied management software in the case of shared hosting, or (b) software programs or hardware supplied by the client.

The client shall document, and promptly report all errors, malfunctions of the services, hardware or software to Freethought. The client shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable amount of time after such procedures have been received from Freethought provided the procedures specified are reasonable.

The client shall maintain a current archive copy of all software and data, and shall properly train its personnel in the use of services, hardware and software.

Any problems caused by the client to the services (which include, but are not limited to, the deletion of necessary files, accidental or intentional infection by a virus or trojan) may result in extra charges to the client at the rate of £120 per 60 minutes including VAT, or part thereof.

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## **Client controlled operating systems**

Where the service under this agreement is unmanaged co-located, equipment in rack space, unmanaged dedicated, unmanaged virtual servers it is the clients responsibility to keep any server files up to date. Freethought will not be responsible for patching, rebooting, configuring, or making any other modifications to the operating system of such a service.

Where the services under this agreement are co-located, dedicated, or virtual servers and in the event of a server crash, once notified, Freethought will endeavour to reboot the clients server as soon as possible but offer no timed guarantee. The client may have access to an

automatic reboot switch, in which case an instantaneous reboot may be possible. Freethought make no guarantee as to the availability and functionality of a reboot switch.

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## Acceptable Use

Freethought's acceptable use policy is intended to help protect the Freethought service, Freethought clients and the internet community in general from irresponsible or, in some cases, illegal activities, and the client agrees to be bound by the policy.

1. The client and their end users shall not, nor shall they permit, enable or assist others, to use the services for any breach of any applicable law, or generally accepted transmission or application protocols applicable to the internet or any part of it, or to anything connected to it, or to any user of it. Such prohibited use includes but is not limited to the following:
  - 1.1. Civil infringement or and/or criminal offence relating to copyright, trade marks or any other intellectual property right in jurisdiction
  - 1.2. Commission of any criminal offence (including deliberate transmission of computer viruses) under the Computer Misuse Act 1990 (UK) or any similar legislation in any country.
  - 1.3. Knowingly or recklessly transmitting, displaying or posting to a publicly accessible service any material which is unlawful or actionably defamatory or an invasion of privacy, breach of an intellectual property right, or breach of a right of publicity in any jurisdiction with which any publicly accessible service reasonably appears to have any connection, or from which it may reasonably be apprehended that a publicly accessible service is likely to be significantly accessible.
  - 1.4. Transmitting, transferring, displaying or posting to a publicly accessible service any material in breach of any applicable UK data protection legislation or similar legislation in any other country or any material which is confidential or is a trade secret or which affects the national security of the United Kingdom or the said territory or which may expose Freethought to any retribution or penalty under the laws and/or regulations and/or decrees of the United Kingdom or any other country relating to the export or dealing with military or potentially military resource.
  - 1.5. Use of the services or the internet in any manner which is a violation or infringement of any rights of any kind or nature (whether like to any of the foregoing or otherwise) of any person, firm or company. Or violates any applicable legislation in the United Kingdom or any applicable jurisdiction where the service is utilised.
  - 1.6. Unauthorised access to the network management equipment of Freethought or other Internet Service providers.
  - 1.7. Forgery of internet addresses or other fields in IP packages by the client.
  - 1.8. Any sending of unsolicited email messages or any mass mailing of unsolicited advertising material by the client.
  - 1.9. Any activity that potentially could harm the Freethought network, its client networks or other networks, including but not limited to traffic flooding, malicious overflows etc.
  - 1.10. Any activity that Freethought decides at its absolute discretion is an unsuitable use of the services.
2. The client is responsible for:
  - 2.1. Maintaining email addresses in the forms of `postmaster@client.domain` and `abuse@client.domain` for receiving complaints of network abuse activities, as suggested by Internet Official Protocol RFC 2142. Typically, these email addresses

will forward emails to the real user accounts of the responsible persons for treating the network misuse complaints.

- 2.2. The activities of its customers or end-users and, by accepting service from Freethought, is agreeing to ensure that its clients abide by this policy. If irresponsible or illegal activity continues, even after Freethought tried to communicate with the client then the client may be subject to an appropriate action to stop these activities.
  - 2.3. All complaints related to network misuse - including email abuse - are to be sent to [abuse@freethought-internet.co.uk](mailto:abuse@freethought-internet.co.uk)
  - 2.4. IRC services or IRC-related services are permitted only with prior written permission from Freethought.
3. The client warrants that it will resolve any abuse complaints with 48 hours.
  4. You may not initiate sites or services that provide any of the following content, access to, or links to such content on the Freethought network. This includes but is not limited to:
    - 4.1. Pirated software (warez, cracked, nulled) or any software that is copyrighted and not freely available for distribution without cost.
    - 4.2. Hacking, phreaking, viruses, anarchy, etc.
    - 4.3. IRC Bots, Spamware
    - 4.4. Software or files related to the dissemination or control of a bot net or similar system where the intended use of that bot net or similar system could be considered criminal or the use of which would contravene any of the terms of this acceptable use agreement.
    - 4.5. Websites intended to, by deception or misdirection, obtain the login or personal information of individuals to systems other than the system being run via the Freethought service this agreement relates to, commonly referred to as "phishing".
    - 4.6. BitTorrent files and their associated technologies.
    - 4.7. Archives (copyrighted music, video or program archives) unless you are the copyright owner or have permission of the copyright owner.
    - 4.8. Sexually explicit, obscene or pornographic content (whether in text, graphic or other form).
      - 4.8.1. Item 4.8 does not apply to services where the client owns the server equipment, where the client is leasing equipment (virtual or physical), or where the client is obtaining connectivity services from Freethought so long as that content does not contravene item 4.9 or any other provision of this agreement or where the actions of the client may expose Freethought to any retribution or penalty under the laws and/or regulations and/or decrees of the United Kingdom or any other country. Provision of a service where the client expressly intends to serve content as described in 4.8 should be discussed with Freethought prior to such content being made available via the service
      - 4.8.2. An exemption can be made to item 4.8 by Freethought where the client has sought express permission from Freethought to host content as described in 4.8 before an order is placed or content is uploaded or created.
  - 4.9. Sexually explicit, obscene or pornographic content (whether in text, graphic or other form) depicting minors (children) under the age of eighteen years. Or any non-pornographic content (whether in text, graphic or other form) depicting minors (children) under the age of eighteen years in a state of undress or nudity that at the discretion of Freethought could be considered erotic in nature or intended as being erotic in nature.

