General Terms and Conditions of Service

THE FOLLOWING TERMS GOVERN OUR AGREEMENT TO PROVIDE SERVICES TO YOU AS THE CUSTOMER. IT IS IMPORTANT THAT YOU READ THESE CAREFULLY AND IN FULL BEFORE ORDERING ANY SERVICES FROM IONOS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU WILL NOT BE ABLE TO ORDER ANY SERVICES FROM IONOS.

BY NATURE OF HAVING A IONOS ACCOUNT YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

General Terms and Conditions

These General Terms & Conditions together with any Specific Terms and Conditions for your Services, the Privacy Notice, the Data Processing Agreement and the Acceptable Use Policy form the Agreement between You and Us. If any of these General Terms & Conditions are inconsistent with any Specific Terms and Conditions for your Services, then the Specific Terms & Conditions shall prevail.

By signing up for the Services you warrant that you are capable of entering into a binding contract; or are acting with the express permission of a person or organisation and using the payment details of that person and that they also agree to be bound by the terms of this Agreement. You also agree to comply and adhere to any and all applicable law s and regulations in relation to this Agreement.

IONOS reserves the right to amend, modify or alter any of these Terms and Conditions without the prior consent of You.

Age Condition

You certify that by purchasing any of our products from this website that You are 18 years or older.

Definitions

"Acceptable Use Policy" means the IONOS policy which forms part of this Agreement and sets out the remit for your use of the Services.

"Agreement" means any agreement to which these General Terms & Conditions together with any Specific Terms & Conditions for your Services and the Acceptable Use Policy are incorporated.

"Designated Agent" shall mean an individual or entity that the Prior Registrant or New Registrant explicitly authorises to approve a Change of Registrant on its behalf.

"Material Change" means a non-typographical correction. The following will be considered Material Changes:

a) A change to the domain name owner's name or organization that does not appear to be merely a typographical

correction;

b) Any change to the domain name owner's name or organization that is accompanied by a change of address or phone

number; and

c) Any change to the domain name owner's email address.

"Order" means a request made by You for Services to be supplied pursuant to the terms of this Agreement.

"Services" means the services and or products to be provided to You by IONOS.

"Us" means IONOS Cloud Ltd. a company registered in England and Wales under company number 3953678 and our registered office is at Discovery House, 154 Southgate Street, Gloucester, GL1 2EX, United Kingdom.

"You" means the person or company who purchases services from IONOS.

1. Commencement of this Agreement

1.1 This Agreement will only commence when We provide You with written confirmation that your Order has been accepted.

1.2 The information that You provide to Us must be complete, accurate and up to date at all times. We reserves the right to suspend access to

Your account and Services if We believe any information You have supplied to Us is inaccurate.

2. Supply of Services

2.1 We agree to supply the Services to You in accordance with the terms set out in this Agreement.

2.2 We will use reasonable endeavours to supply the Services to You as soon as it is reasonably practicable and in the event that We become aware of any reason for delay, We shall notify You.

2.3 We will not be liable to You if We, using Our endeavours, fail to supply the Services within a specific timescale.

2.4 We reserve the right to improve, modify or change the Services provided to You and We will use reasonable endeavours to notify You as soon as it is reasonably practical to do so.

2.5 We will provide the Services to You using reasonable skill and care but at all times this will be subject to any downtime caused by scheduled or emergency maintenance or repair. We will use Our reasonable endeavours to ensure that any disruption to the Services is minimal and any scheduled work takes place during off-peak hours when possible. We will not be liable to You or any third party for losses whatsoever caused by any such downtime; whether emergency or scheduled.

2.6 We reserve the right to deactivate individual features, applications, scripts or programs as necessary in the interests of technical progress, security, availability of technical support on the provider or manufacturer side, to ensure the stable operation and integrity of Our systems.

