

# NETHOLD LIMITED

## TERMS OF SERVICE

Managed Domain & Web Security Services

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Version: 1.0

Effective Date: 13 April 2026

Company No: 17153341

Registered in England & Wales

Contact: [legal@nethold.co.uk](mailto:legal@nethold.co.uk) | [www.nethold.co.uk](http://www.nethold.co.uk)

## PRELIMINARY NOTICE

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING NETHOLD SERVICES. BY SUBSCRIBING TO, ACCESSING, OR USING ANY NETHOLD SERVICE YOU CONFIRM THAT YOU ACCEPT THESE TERMS AND THAT YOU AGREE TO COMPLY WITH THEM. IF YOU DO NOT AGREE, YOU MUST NOT USE OUR SERVICES.**

These Terms of Service ('Terms') constitute a legally binding agreement between you (the 'Customer') and NETHOLD LIMITED ('NETHOLD', 'we', 'us', or 'our'), a company registered in England and Wales. These Terms apply to all subscription plans offered by NETHOLD and govern your access to and use of NETHOLD's managed domain hosting, DNS management, and web security services ('Services').

Where you are a consumer (a natural person acting for purposes outside your trade, business, craft, or profession), additional consumer protections apply as set out in Section 4 and throughout these Terms.

## SECTION 1 — KEY TERMS SUMMARY

**DMCC ACT 2024 — REQUIRED DISCLOSURE:** This summary is provided in compliance with the Digital Markets, Competition and Consumers Act 2024. It sets out the key terms of your subscription in plain language. This summary does not replace the full Terms below, which govern your agreement with NETHOLD. Where there is any conflict, the full Terms prevail.

Term	Summary
<b>Provider</b>	NETHOLD LIMITED, a company registered in England and Wales. Contact: <a href="mailto:legal@nethold.co.uk">legal@nethold.co.uk</a>   <a href="http://www.nethold.co.uk">www.nethold.co.uk</a>
<b>Services</b>	Managed domain hosting, DNS management (including DNSSEC), and web security (including Web Application Firewall / OWASP protection depending on plan). Full details in Section 2.
<b>Subscription Plans</b>	Core (£5/month)   Plus (£9/month)   Pro (£29/month). Prices include VAT where applicable. Full Pricing Schedule at <a href="http://www.nethold.co.uk/pricing">www.nethold.co.uk/pricing</a> .
<b>Contract Length</b>	12 months minimum from the date your subscription commences ('Initial Term'). After the Initial Term, your subscription automatically renews on a rolling 12-month basis unless cancelled in accordance with Section 6.
<b>Auto-Renewal</b>	YOUR SUBSCRIPTION WILL AUTO-RENEW. We will send you a written renewal notice at least 30 days before the end of your current term by email. You must cancel before that renewal date to avoid being charged for the next term. See Section 6.4 for cancellation instructions.

<b>Payment Method</b>	Monthly Direct Debit collected via GoCardless (Bacs Direct Debit). By subscribing you authorise NETHOLD to collect your monthly fee. See Section 3 for full payment terms.
<b>Cancellation</b>	During the Initial Term: You may cancel but remain liable for fees for the remainder of the term unless NETHOLD is in material breach. After the Initial Term: Cancel with 30 days' written notice before the renewal date by emailing <a href="mailto:cancellations@nethold.co.uk">cancellations@nethold.co.uk</a> . Consumer cooling-off: 14-day right to cancel from the day you subscribe (see Section 4). All cancellation requests must be submitted by email to: <a href="mailto:cancellations@nethold.co.uk">cancellations@nethold.co.uk</a>
<b>Liability Cap</b>	NETHOLD's total liability to you in any 12-month period is capped at 125% of the fees you paid in the 12 months preceding the claim. We exclude liability for loss of profit and loss of data (except where excluded by law). We never limit liability for death, personal injury caused by negligence, or fraud.
<b>Governing Law</b>	Laws of England and Wales. Disputes resolved in the courts of England and Wales.
<b>Consumer Rights</b>	If you are a consumer, your statutory rights under UK consumer law are not affected by these Terms. You have a 14-day cooling-off period. See Section 4.