- 4.10. Speech or images that offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing, discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise) or that promote illegal activity.
  - 4.11. Unreasonable graphic violence.
  - 4.12. Content designed to incite or encourage extremist beliefs or behaviour (religious or otherwise) or encourage the joining or subscription to an extremist organisation. The definition of an extremist organisation is entirely at the discretion of Freethought unless that organisation is specifically designated as a banned or illegal organisation by the government of the United Kingdom.
5. In relation to item 1.8 of this policy: Sending of unsolicited email, commonly known as spam is strictly against the terms of this policy. Any client held in breach of this policy under this term will have their service terminated without refund.

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## **Indemnity**

The client agrees to fully indemnify and keep Freethought, its subsidiaries, affiliates, officers, partners and employees fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever incurred by it or them and arising from any of the following:

1. The clients breach of this agreement or its negligence or other act, omission or default
2. The operation of break down of any equipment or software owned or used by the client but not the hardware and/or software.
3. The clients use of misuse of services
4. The client infringing (whether innocently or knowingly) third party rights (Including but not limited to intellectual property rights).

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## **Modification of Terms**

Freethought reserves the right to modify this agreement at any time and without advance notice, effective upon making the modifications available on the Freethought website and taking reasonable effort to advise customers of those updated terms. Continued use of the service after such changes shall constitute your consent to such changes. Freethought does not and will not assume any obligation to notify you of any changes.

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## **Matters Beyond Control of Either Party**

Neither Freethought nor the client will be liable for performance of obligations caused by or results from force majeure that will include, but not limited to, events which are unpredictable, unforeseeable, irresistible, and beyond either Freethought or the clients control. This will include but not be limited to; severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of hostilities, riot, explosions, strikes, labour unrest, civil disturbance, sabotage, expropriation by government, meteorological events, falling objects from space, solar events, or any other event that is beyond the reasonable control of Freethought or the client.

In the event of a refusal by a third party to supply service to Freethought that is wholly or partly necessary in order for Freethought to provide service to the client, and where no

reasonable alternative supplier exists at reasonable cost; or, where Freethought is prevented by restrictions of a legal or regulatory nature from supplying the service, Freethought will not be liable to the client for failing to provide the service.

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## **Disclaimer and Limitation on Liability**

Nothing in the agreement shall exclude or limit the liability of Freethought for death or personal injury resulting from its negligence or fraudulent misrepresentation nor affect the statutory rights of consumers.

The obligations and responsibilities of Freethought under this agreement unless specifically stated otherwise are solely to the client and not to any third party, including any other user. To the extent permitted by law.

Freethought's liability for the services shall be limited to the amount paid by the client for those services during the previous 12 months.

If any part of this agreement is held to be invalid then the remainder of the agreement still applies and is considered valid.

Freethought shall have no liability to the client for any loss arising from any material, data or instructions supplied whether digitally or otherwise by the client or on its behalf which is incomplete, inaccurate, illegible, out of sequence or in the wrong form or arising from late arrival or non-arrival or any other fault by the client or on its behalf.

No action, claim or demand arising out of or in connection with this agreement may be brought by the client against Freethought more than one year after the cause of action has occurred.

Freethought is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the services, hardware or software caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the client whether or not beyond those already supplied.

Neither Freethought nor anyone else who has been involved in the creation, production or supply of the services, hardware or software shall be liable to the client or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this agreement or the services, hardware or software for any: (i) economic loss of any kind whatsoever, or (ii) loss of profit, data, business contracts, sales, revenues or anticipated savings, or (iii) damage to the client's reputation or goodwill, or (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever, and the client shall indemnify Freethought from and against any claim which may be made against Freethought in respect thereof.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to the client.

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## Questions

Questions relating to this agreement or a possible violation of this agreement should be directed to [support@freethought-internet.co.uk](mailto:support@freethought-internet.co.uk) or sent to the registered office via post.

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## Version

Document Version: 2.2

Last Updated: May 2018

### Document Changes

- 1.0 First Release.
- 1.1 Corrected minor spelling and grammar mistakes in main text.
- 2.0 Updated branding and design. Added further items to acceptable use provisions. Expanded conditions relating to co-location and rack space services. Expanded provisions relating to provision of leased line and connectivity services.
- 2.1 Adding clearer section headings, correcting grammar. Extending and modifying terms related to the provision of connectivity services. Clarifying the use of reputation and credit checking services when provisioning orders.
- 2.1.1 Typo correction and adding a missing term about Nominet renewals.
- 2.1.2 Fixed typo, moved headings around to improve clarify, added additional terms relating to the hosting of adult material.
- 2.2 Updated terms and conditions to meet current legislation. Updated formatting and simplified some wording to improve readability.

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