2.7 We shall take reasonable steps to ensure that any deactivation of individual features, applications, scripts or programs will not result in changes to a core function of the Services We provide You and to offer technical alternatives (including upgrades and updated versions of software) as and when such alternatives become available.

2.8 In the event that such changes result in changes to a core function of the Services We provide You and no viable alternative is available, You will be entitled to a pro-rated refund on cancellation.

2.9 In the event of changes of features, applications, scripts and programs pursuant to clause 2.6 above, You agree to cooperate and be responsible for managing any adjustments to your Services if requested to do so. We will endeavour to communicate any changes to You as soon as possible.

3. Duration and Renewal of Services

3.1 Unless otherwise specified, Services are provided for a minimum contract term of 12 months and unless cancelled in accordance with Clause 4 below will automatically be renewed for further periods.

3.2 In the event a FREE domain (subject to availability) is included with the purchase of a new package with a 12 month minimum term contract, you must add the domain to your basket before purchase. This free domain offer applies only to the contract term of the initial purchase. After the contract term of the initial purchase, domains purchased through this offer will renew at the regular price.

4. Cancellation

4.1 You are entitled to cancel the Services by contacting Us no less than 1 working day prior to the renewal date for your Services.

4.2 You may cancel your contract with Us either by telephone or through Your Control Panel. Once We accept Your cancellation request, You will be provided with written confirmation of cancellation. Cancellation requests will not be deemed to have been received and accepted until We have issued Our written confirmation to You.

4.3 If You have entered into this Agreement as a consumer, You have the right to cancel Your contract within 14 days from the date the contract is formed. For the avoidance of doubt, the contract is formed when You place the Order button through Our website, and therefore providing Us with permission to commence Your Services.

4.4 As a result, as soon as the Services have commenced, You will not have the right to cancel the Contract under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please note that if You do not wish to waive this right, We will not be able to commence Your Services.

4.5 For clarity, domain purchases are not covered by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4.6 For the avoidance of doubt, if You use the Services in the course of business, You will be treated as a non-consumer and statutory consumer protection will not apply to this Agreement.

4.7 We reserve the right to cancel and/or withdraw Your Service at any time without reason by providing you 30 days' written notice.

5. Registration of Domain Name(s)

5.1 We do not accept responsibility nor do We make any warranty that the domain name(s) requested by You will be accepted for registration in the register of the Naming Organisation nor will We be liable for any incidental costs You incurred if the application for Registration is unsuccessful.

We do not accept responsibility for any liability to third parties for breach of their Intellectual Property Rights in relation to the domain name(s) requested by You.

5.2 Upon successful Registration We will manage Your domain name(s) for the Initial Registration Period and for such time as it remains registered to You subject to such rules of the applicable Registry in force from time to time and which can be assessed through https://www.ionos.co.uk/terms-gtc/terms-registration.

5.3 Notwithstanding Clause 5.2, We reserve the right to suspend or to cancel any application for Registration or refuse to manage a domain name(s) in the circumstances set out in Clause 4.4 of this Agreement.

5.4 Once We fulfil Your domain Order, We shall notify You of the successful registration of the domain name(s). We will manage Your domain name(s) for the initial registration period and for all future renewals. Unless You set your Domain to expire via your Control panel prior to the expiry date, We will automatically renew your Domain. You authorise Us to debit Your account for the initial registration period and any subsequent renewals.

5.5 You acknowledge that any disputes arising out of the use of Your domain name(s) requested by You may be resolved for as follows:

- For .uk UK domains in accordance with the Nominet UK Dispute Resolution Service (DRS), which can be accessed at https://www.nominet.uk/domains/resolving-uk-domain-disputes-and-complaints/
- For gTLD domains in accordance with the ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP), which can be accessed at http://www.ican.org/udrp.html which may impose restrictions on the termination or transfer of the domain name(s) with its current host during or pending during the settlement of such a dispute.
- For nTLD domains in accordance with ICANN's Uniform Rapid Suspension Process (URS), which can be accessed at https://www.icann.org/resources/pages/urs-service-provider-application-process-2015-11-23-en
- Any other disputes must be referred to the compliance department at compliance@ionos.com.