## DEFINITIONS & INTERPRETATION

In these Terms, the following definitions apply:

- **"Agreement"** means these Terms of Service together with the Pricing Schedule and any Order Confirmation, all of which form the legally binding contract between you and NETHOLD.
- **"Bacs"** means Bankers' Automated Clearing Services, the UK payment scheme for Direct Debit collections.
- **"Business Customer"** means a Customer that is a sole trader, partnership, limited liability partnership, company, or other legal entity entering into the Agreement in the course of its trade, business, craft, or profession.
- **"Commencement Date"** means the date on which NETHOLD confirms your subscription in writing (email confirmation constitutes written confirmation).
- **"Consumer"** means a natural person who enters into the Agreement wholly or mainly for purposes outside their trade, business, craft, or profession, as defined in the Consumer Rights Act 2015 and the Digital Markets, Competition and Consumers Act 2024.
- **"Customer"** means the individual, sole trader, or legal entity that subscribes to and uses the Services, identified in the Order Confirmation.
- **"Direct Debit Mandate"** means the instruction you give to your bank authorising NETHOLD (via GoCardless) to collect Direct Debit payments from your bank account.

- **"DMCC Act"** means the Digital Markets, Competition and Consumers Act 2024.
- **"GoCardless"** means GoCardless Ltd (company no. 07495895), the authorised payment service provider used by NETHOLD to collect Direct Debit payments via Bacs.
- **"Initial Term"** means the first 12-month period of your subscription commencing on the Commencement Date.
- **"Intellectual Property Rights"** means all patents, copyright, design rights, trade marks, service marks, trade secrets, know-how, database rights, domain names, and all other intellectual property rights, whether registered or unregistered.
- **"Order Confirmation"** means the written confirmation issued by NETHOLD confirming the subscription plan, fees, and Commencement Date.
- **"Renewal Term"** means each successive 12-month period following the expiry of the Initial Term, unless the Agreement is terminated in accordance with Section 6.
- **"Services"** means the managed domain hosting, DNS management, DNSSEC, email authentication configuration, SSL/TLS management, and (on the Pro plan) Web Application Firewall and OWASP security services, as described in Section 2.
- **"Service Disruption"** means any unplanned or unscheduled interruption to the availability of the Services.
- **"Subscription Fee"** means the monthly fee payable by the Customer for the selected subscription plan as set out in the Order Confirmation and current Pricing Schedule.

## SECTION 2 — SERVICE PROVISIONS

### 2.1 Scope of Services

NETHOLD provides the following managed services depending on your subscription plan:

- Core Plan (£5/month): Domain registration and hosting via Cloudflare Registrar; DNS management and DNSSEC activation; monthly DNS health check; email support during UK business hours (Monday–Friday, 09:00–17:30).
- Plus Plan (£9/month): All Core Plan services, plus: email authentication configuration (SPF, DKIM, DMARC setup and monitoring); SSL/TLS certificate management; priority email support with 4-hour response target.
- Pro Plan (£29/month): All Plus Plan services, plus: Cloudflare Web Application Firewall (WAF) deployment; OWASP Top 10 rule-set activation and management; security event monitoring and quarterly security reports; priority support with 2-hour response target.

### 2.2 Domain Management

Where NETHOLD manages domain registration on your behalf:

1. NETHOLD will register and renew domains via Cloudflare Registrar on your instruction. All domains are registered in your name and you remain the legal registrant.
2. Domain registration and renewal costs are not included within the Subscription Fee. All domain registration and renewal charges are passed through to the Customer at cost (at Cloudflare Registrar's prevailing rates at the time of registration or renewal) and will be invoiced separately or collected as an additional line item via Direct Debit. NETHOLD will notify the Customer of the applicable domain cost before registration or renewal. The Customer acknowledges that domain costs vary materially by TLD (for example, a .com domain may cost approximately £8–£10 per year, whilst a .ai domain may cost £60 or

more per year), and accepts that the Subscription Fee covers management services only, not domain registration or renewal fees. Additional domain registrations outside the primary managed domain are also charged at cost-plus as detailed in the Pricing Schedule.

3. NETHOLD will give you no less than 60 days' written notice prior to any domain expiry. You are responsible for ensuring NETHOLD holds accurate contact details to deliver such notices.
4. On termination of the Agreement, NETHOLD will assist with the transfer of your domain(s) to a registrar of your choice within 14 days of termination, provided all outstanding fees have been settled.

### 2.3 DNS & DNSSEC

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NETHOLD will manage your DNS records as instructed and will maintain DNSSEC activation where enabled. NETHOLD is not liable for disruptions arising from incorrect DNS records supplied by the Customer or from propagation delays inherent to the domain name system infrastructure.

### 2.4 Security Services (Pro Plan)

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Where the Pro Plan is selected, NETHOLD will configure and maintain:

- Cloudflare WAF with OWASP Core Rule Set (CRS) configured at an appropriate sensitivity level;
- Monitoring of security events with email alerts for critical incidents;
- A quarterly security report summarising WAF activity, blocked threats, and recommendations.

