

T&Cs

These are Hostventura's General Terms and Conditions which remain in force unless otherwise agreed in the Service Agreement. The Service Agreement shall take precedence over the General Terms and Conditions set out.

1. DEFINITIONS

Agreement shall refer to the agreement between Host Ventura Group and the Client for the provision of Services by Host Ventura Group to the Client.

Bandwidth shall refer to the rate of data transmission in bits per second, using Hostventura's equipment.

Confidential Information: all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is: (a) Identified as confidential at the time of disclosure; or (b) Ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

Client shall refer to an individual/entity who/which has accepted these Terms of Service.

Extra Features shall refer to additional offerings, including but not limited to services such as Site Wizard, Matrix Statistics and Password Protection, the details of which are communicated individually if needed.

Fees shall refer to the fees for the Services, the pricing of which is as shown on the Client's contract.

Intellectual Property Rights shall refer to any and all patents, trademarks, service marks, copyright, know-how, design rights, or any other intellectual or similar rights, whether or not registerable in any country, together with all or any goodwill relating to the same.

Services shall mean web hosting, domain name registration, dedicated servers, email, reseller accounts, extra features and any other services provided by Hostventura, the details of which are as shown on the Client's contract and are communicated individually if required.

Host Ventura Group shall refer to Host Ventura Group, a company registered in Sofia, Bulgaria, whose company number is 201982382.

2. SERVER USE

2.1 Host Ventura Group does not allow any of the following content to be stored on its servers:

- **Illegal Material** - Includes copyrighted works, commercial audio, video, or music files, and any material in violation of any European legislation.
- **Adult Material** - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Hostventura.
- **Warez** - Includes pirated software, ROMs, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. This also includes any sites which provide "links to" or "how to" information about such material.

3. UNLIMITED USER POLICY

3.1 High Bandwidth usage: Host Ventura Group offers an unlimited usage policy by maintaining very large ratios of Bandwidth per Client. In rare cases, Host Ventura Group may find a Client to be using server resources to such an extent that he or she may jeopardize server performance and resources for other Clients. In such instances, Host Ventura Group reserves the right to impose the High Resource User Policy for the consideration of all Clients.

4. HIGH RESOURCE USER POLICY

4.1 Resources are defined as Bandwidth, processor utilisation or disk space. Host Ventura Group may implement the following policy to its sole discretion: when the Client is found to be monopolising the resources available, Host Ventura Group reserves the right to suspend the Clients account immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Clients may be offered an option whereby Host Ventura Group continues the suspended services for an additional fee.

5. FEES & PAYMENT TERMS

5.1 All Fees for Services are payable in advance and are non-refundable.

5.2 All Fees must be paid in EUR (Euros), and all prices are quoted net of Value Added Tax (VAT).

5.3 Although Host Ventura Group reserves the right to change the prices for the Services at any time, all pricing is guaranteed for the period of the prepayment. Any changes to the prices of Services shall be clearly communicated to Clients prior to their application, with one month's notice being given for such changes. Notice shall be served via email to the email address held on the Client's Host Ventura Group account.

5.4 Clients purchasing a monthly billed hosting package shall be charged the first three months' hosting fees in their first invoice.

5.5 Clients purchasing either an annually or biennially billed web hosting package shall be entitled to a free .de/.com/.net.org/.co.uk domain registration for the first two years of registration. Clients purchasing a monthly billed web hosting package, where the first three months' charges are billed on the first invoice, shall also be entitled to a free .de/.com/.net.org/.co.uk domain registration. Thereafter, all .de/.com/.net.org/.co.uk domains which are renewed shall be charged for at the prevailing price at the time as provided on request;

5.6 Clients who first purchase a .de/.com/.net.org/.co.uk domain registration and then add either an annually or biennially billed web hosting package (or a monthly billed package where the first three months' charges are billed on the first invoice) to that domain registration at a later date shall have the price of the .co.uk domain registration discounted from the annual/ biennial web hosting package price. Thereafter, all .co.uk domains which are renewed shall be charged for at the prevailing price as provided on request.

5.7 Clients are required to maintain a valid credit/ debit card and email address on their account at all times. Failure to do so may result in the suspension of the Client's account.

