

## Introduction

This Terms of Service Agreement, in addition to our other Terms of Service, and legal documentation, outlines the basis of Virgo Network's provision of Web Hosting services.

We have made every effort to write this policy (and all our legal documentation) using formats and language that will be easy to understand. We strongly advise you to seek independent advice or counsel if you are unclear on any of the terms or phrases contained in this document, or if you have any uncertainty or doubt regarding the way in which this document will bind you or govern your use of our services.

## Scope and Governance

This documentation is applicable to the provision of Virgo Networks Web Hosting services.

This documentation forms a binding agreement between Virgo Networks (we, the company) and you (the user, the subscriber, the customer).

Unless otherwise expressly agreed to by Virgo Networks, this agreement and all associated agreements will be enforced and arbitrated under English law. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**This document was last updated in June 2023.**

Contact Information:	Company Registration Information:
Virgo Networks 9 Bamburg Road Palmerston Newcastle upon Tyne NE12 9EX United Kingdom  support@virgo-networks.co.uk	Virgo Networks Ltd Registered in England & Wales #07742245 UK Information Commissioners Office registration #ZA902821

## **1. Definitions of Service**

This Terms of Service document governs our provision of Web Hosting services.

Web Hosting is the provision of storage, bandwidth and computational resources to allow a user to host a website or other content in such a way that other organisations or individuals on the Internet may access it.

Web Hosting services are provided on two basis; shared and reseller.

Shared hosting refers to a single user account assigned to a customer for their (or persons within their organisations) own use, on a system that is used by other Virgo Networks customers.

Reseller hosting refers to a reseller account, in which multiple shared hosting accounts can be created, with the intention that the customer will provide both services and user accounts to people other than themselves. This will also be provided via a system that is used by other Virgo Networks customers.

## **2. Payment and Termination**

Payment for all services is made in advance, either on a monthly or yearly basis unless otherwise agreed.

Payment must be received in a timely manner. Failure to remit payment by the due date on your invoice will result in the suspension and subsequent termination of your services.

Unless otherwise agreed, all payments are non-refundable.

Upon termination of your services for any reason, Virgo Networks will permanently erase all content the customer has stored on our systems.

## **3. Scope of Support**

Virgo Networks will commit to operating and maintaining the services we provide in accordance with industry best practices.

In addition to this, Virgo Networks will provide support to the customer in the use of their services, to an extent which we determine to be reasonable.

We do not commit to support users/clients of our customer directly under any circumstances.

Customers are expected to maintain a degree of knowledge and skill in the operation of their account, including the use of any software or scripts they choose to deploy.

## **4. Availability and Uptime**

We strive to provide reliable and high-performance services. While we endeavour to maintain a 99.9% uptime or greater, we do not guarantee uninterrupted or error-free service.

Downtime caused by scheduled maintenance, cyber-attacks, or factors beyond our control shall not be considered a breach of our uptime commitment.

We are not responsible for any financial or business losses due to service interruptions.

## **5. Data Storage**

Virgo Networks will make all reasonable efforts to ensure your data is stored securely in a way that ensures it is accessible.

It is ultimately your responsibility to maintain regular backups of your website, databases, email and other data in a location not operated by Virgo Networks. We do not guarantee that backups will be available or usable in the event of a system failure.

We are not responsible for data loss resulting from user error, hacking, or other issues beyond our control. Please refer to section 7 for guidance on our liability.

## **6. Prohibited Content and Activities**

Some content and activities are prohibited on our platform and services. The customer accepts full responsibility for the legality of all content stored within their account, whether uploaded by them or their users, and agrees to defend Virgo Networks against any and all action that 3<sup>rd</sup> parties or law enforcement may seek.

To comply with UK and international law, and protect the integrity of our infrastructure, the following content and activity is not permitted under any circumstances:

- Content or activity which violates the laws, regulations or ordinances of the United Kingdom
- Unsolicited commercial or bulk email, also known as spamming
- Execution of any malicious software or code
- Denial of Service (DOS/DDOS)
- Network/port/IP scanning
- Operation of proxy/relay services
- Infringement of copyright, trademark or patent
- Content or activity that will harm the reputation of any organisation or individual
- Mining of cryptocurrency
- Spreading hatred, threats of violence or inciting terrorism
- Content that provides instructional information on how to engage in any of the aforementioned activities

*Please note that this list is not exhaustive – customers are advised to seek clarification should they have any doubt regarding their intended use of Virgo Networks Services.*

## **7. Limitation of Liability**

To the fullest extent permitted by law, we are not liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use our Services, including but not limited to lost profits, lost data, or business interruptions.

Our total liability shall not exceed the amount paid by you for the Services during the 12 months prior to the event giving rise to the claim.