NETHOLD does not guarantee that the WAF or OWASP rule-set will prevent all security incidents, cyberattacks, or data breaches. Security services are provided on a reasonable-endeavours basis and constitute an additional layer of protection, not an absolute guarantee of security.

### 2.5 Service Availability

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NETHOLD targets 99.9% monthly uptime for DNS resolution. Scheduled maintenance windows will be notified at least 48 hours in advance by email. Uptime is calculated excluding scheduled maintenance and force majeure events.

### 2.6 Service Changes

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NETHOLD reserves the right to modify, update, or discontinue any feature of the Services. Where a change is materially detrimental to the Customer:

5. NETHOLD will provide no less than 30 days' written notice of the change.
6. If you are a Consumer and the change is materially detrimental, you may terminate the Agreement without penalty within 30 days of receiving notice, and NETHOLD will refund any fees paid in advance for the unused period.
7. If you are a Business Customer, continued use of the Services after the effective date of the change constitutes acceptance.

## 2.7 Third-Party Infrastructure

The Services are delivered in part via third-party infrastructure, including Cloudflare, Inc. and GoCardless Ltd. NETHOLD is not liable for Service Disruptions caused by failures in third-party infrastructure that are outside NETHOLD's reasonable control, subject always to Section 5 and NETHOLD's obligations to use reasonable endeavours to mitigate disruptions.

## SECTION 3 — FEES & PAYMENT

### 3.1 Subscription Fees & Pricing

3.1.1 The Subscription Fee applicable to your chosen plan is as set out in the Order Confirmation and the current Pricing Schedule published at [www.nethold.co.uk/pricing](http://www.nethold.co.uk/pricing).

3.1.2 All fees are stated in pounds sterling (GBP). Where VAT is applicable, it will be charged at the prevailing rate and shown separately on your invoice.

3.1.3 NETHOLD may increase Subscription Fees at the start of any Renewal Term by giving no less than 30 days' prior written notice. If you do not accept the increase, you may cancel in accordance with Section 6 before the Renewal Term commences.

### 3.2 Direct Debit Mandate — GoCardless / Bacs

**DIRECT DEBIT MANDATE NOTICE: By completing the GoCardless Direct Debit setup at subscription sign-up, you are authorising NETHOLD LIMITED to instruct GoCardless Ltd to collect payments from your bank account via the Bacs Direct Debit scheme. This instruction is subject to the safeguards provided by the Direct Debit Guarantee set out at Clause 3.3 below.**

3.2.1 Payment Method. All Subscription Fees are collected monthly by Direct Debit via GoCardless. You must complete the Direct Debit Mandate setup during the subscription sign-up process. We are unable to activate your subscription until a valid mandate is in place.

3.2.2 Collection Date. Your first payment will be collected on or shortly after the Commencement Date. Subsequent monthly payments will be collected on the same calendar date each month ('Collection Date'). Where the Collection Date falls on a non-banking day, payment will be collected on the next available banking day.

3.2.3 Advance Notice. In accordance with Bacs scheme rules and your Direct Debit Guarantee rights, NETHOLD will notify you of each Direct Debit collection at least 3 business days before the Collection Date, unless we have agreed a shorter notice period with you at setup.

3.2.4 Mandate Responsibility. You are responsible for maintaining a valid Direct Debit Mandate throughout the term of the Agreement. You must notify NETHOLD at least 10 business days before a Collection Date if your bank account details change. NETHOLD accepts no liability for failed collections where you have cancelled the mandate or closed the relevant bank account without providing adequate notice.

3.2.5 GoCardless Terms. Payment processing is subject to GoCardless's own terms and conditions, available at [www.gocardless.com/legal](http://www.gocardless.com/legal). NETHOLD is not responsible for acts or omissions of GoCardless in its capacity as payment processor.

### 3.3 The Direct Debit Guarantee

#### THE DIRECT DEBIT GUARANTEE

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date, or frequency of your Direct Debit, NETHOLD LIMITED will notify you at least 3 working days in advance of your account being debited or as otherwise agreed. If you request NETHOLD LIMITED to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit by NETHOLD LIMITED or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you are not entitled to, you must pay it back when NETHOLD LIMITED asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify NETHOLD LIMITED by emailing [legal@nethold.co.uk](mailto:legal@nethold.co.uk).

### 3.4 Late Payment

3.4.1 If any Subscription Fee is not collected on the due Collection Date due to insufficient funds or an invalid mandate, NETHOLD will notify you within 3 business days and you must remedy the payment failure within 7 days.

