

Terms and Conditions of Novalink Networks Ltd.

1. Definitions

1.1 Terms and Conditions: The present terms and conditions, regardless of the format in which they are presented.

1.2 Novalink Networks Ltd.: Novalink Networks Ltd. registered at 27 Old Gloucester Street, London, WC1N 3AX, United Kingdom under company number 14943018.

1.3 Intellectual Property Rights: This refers to rights on the results of human ingenuity, including but not limited to patent rights, design rights, copyrights, trademark rights, trade name rights, and rights to protect topographies or semiconductor chips.

1.4 Client: The party to whom an offer from Novalink Networks Ltd. is directed, who has entered into an agreement with Novalink Networks Ltd., or for whom the legal transaction is/was performed, based on which Products or Services are delivered to this party.

1.5 Products: All tangible goods that are the subject of any offer, agreement, or other legal actions in the relationship between Novalink Networks Ltd. and the Client.

1.6 Services: All work and other activities that are the subject of any offer, agreement, or other legal actions in the relationship between Novalink Networks Ltd. and the Client.

1.7 Agreement: Any mutual acceptance, confirmed in writing, regarding the Services of Novalink Networks Ltd., including electronically placed orders.

1.8 In Writing: In these terms, "in writing" refers to correspondence via letter, or email.

2. Intellectual Property

2.1 The use of the information on the websites (novalinknet.com) is free as long as you do not copy, distribute, or otherwise misuse the information. Reuse is only permitted under the conditions set out by statutory law.

2.2 Without explicit written permission from Novalink Networks Ltd., it is not allowed to reuse text, images, or other materials from these websites. Intellectual property rights are held by Novalink Networks Ltd.

3. Information Accuracy

3.1 Novalink Networks Ltd. strives to keep its website as up-to-date as possible. Despite these efforts, if the information or content on this website is incomplete or incorrect, Novalink Networks Ltd. cannot accept liability for this.

3.2 The information and/or products on this website are offered without any form of warranty or claim to accuracy. Novalink Networks Ltd. reserves the right to modify, remove, or repost these materials without prior notice.

3.3 Novalink Networks Ltd. accepts no liability for any information contained on websites to which it provides hyperlinks.

4. Liability of Novalink Networks Ltd.

4.1 Novalink Networks Ltd. is expressly not liable for indirect damages, consequential damages, loss of profit, missed savings, damages due to business interruption, loss or damage of any data of the Client that occurred during maintenance or a malfunction. The Client indemnifies Novalink Networks Ltd. from any liability in this regard.

4.2 Novalink Networks Ltd. is never liable for damages caused by force majeure.

4.3 The Client indemnifies Novalink Networks Ltd. against all third-party claims for liability due to a defect in the Service provided by the Client to a third party, which also consisted of items, materials, or results delivered by Novalink Networks Ltd.

4.4 Novalink Networks Ltd. reserves the right to take a service offline if illegal activities are suspected.

4.5 Novalink Networks Ltd. is only obliged to fulfil any obligation if it is not hindered by force majeure. Force majeure includes, but is not limited to, war (or the threat thereof), riots, strikes, fire, water damage, flooding, atmospheric conditions, long-term power outages, adjustments or maintenance to the telecommunications and/or electricity network of others, cable breaks, attacks on a network/server, including DDoS and DoS attacks, failures in networks important to Novalink Networks Ltd., failures in communication connections including telecommunications connections, or obstruction or refusal/delay in performance by suppliers on whom Novalink Networks Ltd. depends.

5. Service-Specific Terms

5.1 Domains

5.1.1 Novalink Networks Ltd. only acts as an intermediary when registering a domain name for the Client and will submit the application for the relevant domain to the responsible authority. If the authority does not honor the application, Novalink Networks Ltd. cannot be held liable for this.

5.1.2 If a requested domain name is no longer available at the time Novalink Networks Ltd. submits the application to the relevant authority, even though it was available when the Client submitted the application to Novalink Networks Ltd., Novalink Networks Ltd. cannot be held liable for the inability to register a domain name.