5.8 Host Ventura Group shall suspend access to an account which:

5.8.1 contains invalid or fraudulent details

5.8.2 initiates a credit/ debit card chargeback

6. TERM & TERMINATION

6.1 The term of service for all annually billed Services is annual, and the term of service for all biennially billed Services is biennial.

6.2 The term of service for all monthly billed Services, excluding dedicated servers, is annual.

6.3 The term of service for all monthly billed dedicated servers is one month.

6.4 In order to ensure continuity of service, Host Ventura Group operates an auto renewal policy on all the Services it provides to Clients. Upon expiration of the Client's initial term, the Client's Services shall be automatically renewed for the same period as the Client's initial term, at which point Host Ventura Group shall charge the credit/ debit card held on the Client's account.

6.5 The Client agrees that he/she is solely responsible for ensuring that the Client's services are renewed, and that Host Ventura Group shall have no liability to the Client or to any third party in connection with the renewal or any attempt to renew the services, including but not limited to any failure or errors in renewing or attempting to renew the services.

6.6 Host Ventura Group reserves the right to terminate a Client's Agreement at any time. In this event, the Client shall be entitled to a prorata refund based on the unexpired term of service, unless The Client have contravened these Terms of Service, in which case the Client may not be entitled to a refund.

6.7 Host Ventura Group shall have the right to terminate this Agreement immediately should the Client fail to make advance payment for any Service, when such payment becomes due to Hostventura.

6.8 Either party may terminate this Agreement by giving notice in writing to the other party if the other party:

6.8.1 is in material breach of this Agreement and fails to remedy such breach within 30 days of the receipt of a request in writing to remedy such breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of the Agreement

6.8.2 becomes the subject of a voluntary insolvency arrangement

6.8.3 is unable to pay its debts

6.8.4 has a receiver, liquidator or administrator appointed over all or part of its assets or income, or

6.8.5 has ceased to trade

7. CANCELLATION

7.1 Clients may not cancel their Service/s during the term of service.

7.2 Clients may cancel their Service/s at the end of the term of service by providing 30 days' written notice, before the end of the term of service, for that particular Service on a Service by Service basis.

7.3 Clients shall be required to complete a closure authorisation form giving Host Ventura Group permission to permanently delete all content relating to the Client's Services.

7.4 Clients shall be required to complete and submit the closure authorisation form before the renewal date of the Service, which is one week before the end of the service term, otherwise the Service shall be renewed in accordance with section 6.4.

7.5 Clients shall not be entitled to cancel any Service if there are outstanding payments associated with that Service.

8. DISCLAIMERS AND WARRANTIES

8.1 Host Ventura Group does not back up the Client's data/website unless agreed otherwise in the Statement of Work. Whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Host Ventura Group cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Host Ventura Group and its employees.

8.2 Host Ventura Group makes no warranties or representations that any service shall be uninterrupted or error-free. The Client accept all services provided hereunder "as is" without warranty of any kind.

8.3 All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to each of the services to be provided hereunder to the fullest extent permitted by law.

8.4 Host Ventura Group shall not be liable for any services or products to be supplied by any third party.

8.5 Host Ventura Group shall not be liable for any loss or damage of whatsoever nature suffered by the Client arising out of or in connection with any breach of this Agreement by the Client or any act, misrepresentation, error or omission made by the Client.

8.6 Host Ventura Group shall not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by the Client or for any wasted management time or failure to make anticipated savings or liability the Client incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

8.7 No matter how many claims are made and whatever the basis of such claims, Hostventura's maximum aggregate liability to the Client under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the fees paid by the Client for the services in relation to which the Client's claim arises during the 12 month period prior to such claim.

8.8 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of Hostventura, its employees or its sub-contractors.