3.4.2 Without prejudice to any other right or remedy, NETHOLD reserves the right to charge interest on overdue amounts at 8% per annum above the Bank of England base rate, accruing daily from the due date until the date of actual payment, as permitted under the Late Payment of Commercial Debts (Interest) Act 1998 in respect of Business Customers, and at a fair and reasonable rate in respect of Consumers.

3.4.3 NETHOLD reserves the right to suspend the Services if any payment failure remains unremedied for more than 14 days, giving 7 days' written notice before suspension.

### 3.5 Refunds

3.5.1 Subscription Fees paid are non-refundable except: (a) where a Consumer exercises their statutory cooling-off right under Section 4; (b) where NETHOLD terminates the Agreement without cause; (c) where required by applicable law; or (d) as expressly agreed in writing between the parties.

3.5.2 NETHOLD does not operate a pro-rata refund policy for mid-month cancellations after the cooling-off period.

## SECTION 4 — CONSUMER RIGHTS

**THIS SECTION APPLIES TO CONSUMERS ONLY. If you are a Business Customer (including a sole trader acting in the course of your business), this Section 4 does not apply to you, except where expressly stated.**

## 4.1 Statutory Cooling-Off Right — 14 Days

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4.1.1 If you are a Consumer, you have the right to cancel this Agreement without giving any reason within 14 calendar days of the Commencement Date ('Cooling-Off Period') in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the 'CCRs').

4.1.2 To exercise your right to cancel, you must inform us of your decision to cancel before the Cooling-Off Period expires. You may do so by:

- Emailing [cancellations@nethold.co.uk](mailto:cancellations@nethold.co.uk) with the subject line 'Notice of Cancellation — [your account email]'; or
- Sending written notice to NETHOLD LIMITED at our registered address.
- Sending written notice to NETHOLD LIMITED at our registered address.

4.1.3 You may use the model cancellation form set out in Schedule 1 to these Terms, although use of that form is not mandatory.

4.1.4 Commencement of Services During the Cooling-Off Period. If you request that NETHOLD commence the Services before the end of the Cooling-Off Period (which NETHOLD may do at your explicit request, confirmed in the subscription sign-up process), you acknowledge that:

- You will lose your right to cancel without charge if the Services are fully performed within the 14-day Cooling-Off Period; and
- If you cancel after Services have commenced but before the end of the Cooling-Off Period, you will be liable to pay NETHOLD a proportionate amount for the Services supplied up to the point of cancellation.

## 4.2 Effect of Cancellation Within Cooling-Off Period

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If you cancel within the Cooling-Off Period and no Services (or only partial Services) have been delivered, NETHOLD will refund all amounts paid by you within 14 days of receiving your cancellation notice, using the same payment method as the original transaction unless you have expressly agreed otherwise.

## 4.3 Digital Services — Confirmation of Consumer Acknowledgements

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By proceeding with your subscription, you confirm that:

8. You have been provided with the required pre-contract information as required by the CCRs;
9. You consent to NETHOLD commencing supply of the digital services before the end of the Cooling-Off Period (where applicable); and
10. You acknowledge that your right of cancellation will be lost once the digital services are fully performed, if performance has begun with your prior express consent.

## 4.4 Your Statutory Rights

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Nothing in these Terms affects your statutory rights as a Consumer, including:

- Rights under the Consumer Rights Act 2015 (services must be provided with reasonable care and skill, within a reasonable time, and at a reasonable price);
- Rights under the DMCC Act 2024, including protections against unfair commercial practices and subscription trap provisions;

- Rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- Your right to a remedy where a service does not conform to the contract.

#### 4.5 DMCC Act 2024 — Subscription Contract Protections

In compliance with the Digital Markets, Competition and Consumers Act 2024, NETHOLD provides the following protections for Consumer subscription contracts:

11. Auto-Renewal Notification: NETHOLD will send you a reminder notice at least 30 days before the end of your current subscription term, informing you of the upcoming auto-renewal, the applicable fees for the Renewal Term, and how to cancel. This notification will be sent to the email address registered to your account.
12. Straightforward Cancellation Mechanism: You may cancel your subscription at any time by emailing [cancellations@nethold.co.uk](mailto:cancellations@nethold.co.uk) from the email address registered to your account, stating your account reference and the word 'CANCEL' in the subject line. NETHOLD will confirm receipt and process your cancellation within 5 business days. Cancellation will take effect at the end of your current term. There is no requirement to telephone, send a formal solicitor's letter, or navigate excessive steps to cancel.
13. Subscription Summary: A clear summary of your subscription, including the price, renewal date, and cancellation method, is provided in your Order Confirmation email and in any renewal reminder sent to you by NETHOLD. You may request a current subscription summary at any time by emailing [legal@nethold.co.uk](mailto:legal@nethold.co.uk).
14. Banned Practices: NETHOLD will not engage in subscription trap practices prohibited by the DMCC Act 2024, including making cancellation deliberately difficult, obscuring cancellation options, or misrepresenting renewal terms.