5.6 You shall be permitted to transfer Your domain name(s) to another Registrar other than Us upon termination of this Agreement in accordance with Clause 4.

5.7 You agree that for reasons of security and in accordance with ICANN and other registry policies, We shall apply a transfer lock. Such transfer lock may include but not be limited to domain name registration, the transfer of a domain name and any Material Changes to the domain name owner details to protect the transfer of a domain name. You will nevertheless be able to remove the transfer lock in order to allow a transfer of a domain which has been applied for by third parties.

5.8 You acknowledge and agree that We, Our agents, assignees or licensees may, upon registration of Your domain name, associate any data of any kind, in Our sole discretion, with the Domain Name registered in association with Your Web Site or any URL incorporating said Domain Name until You replace such data with the Web Site. This paragraph shall apply to any and all web pages generated by Us, whether in connection with HTML standard response codes or otherwise, including but not limited to 404 webpages.

5.9 You acknowledge and agree that in the event of a Material Change, You are responsible and liable for such Material Changes.

5.10 By ordering or applying SSL Certificates in connection with Our products, You acknowledge and agree to comply with the Digicert Terms and Conditions.

5.11 In the case of a tariff with unlimited SSL certificates, the customer receives an SSL Wildcard certificate for each domain for which he has a current contract with IONOS. The SSL Wildcard certificate can be used for all domains administered by IONOS. If the customer concludes a new contract which includes a domain with IONOS another SSL Wildcard certificate will automatically be assigned. As soon as the SSL Flatrate Subscription is cancelled the SSL certification(s) will be cancelled immediately. If customers use the change Feature from Paid SSL (SSL Starter, SSL Starter Wildcard, SSL Business, SSL Business Wildcard, SSL Premium) certificate to SSL Flatrate the remaining term of Paid SSL will not be refunded and will be cancelled.

6. Premium Services

6.1 The Premium Services can only be used in connection with IONOS products.

6.2 The Premium Services can only be used by and discussed with account owners and persons with authority on the account. There will be no support to end users, unless consent has been provided by the account holder, in writing.

6.3 The service is available on request (subject to the availability of the Premium Service Team). You are charged a one-time fee for this service, in addition to the normal subscription fees for the relevant IONOS package

6.4 The scope of each Premium Service is detailed within the service description at the time of purchase.

6.5 Prior to any service being carried out by a Personal Support Assistant, You must agree to the service and the price quoted. Payment for the Premium Services is taken upon booking of the service or subsequent to the service being provided to the Customer, depending on Customer's payment method.

6.6 The booked service must be used within 30 days of purchase.

6.7 You have the right to cancel the Order for Premium Services by e-mail or phone at any time but due to the nature of this customised service and the work involved You will not receive a refund of the service fee if the work has commenced.

6.8 The 30-day money-back guarantee that is offered for some other IONOS products is explicitly excluded for this service.

6.9 Cancelling the Premium Services has no effect on any other existing IONOS contracts. These contracts must be cancelled separately, according to the applicable Terms and conditions.

6.10 If applicable, You must provide the Personal Support Assistant with remote access in order for the service to be successfully carried out.

6.11 You must provide any technical equipment in order for the Service to be carried out (e.g. DSL connection, internet connection, and modem).

6.12 You may be required to provide access to Your IONOS products and accept that some changes to Your products may be required, in order for the service to be completed.

6.13 You are required to fully cooperate with Us in order for the Services to be completed successfully.

6.14 You will be asked to provide files and information ("Content") for the setup of Your services. You shall submit all Content required in electronic file format by e-mail (including but not limited to Word, jpeg, gif). Content must not be illegal/offensive in nature, and You must be the owner, or have the relevant permission from the copyright holder if using third party materials.