8.9 Host Ventura Group shall not be liable for any interruptions to the services or outages arising directly or indirectly from:

8.9.1 interruptions to the flow of data to or from the internet

8.9.2 changes, updates or repairs to the network or software which it uses as a platform to provide the services

8.9.3 the effects of the failure or interruption of services provided by third parties

8.9.4 factors outside of Hostventura's reasonable control

8.9.5 The Client's actions or omissions (including, without limitation, breach of the Client's obligations set out in the Agreement) or those of any third parties

8.9.6 problems with the Client's equipment and/or third party equipment, or interruptions to the services requested by the Client

9. INDEMNIFICATION

9.1 The Client agrees that he/she shall defend, indemnify, save and hold Hostventura, its officers, employees, agents, sub-contractors and affiliated companies harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Hostventura, its agents, its Clients, officers and employees, that may arise directly or indirectly as a result of any service provided or performed or agreed to be performed or any product sold by the Client, the Client's agents, employees or assigns.

9.2 The Client agree to defend, indemnify and hold harmless Hostventura Group against liabilities arising out of:

9.2.1 any injury to person or property caused by any products sold or otherwise distributed in connection with a Host Ventura Group server

9.2.2 any material supplied by the Client infringing or allegedly infringing the proprietary rights of a third party

9.2.3 Intellectual Property Right infringement

9.2.4 any defective products sold by the Client from a Host Ventura Group server, and

9.2.5 any breach of any of the Client's obligations or the warranties given by the Client in this Agreement

10. FORCE MAJEURE

10.1 Neither party is under any liability to the other party in respect of anything which, apart from this provision, may constitute a breach of the Agreement arising by reason of force majeure which means, in relation to either party, circumstances beyond the reasonable control of that party including acts of God, acts of any governmental or supranational authority, war or national emergency, riots, civil commotion, fire, network failure, systems fault, unauthorised use or access to the IT systems of Hostventura Group or the Client, explosion, flood, epidemic, lock outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions, to the extent outside of its reasonable control.

11. ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and neither relied on any representation made by the other party unless such representation is expressly included herein.

11.2 Nothing in this clause shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.

11.3 This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

12. SEVERABILITY

12.1 In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.

12.2 Host Ventura Group shall amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Host Ventura Group as reflected in the original provision.

13. CONFIDENTIALITY

13.1 Each of the parties agrees not to disclose any Confidential Information received from the other party or make any use of any such Confidential Information other than for the purposes of performance of this Agreement, except that:

13.1.1 each party may disclose Confidential Information received from the other to its responsible employees, consultants, subcontractors or suppliers who need to receive the information in the course of performance of this Agreement

13.1.2 the confidentiality obligations set out above shall not apply to any information which is or subsequently becomes available to the general public other than through a breach by the receiving party, or is already known to the receiving party before disclosure by the disclosing party or is developed through the independent efforts of the receiving party, or

13.1.3 the receiving party rightfully receives from a third party without restriction as to use

14. WAIVER

14.1 The failure or delay by either party in exercising any right, power or remedy of that party under the Agreement shall not in any circumstances impair such right, power or remedy, nor operate as a waiver of it.

14.2 The single or partial exercise by either party of any right, power or remedy under the Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.

14.3 Any waiver by either party of a breach of or default under any of the terms of the Agreement by the other party is not deemed a waiver of any subsequent breach or default and in no way affects the other terms of the Agreement.

15. ASSIGNMENT

15.1 The Client shall not assign, sub-license or transfer the Client's rights or obligations under this Agreement to any third party without the prior written consent of Hostventura. However, in the event that Host Ventura Group consents to such an assignment, sub-license or transfer, then this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

15.2 Host Ventura Group may sub-contract or assign any or all of its rights and obligations under this Agreement.

16. AMENDMENTS

16.1 This Agreement may not be amended or modified by the Client except by means of a written document signed by both the Client and an authorised representative of Hostventura.

17. NOTICES

17.1 The Client agree that any notice or communications required or permitted to be delivered under this Agreement by Host Ventura Group to the Client shall be deemed to have been given immediately if delivered by e-mail or 24 hours after dispatch if sent by overnight mail in accordance with the contact information the Client have provided.

18. GOVERNING LAW

18.1 Except as otherwise set forth in the Host Ventura Group Domain Name Dispute Policy (the "Dispute Policy"), as amended from time to time, with respect to domain name disputes, this Agreement, and the Client's rights and obligations under this Agreement, shall be governed by the laws of the Republic of Bulgaria, subject to the exclusive jurisdiction of the courts of the Republic of Bulgaria. Don't hesitate to contact us.