5.1.3 The registration of the domain name takes place in the name of the Client. The Client is fully responsible for the use of the domain and the domain name. The Client indemnifies Novalink Networks Ltd. against any third-party claims in connection with the registration and use of the domain name.

5.1.4 The transfer of a domain name requested by the Client can only take place if the Client has ownership of it. A fee is charged per request for the transfer; if the request for transfer contradicts the conditions of the competent authority, the domain will not be registered, and no subscription or other fees will be refunded for the transfer.

5.1.5 The registration of domain names is done according to the regulations of the relevant responsible parties for domain name registration (such as ICANN). The Client has acknowledged and accepted these general terms and conditions for domain name registration, available on the website of the domain registry, and Novalink Networks Ltd. has informed the Client about these general terms and conditions.

6. Client's Obligations

6.1 The Client is obligated to use the service in compliance with applicable UK laws and any relevant regulations.

6.2 The Client is required to use the provided service in such a way that it does not hinder the operation of Novalink Networks Ltd.'s servers or the delivery of the service to other Clients.

6.3 The Client must complete and submit the registration forms provided by Novalink Networks Ltd. accurately and completely. Incorrect or incomplete registration forms will not be processed.

6.4 If Novalink Networks Ltd. finds data on the Client's leased space that is in violation of these Terms and Conditions, Novalink Networks Ltd. reserves the right to remove it without any consultation and inform the relevant authorities.

6.5 Novalink Networks Ltd. reserves the right to deny the Client access to the service if the Client violates the preceding and subsequent articles of these Terms and Conditions.

6.6 Novalink Networks Ltd. shall never be obliged to pay any compensation for denying access to the service under this Article. The Client indemnifies Novalink Networks Ltd. from all third-party claims in view of this article.

6.7 It is not permitted to store large amounts of data on the server that can be downloaded or retrieved for free. The service is not intended to function as an external hard drive for data storage or backups in formats such as zip, mp3, jpg, etc., but rather as presentation or sales space for businesses or private individuals.

6.8 We have not set a limit for the following services: MySQL Databases, Email addresses (pop-accounts), and subdomains. This does not mean that you can create them indefinitely. If we notice abuse of this option, we will kindly ask the Client to adhere to a reasonable ratio to the web hosting package and may consider setting a limit.

6.9 The Client shall only use the Service in accordance with the rules, instructions, and restrictions imposed by Novalink Networks Ltd. The Client shall never infringe on the privacy of others, make discriminatory statements about others, or harm public order. In particular, the Client shall not:

Infringe on the intellectual property rights of third parties;

Distribute unlawful and/or criminal data;

Engage in any activity that is illegal under UK, EU, or other relevant laws;

Attempt to gain unauthorized access to computer systems, including Novalink Networks Ltd.'s servers;

Engage in spamming, which includes sending unsolicited large volumes of email with the same content.

7. Miscellaneous

7.1 Novalink Networks Ltd. is entitled to suspend the service if it is used for illegal activities.

7.2 Novalink Networks Ltd. reserves the right to disable access to the ticket system if the Client sends disrespectful or hateful messages or abuses the system.

8. Fees, Payment, Suspension, Reservation of Rights, and Other Provisions

8.1 These Terms and Conditions apply to the services that Novalink Networks Ltd. offers to its clients. You cannot waive, modify, or replace these Terms and Conditions. If other conditions apply, they will be stated in writing by Novalink Networks Ltd.

8.2 In case of conflict between the Agreement and the Terms and Conditions, the provisions of the Agreement shall prevail.

8.3 Novalink Networks Ltd. reserves the right to change these Terms and Conditions at any time. Changes will be communicated electronically (by email) to the Client and will take effect one month after the notification unless otherwise stated. If the Client does not agree with the changes, Novalink Networks Ltd. reserves the right to terminate the services upon the commencement of the new Terms and Conditions without any refund of fees.

8.4 The Agreement is concluded when the prospective Client places an order with Novalink Networks Ltd. and agrees to the Terms and Conditions. If the prospective Client does not agree to the Terms and Conditions, the order cannot be processed.

8.5 Delivery times provided by Novalink Networks Ltd. are for information only and are not binding. Delays in order execution can never lead to compensation or cancellation of the Agreement.