6.15 Content and materials provided by You (for example images and logos) should be of good quality and suitably sized for their intended use. You must not provide content or materials for which You are not the copyright holder, or for which You do not have the permission of the copyright holder to use (excluding open source content and materials).

6.16 It is a requirement of these Terms that You retain a current back-up of any such Content. Any Content will be deleted by Us after the service has been performed and will not be returned to You.

6.17 You may be required to choose passwords for the Service to be performed. You must appropriately update passwords after the Service has been completed.

6.18 You will be notified by Us when Your Service has been completed.

6.19 Prior to Us providing the additional services, You must retain a backup of all Your data and confirm to Us that this has been done.

6.20 Use of these Services means that You agree to abide by both the service specific terms and the IONOS General Terms and Conditions.

6.21 We provide Our Services 'as is' and 'as available'. We do not warrant that Your use of the Services will be uninterrupted or error-free, or that the Services will meet Your requirements.

6.22 By ordering a Premium Service, you consent to IONOS agents accessing your webspace and any data that's stored there.

7. 30 DAY MONEY BACK GUARANTEE

7.1 Money Back Guarantee claims must be received within 30 days of the initial order being placed. This must be done by contacting the cancellation team.

7.2 In order to qualify for the Guarantee, any request for cancellation must include the following information; Full name of account holder, IONOS account number, email address, telephone number and reason for cancellation.

7.2 The 30 Day Money Back Guarantee applies to new MyWebsite, Hosting, Server, Mail and eShop, and Online Marketing packages including Local Business Listing (List Local), Google Ads Management Service, Search Engine Optimisation Tool (rankingCoach) and Email Marketing Software and is limited to the Your initial purchase, and any additional or optional Services or features added from the Control Panel by You.

7.3 The 30 Day Money Back Guarantee does not apply to any domain packages, new orders of additional domains added from the Control Panel by You, any IONOS website and e-commerce design service, IONOS Dynamic Cloud Server performance features on top of the minimum configuration, and IONOS Cloud Ltd. Search Engine Marketing packages.

7.4 The 30 Day Money Back Guarantee does not apply to any third party budgets that have been spent up to the point of the Money Back Guarantee claim. This includes but is not limited to ad budgets spent in the course of the following products: Local Business Listing (List Local), Search Engine Optimisation Tool (rankingCoach) and Google Ads Management Service.

7.5 You agree that if any other Services are attached to Your contract that you wish to cancel, these will also be cancelled.

7.6 The 30 Day Money Back Guarantee does not apply to certain offers and promotions including, but not limited to, packages ordered with the software bundle and Best Buy campaigns which usually come with Minimum Term Contracts. We recommend that You check the Terms & Conditions applicable to the offer before placing an order.

7.7 The 30 Day Money Back Guarantee is not available where you have breached any part of these General Terms & Conditions including but not limited to an account that has been suspended or terminated as a result of such breach.

8. Refunds

8.1 All fees are payable in advance and are non-refundable.

8.2 If We choose to cancel the Services We provide to You for any reason other than a breach of the terms of this Agreement by You, We will refund You on a pro rata basis.

8.3 In the event that Services are suspended temporarily or that any features, applications, scripts or programs are deactivated in order to ensure the stable operation and integrity of the Services You will not be entitled to a refund.

9. Pricing, Payments and Change of Services

9.1 Payment in respect of all Services is on demand.

9.2 We will automatically generate an invoice in respect of the next period unless the Services have been cancelled in accordance with clause 4 above. All invoices are delivered electronically to You via email and are available via the Customer Control Panel at https://my.ionos.co.uk. You are responsible for checking receipt of all invoices. No hard copy invoices will be sent by post.

9.3 Payment will be taken automatically following delivery of Your invoice and will be non-refundable. In the event that any automatic payment should fail, the invoice will be considered overdue and immediately payable.

9.4 We reserve the right to change the prices and/or nature of our Services by giving You 30 days written notice of those changes. Notice of changes to prices and/or Services will be given by email to the email address we hold for your account. Any price change will take effect automatically upon a renew al of the Agreement.

