

# DanBotHosting - Terms of Service

The ensuing is the constitution of commercial relationship, the Terms of Service, herein “Agreement” between DANBOTHOSTING, Registered in Great Britain and Northern Ireland with the company number of 13674346, herein “DanBotHosting” or “the Provider” and their client herein “Customer”, defined as a consumer by the United Kingdom’s Consumer Rights Act of 2015 with the labeling UK 15/2015 or herein “Act”.

The duality of the Provider and Consumer will be named the “Parties” and “Party” in the singular form, meaning either of.

The Terms of Service or Agreement shall herein be of form a digital offering sales contract by that same Act under Sections 33 and 7 classed as a hire of goods contract.

## **1. Governing Law**

### **a. Applicable law**

The governing laws of the Agreement shall be of England, the United Kingdom of Great Britain and Northern Ireland.

Depending on the offering location may other regional law, that-of applicable, be enforced. The Service defined by Section 3. Subsection a. can be offered in multiple physical locations, said locations may be applicable to adopt all regional or further scaled laws. In cases where the Service is subject to a region with said trait will its applicable laws be followed by all Parties.

### **b. Forum Selection Clause**

Furthermore shall any claim, dispute or relation to said Agreement of court procession or filing be held within the judiciaires of England, the United Kingdom of Great Britain and Northern Ireland.

## **2. Amendment**

### **a. Eligibility**

For the Agreement to amend and any business relations to commence the signer (*used for the un-amended version of “Customer”*) must not be inherent to any of these conditions;

- i. Be younger than 13 years of age;
- ii. Be ineligible to form, follow or terminate contracts<sup>1</sup>;
- iii. Already have formed a prior contract, such as another account.

<sup>1</sup>An exception to Section 3. Subsection a. list-item ii. Is when the signer further Customer if followed; forms the Agreement while being under legal age to do such but with co-signature and or permission by parent or legal guardian do so; making the Agreement enforceable by the legal guardian's representation.

### **b. Completion**

If Section 3. Subsection a. goes as follows then the Agreement shall be amended and thereby may commercial relations begin under enforcement of Section 1..

Evidence of the Customer's acknowledgement of the Agreement's existence and inclusions is the requirement of a check-box agreement to said contract and all adjacent ones<sup>2</sup>

<sup>2</sup> The adjacently amended agreements (*note the lowercase lettering not specifying any one 'A'greement*) are the Provider's Service Level Agreement, Acceptable Use (Usage) Policy and Privacy Policy (Notice) which are to be further brought upon later in this Agreement.

c. Violation

Assuming for Section 3. Subsection b. the Agreement has been amended and therefore is litigiously bound to be followed by. Herein will any violation of the Agreement and or its terms be considered Breach of Contract by the laws of the applicable governing factors and may be countered in court if violatory actions have exceeded limits of conversational resolution.

### **3. The Service**

a. Acquisition and definition

By the fulfillment of a so called service, herein "Service" which may be used in plural or singular forms in any and all forms of writing, classed as a digital offering by the Act from the Provider to the Customer, is created a further commercial relationship contracted by a limited period, subject for renewal or not by the month, quarter, annually or biennially.

Establishment of said relationship means the Customer must abide by bylaws, the Service's rules lay in the Acceptable Use (Usage) Policy with the Provider's further responsibility stated in the Service Level Agreement.

b. Additional purchases

With the Service additional products may be offered such as Dedicated IP addresses or management offerings, shall they be referenced as "Additional Service" in any multiplier form applicable.

c. Reimbursement

Reimbursement by request is valid and unchallenged, unless any agreements between the Parties were to be voided, terminated or breached prior, within 48 hours of a Service's initial deployment.

Refunds are to be made via the same payment method as the transaction came from, that-of including account-balance<sup>3</sup> unless law specifies otherwise such as the to-be mentioned Section 45 of the Act.

Exceptions of Section 3. Subsection c. can be made in specific cases such as a request of the Act's Section 33-47 filing, that-of Section 45 being the reimbursement request, or requests of Services which do not conform as a sale of goods or hire contract.

<sup>3</sup>An account-balance is the virtual-currency which the Customer has purchased or obtained through the Provider's webpages.

#### d. State of the Service

The state of the Service may be any of the three, but limited to:

- i. Active - Unaffected, fully accessible, renewed or recently acquired.
- ii. Suspended - Inaccessible, either past renewal date, due invoice, manual suspension due to breach of the agreements or anything applicable.
- iii. Termination - Erased, past due final renewal date, no way of reallocation. Unless <sup>4</sup> applies.

<sup>4</sup> If possible, non personally identifiable information such as Service files on existing backup services, that-of the Provider's, may be returned to the Customer after termination upon request.

#### e. Renewal of the Service

The Service, to be renewed by any of the prior mentioned forms in Section 3. Subsection a. shall have a set renewal date, on renewal shall prepaid account-balance<sup>3</sup> (See above under Section 3. Subsection c.) be deducted by the renewal amount. If said transaction fails will the Service in the state of Suspension (See Section 3. Subsection d. List-item ii.) until renewed, with a termination date (See Section 3. Subsection d. List-item iii.) 7 days past the renewal date if no transaction could be made.

f. Liabilities

The Customer alleges and acknowledges full undertaking of liability, litigious or not, of their account, the utilization of the Provider's services and their hosted content which were furnished to said Customer.

The Customer agrees and shall fulfill the indemnification and keeping of harm; the Provider, its directors, employees, partners and associates in case where their services directly or indirectly caused financial, reputational, data or potential profit loss.

#### **4. Adjacent Agreements**

a. Privacy Policy or Privacy Notice

The Customer's rights to privacy in relation to the Provider and this Agreement shall be listed in said Provider's Privacy Policy which acts adjacent to this Agreement. The Privacy Policy may be found via [danbot.host/privacy](http://danbot.host/privacy).

b. Acceptable Use Policy or Acceptable Usage Policy

Specific and non-specific utilizations of the services are prohibited, utilizing the services for and or by any non-permitted means may lead to Agreement termination. A moreover detailed policy for these usage cases can be found in the Provider's Acceptable Use Policy via [danbot.host/aup](http://danbot.host/aup).

### c. Service Level Agreement

The Provider's obligations in terms of guarantee of standard for the hire of goods contract (Service), including "Uptime" as seen in the herein Service Level Agreement from danbot.host/sla.

## **5. Copyright**

### a. Applicable law

Applicable Copyright law, that-of the governing factors, DMCA and international copyright agreements is enforced within the Service, the Agreement and this relationship.

### b. Liability

The Customer agrees to the full undertaking of liability, that-of legal, monetary, reputational or any kind relating to copyright infringement or disputes on their Service or usage within the relationship.

## **7. Intellectual Property**

### a. Domains

The domains, herein "Domains"; danbot.host, danbot.cloud, danbot.xyz, are property of DANBOTHOSTING and may only be advertised, utilized, represented in any way of any kind by the Provider alone and their employees.

Only the Domains may act as a representative domain name of the Provider, the Customer shall not take emails, websites or any applicable material not on or sent through the Domains as the Provider and thereby not of this Agreement.

### b. Branding

danbothosting is an unregistered trademark of DANBOTHOSTING under the copyright laws of the United Kingdom and may not be perpetrated by any other Party than the Provider and its employees as authentic.