8.6 The Agreement for managed hosting is entered into for an indefinite period, with a minimum of three (3) months. If other terms and conditions apply, they will be stated in writing by Novalink Networks Ltd.

8.7 The Agreement for maintenance contracts, support contracts, colocation, network services, and VoIP services is entered into for an indefinite period, with a minimum of one (1) month. If other terms and conditions apply, they will be stated in writing by Novalink Networks Ltd.

8.8 The Agreement for web hosting is entered into for an indefinite period, with a minimum of one (1) month. If other terms and conditions apply, they will be stated in writing by Novalink Networks Ltd.

8.9 The Agreement for other services (subject to product-specific conditions) is entered into for an indefinite period, with a minimum of one (1) month. If other terms and conditions apply, they will be stated in writing by Novalink Networks Ltd.

8.10 The Client may terminate the Agreement prematurely.

8.11 The duration of an Agreement for domain name registration depends on the requested extension.

8.12 An Agreement for maintenance contracts, support contracts, colocation, network services, and VoIP services will be tacitly renewed for the same period after the expiry of the agreed period unless one of the parties terminates the Agreement by email or letter at least six (1) month before the expiry of the agreed period.

8.13 An Agreement for web hosting, managed hosting will be tacitly renewed for the same period after the expiry of the agreed period, unless one of the parties terminates the Agreement by email or letter at least three (3) months before the expiry of the agreed period.

8.14 An Agreement for other services (subject to product-specific conditions) will be tacitly renewed for the same period after the expiry of the agreed period, unless one of the parties terminates the Agreement by email or letter at least thirty-one (31) days before the expiry of the agreed period.

8.15 The fee payable by the Client is based on the rate stated in the Agreement. All rates are exclusive of VAT and any other government-imposed levies.

8.16 Novalink Networks Ltd. reserves the right to change rates during the term and will notify the Client of this at least thirty-one (31) days in advance. If the Client does not wish to accept a rate change, they can terminate the first agreement in which these new rates apply. This is in accordance with the general terms and conditions 8.12-8.13-8.14.

8.17 Payment Terms: All invoices must be paid by the Client within 14 days of the invoice date, unless otherwise specified in the Agreement. Payment must be made in full, and any dispute regarding an invoice must be raised within 5 days of the invoice date, after which the invoice is deemed accepted.

8.18 Late Payment Penalties: If the Client fails to pay the invoice within the stipulated 14-day period, the Client will automatically be in default without the need for a formal notice. From the 15th day onward, the Client will incur late payment interest at a rate of 12% per annum on the outstanding amount. Additionally, a fixed late fee of £50 will be charged, with an additional £10 per week for each week the payment remains outstanding beyond the initial due date.

8.19 Debt Recovery Costs: Should the Client fail to settle the outstanding amount within 30 days, Novalink Networks Ltd. reserves the right to hand over the debt to a third-party collection agency. The Client will then be responsible for all recovery costs, including legal fees, plus an additional 15% of the outstanding amount as an administrative charge.

8.20 Suspension of Services: If the Client fails to make payment after 30 days from the due date, Novalink Networks Ltd. reserves the right to suspend all services provided to the Client, including access to any stored data or ongoing services. This suspension will not relieve the Client of their obligation to pay the outstanding amounts.

8.21 If payments are not made, Novalink Networks Ltd. is entitled to terminate the Agreement unilaterally. Novalink Networks Ltd. cannot be held liable for any lost income of the Client. Novalink Networks Ltd. is entitled to delete all virtual properties immediately; Novalink Networks Ltd. cannot be held liable for the loss of any data and/or email.

8.22 If the Client does not pay the full amount within the specified period, the Agreement will be terminated immediately, and the rules mentioned in Article 8.21 will apply.

8.23 All materials delivered to the Client, both digital and physical, remain the property of Novalink Networks Ltd. until all amounts due to Novalink Networks Ltd. are paid in full, including the costs mentioned in Articles 8.13 and 8.14.

8.24 Rights are always granted to the Client under the condition that the Client pays the applicable fees timely and in full, including the costs of Articles 8.18, 8.19, and 8.20.