9.5 All payments must be made in UK pounds sterling, inclusive of applicable taxes. Payments can only be made by a valid Credit/Debit Card, Direct Debit or through PayPal.

9.6 You warrant that You are authorised to use Your chosen method of payment. If You are not the named cardholder, You acknowledge that You and the named cardholder both agree to be bound by the terms of this Agreement and are jointly and severally liable for all payments under this Agreement. You agree to indemnify and hold Us harmless in the event that the cardholder or issuer declines any payments to Us including all of our costs in administering your non-payment and obtaining the payment due to Us by You.

9.7 We reserve the right to suspend all Services until payment is received in full and all outstanding charges are cleared. Any non-payment of a recurring invoice may be subject to an administration charge. You are responsible for all money owed to Us under the terms of this Agreement until it is terminated. You are also responsible for any additional costs incurred by Us in taking steps to recover any sums due by You.

9.8 You will pay any Additional Charges as may be required from time to time by Us for reactivation of the Services due to disconnection.

9.9 You are required to provide Us with valid contact details and a valid payment method at all times during the term of this Agreement. If any of this information is found to be invalid, we reserve the right to suspend access to your account.

9.10 If your chosen payment method is cancelled or changed for any reason then You must notify Us immediately and provide Us with details of an alternative payment method.

9.11 Payments processed by third parties are also subject to those third parties' terms and conditions of service and We make no representations and provide no warranties with respect to those third party services.

9.12 You shall not be entitled to set off a credit against any amount owed to Us pursuant to the Agreement.

9.13 If You fail to pay all sums due to Us, We reserve the right to interrupt, suspend or cancel your Services (from day 7 after the payment's due date). Such action is without prejudice to Our right to recover any and all outstanding sums from You and Your obligation to pay the same to Us.

9.14 We reserve the right to pass your debt onto a third party debt recovery agent and You accept all liability for the recovery of our costs from You

10. Chargebacks

If You withdraw any payments made via a bank, credit card or third party payment method (a "chargeback"), We reserve the right to interrupt, suspend or cancel Your Services and/or charge a fee. Such action is without prejudice to Our right to recover any and all outstanding sums from You and your obligation to pay the same to Us.

11. Third Party Users

11.1 All Services provided by Us to You are intended for Your use only. You agree that any decision to resell, store or giveaway any of the Services to third parties is undertaken on the basis that You accept sole responsibility for ensuring compliance with this Agreement and the terms and conditions relevant to any chosen Services by third parties. You agree to indemnify and hold Us harmless against any losses caused or damage suffered as a result of a breach by any third parties.

11.2 We accept no liability to You or any third parties for losses arising from third party use of Your Services as set out above.

12. Usage

Where a Service is not provided with unlimited usage as standard, you will be liable to pay any charges incurred by exceeding the agreed data use limits in relation to those Services. Any additional charges will be at the rate set out in your original package.

13. Data

13.1 All data created or stored by You within our applications and servers are Your property. We make no claim of ownership of any web server content, email content, or any other type of data contained within Your server space or within applications on servers owned by Us.

13.2 You are responsible for ensuring that you maintain adequate and up to date back up copies of all of Your data that You upload onto Our servers or build through Our tools. This should include, but not limited to all written content, images, photographs and screenshots of Your data.

13.3 In the event of loss of or damage to Your data arising out of Your actions or actions undertaken on your behalf, We will not provide You with access to any data stored by Us for archiving or backup procedures except at our sole discretion.

13.3 In the event of loss of or damage to Your data, howsoever caused, We, in no circumstances, will be liable to recover Your data. We will not provide You with access to any data stored by Us for the purposes of Our own platform stability and business continuity.

13.4 In the event of loss of or damage to Your data relating to a failure in our systems or servers, We will make reasonable commercial efforts to assist You with restoring Your data. Notwithstanding this, however, You accept full responsibility for maintaining adequate backup copies of all Your data.

13.5 To the extent that We access or hold personal data which is submitted by you for use with the Services, the terms of the Our Data Processing Agreement, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms.

13.6 6 You shall indemnify Us and hold Us harmless against all damages, losses and expenses arising out of a third party claim of intellectual property infringement in respect of Your content or data.

14. Passwords

14.1 It is your responsibility to keep all passwords safe, to ensure they are secure (with reference to accepted best practices) and to change passwords regularly. We are not responsible for any data losses or security compromises arising as a result of compromised passwords or as a result of You giving a third party access to your password.

14.2 You are responsible for any and all actions arising out of the use of your account password.

15. Your personal details

15.1 You warrant that the contact information You provide to Us is correct, and that You will update this information immediately, as required from time to time. You agree that We may suspend access to your account and the Services if we reasonably believe that the information You have supplied is inaccurate.

15.2 You accept that if Your account is paid for by another party, who has agreed to be bound by the terms of this Agreement that party and who has access to Your account password, We may discuss your account with that party and take instructions from them in relation to the account.

15.3 We reserve the right to email You with information about product offerings We believe may be of interest to You from time to time. You may unsubscribe from marketing communications at any time.

16. Disclaimers and Warranties

16.1 You agree that you use Our services at Your own risk.

16.2 The Services are provided on an "as is" and "as available" basis. We do not warrant or represent that any Services will be uninterrupted or error-free. You accept that all Services are provided warranty-free.

16.3 IONOS, its Directors, Officers, employees, agents and any associated third party service providers disclaim all warranties of any kind. Whether express or implied, including fitness for purpose and satisfactory quality and those relating to the exercise of reasonable care and skill are hereby excluded in relation to the Services to the fullest extent permitted by law.

17. Liability

17.1 We shall not be liable for any loss or damage of any nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by You or on Your behalf.

17.2 We will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You 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.

17.3 No matter how many claims are made and whatever the basis of such claims, our maximum aggregate liability to You 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 or in any other way and whether or not caused by negligence or misrepresentationshall not exceed a sum equal to the fees paid by You for the specific Services in relation to which Your claim arises during the 6 month period prior to

such claim.

17.4 Nothing in this Agreement shall operate to exclude or limit our liability for: 18.4.1 death or personal injury caused by our negligence;

- any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
- fraud; or
- any other liability which cannot be excluded or limited under applicable law.

17.5 Neither party shall be liable to the other under or in connection with this Agreement or any collateral contract for any:

- loss of revenue;
- loss of actual or anticipated profits;
- loss of contracts;
- loss of business;
- loss of opportunity;
- loss of goodwill;
- loss of reputation;
- loss of, damage to or corruption of data; or
- any indirect or consequential loss, however arising regardless of whether such loss or damage w as foreseeable or in our mutual contemplation and whether arising in or caused by breach of contract, tort, breach of statutory duty or otherwise.

18. Force Majeure

We shall not be responsible for any failure to provide any Services or perform any obligation under this Agreement because of any act of God, strike, lock-outs or other industrial disputes (whether our employees or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond our reasonable control.

19. Non-Waiver

Our failure to require You to perform any of your obligations under this Agreement shall not affect Our right to require such performance at any time in the future and nor shall the waiver by Us of a breach of any provision be taken or held to be a waiver of the provision.

20. Survival

The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable notwithstanding termination of the Agreement for any reason. However, neither We nor You shall be liable to one another for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

21. Notice

You agree that any notice or communications required or permitted to be delivered under this Agreement by Us to You shall be deemed to have been given if delivered by email, in accordance with the contact information You have provided.

This document is available online at the following address:
https://www.ionos.co.uk/terms-gtc/terms-and-conditions/

IONOS Mobile App

- PRIVACY POLICY
- ABOUT
- HELP CENTER
- COMMUNITY