8.25 Any complaint concerning delivery, of any nature, must be communicated by the Client within 8 working days of the delivery of the goods or the start date of the service provision to Novalink Networks Ltd. by registered letter or email. Any complaints regarding delivery or performance cannot be used as a pretext to suspend or delay the payment of invoices. The lack of written protest of an invoice within 8 working days from its dispatch constitutes the irrevocable acceptance of the invoice and the amounts, products, and services stated therein.

8.26 Novalink Networks Ltd. will make every effort to ensure the availability and usability of the Service is as high as possible. Novalink Networks Ltd. will resolve any disruptions as quickly as possible.

8.27 Novalink Networks Ltd. cannot guarantee that all services provided will always be available to the Client and/or third parties.

8.28 Novalink Networks Ltd. is not liable for the loss, exchange, or damage of data due to the use of the Service, including messages sent via Novalink Networks Ltd.'s servers.

8.29 The Client will not be able to use the provided Services during times when Novalink Networks Ltd. performs maintenance on the necessary equipment. The Client will be informed in advance about the maintenance. Novalink Networks Ltd. will try to schedule this maintenance at times when the Client experiences the least inconvenience, but this cannot be guaranteed. Novalink Networks Ltd. cannot be held responsible for lost income of the Client during maintenance times.

8.30 Novalink Networks Ltd. is entitled to adapt its equipment and services in view of maintaining and/or improving the quality and/or security of the service. This includes opening hours and the software composition of Novalink Networks Ltd.'s servers.

9. General Information & Amendments to the Terms and Conditions

9.1 Right of Withdrawal: Under the UK's Consumer Contracts Regulations, individual (non-business) Clients have the right to cancel a contract for goods or services within 14 days without giving any reason. This right, however, does not apply to specific services as detailed below.

9.2 Exceptions to Right of Withdrawal: The following services provided by Novalink Networks Ltd. are exceptions to the right of withdrawal:

Virtual Private Server (VPS) Services: Once a VPS service is ordered and activated, the service is automatically provisioned and cannot be cancelled. The Client expressly agrees to waive their right of withdrawal for VPS services upon activation, understanding that the service will be provided immediately after the order and payment are processed.

Domain Name Registrations: Once a domain name is registered, it cannot be cancelled or refunded due to the nature of the service, which is non-reversible and linked to specific domain registries.

Custom Services and Packages: Any service or package that is customized to the Client's specifications is not eligible for cancellation once the work has commenced.

9.3 Acknowledgment of Waiver: By accepting these Terms and Conditions, the Client acknowledges and agrees to waive their right of withdrawal for the above services. This waiver is deemed accepted upon activation of the service and is legally binding.

9.4 Cancellation Process: For services that do qualify for cancellation under the right of withdrawal, the Client must notify Novalink Networks Ltd. within the 14-day period through the official contact form. Novalink Networks Ltd. will

confirm the cancellation within 24 hours, and any applicable refunds will be processed within 14 days of confirmation, subject to any deductions for service usage during that period.

9.5 Business Clients: Business Clients are not entitled to the right of withdrawal under the UK's Consumer Contracts Regulations. All orders placed by business entities are final and non-cancellable, reflecting the commercial nature of the transactions.

9.6 All rights, obligations, offers, orders, and agreements to which these conditions apply, as well as these conditions themselves, are governed by English law. In case of dispute or recovery through legal proceedings, the courts of London shall have exclusive jurisdiction.

9.7 The Terms and Conditions are listed on the website of Novalink Networks Ltd. and can be downloaded from there. They will also be sent free of charge by email upon request. If these terms and conditions change, the most recent version of Novalink Networks Ltd.'s disclaimer will be found on this page.

9.8 Confidentiality: The provisions in agreements (including but not limited to prices) concluded between Novalink Networks Ltd. & Client are confidential. Neither party may disclose this information without the consent of the other, unless required by law or a governmental authority. This obligation remains in effect for 3 years after the termination of this agreement.

Last Modified: 13/08/2024 (DD/MM/YYYY)

Effective From: 13/08/2024 (DD/MM/YYYY)