## SECTION 5 — LIMITATION OF LIABILITY

### 5.1 Non-Excludable Liabilities

**NOTHING IN THESE TERMS LIMITS OR EXCLUDES NETHOLD'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY NETHOLD'S NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION BY NETHOLD; (C) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, INCLUDING STATUTORY CONSUMER RIGHTS.**

### 5.2 Aggregate Liability Cap

5.2.1 Subject to Clause 5.1, NETHOLD's total aggregate liability to you in connection with these Terms or the Services, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed 125% of the total Subscription Fees paid by you to NETHOLD in the 12-month period immediately preceding the event giving rise to the claim ('Liability Cap').

5.2.2 Where the Agreement has been in force for less than 12 months at the time of the claim, the Liability Cap shall be calculated as 125% of the Subscription Fees paid from the Commencement Date to the date of the claim.

5.2.3 For illustrative purposes only: if you have paid £108.00 in Subscription Fees in the preceding 12 months (Core Plan), the Liability Cap would be £135.00.

## 5.3 Excluded Losses

5.3.1 Subject to Clause 5.1, and to the fullest extent permitted by applicable law, NETHOLD excludes all liability for:

- Loss of profits, revenue, or anticipated savings;
- Loss of business, contracts, or commercial opportunities;
- Loss of or damage to data or systems (except to the extent caused by NETHOLD's negligence or wilful misconduct);
- Loss of goodwill or reputation;
- Indirect, consequential, or special losses; and
- Losses arising from your use of third-party services or platforms, including Cloudflare and GoCardless.

## 5.4 Consumer-Specific Provisions

5.4.1 If you are a Consumer, the liability limitations in Clause 5.3 apply only to the extent permitted under the Consumer Rights Act 2015 and other applicable consumer protection legislation. NETHOLD acknowledges that certain exclusions of liability for Consumers may be void or unenforceable under UK law, and such provisions shall be read and applied accordingly.

5.4.2 In particular, NETHOLD does not exclude liability for failures to provide the Services with reasonable care and skill, as required under Section 49 of the Consumer Rights Act 2015.

## 5.5 Indemnity

You agree to indemnify and hold harmless NETHOLD, its directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising from: (a) your breach of these Terms; (b) your misuse of the Services; or (c) any third-party claim arising from content or instructions you provide to NETHOLD in connection with the Services.

# SECTION 6 — TERMINATION

## 6.1 Termination at End of Initial Term

The Agreement continues for the Initial Term of 12 months from the Commencement Date. On expiry of the Initial Term, the Agreement will automatically renew for successive Renewal Terms of 12 months each, unless terminated in accordance with this Section 6.

## 6.2 Auto-Renewal

**IMPORTANT — AUTO-RENEWAL:** Your subscription will automatically renew at the end of each term unless you cancel in writing by email at least 30 days before the end of the current term. NETHOLD will send a renewal reminder at least 30 days before the renewal date to the email address registered to your account. To cancel, email [cancellations@nethold.co.uk](mailto:cancellations@nethold.co.uk) with 'CANCEL' in the subject line.

### 6.3 Termination by the Customer for Convenience

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6.3.1 During the Initial Term: You may not terminate the Agreement for convenience during the Initial Term. If you cancel your Direct Debit Mandate or otherwise cease using the Services during the Initial Term without a right to terminate under Clause 6.5 or Section 4, you remain liable for all Subscription Fees due for the remainder of the Initial Term.

6.3.2 After the Initial Term: You may terminate the Agreement at the end of any Renewal Term by giving not less than 30 days' written notice before the renewal date, using one of the cancellation methods set out in Clause 6.4.

### 6.4 How to Cancel

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To cancel your subscription, you must use one of the following methods:

- Email (primary method): Send a cancellation request to [cancellations@nethold.co.uk](mailto:cancellations@nethold.co.uk) from the email address registered to your account, with 'CANCEL — [your account reference]' in the subject line; or
- Post: Written notice to NETHOLD LIMITED at its registered address (email confirmation strongly recommended in addition).
- Post: Written notice to NETHOLD LIMITED at its registered address (for legal correspondence only; email is the required method for cancellations).

Cancellation will be confirmed by NETHOLD in writing within 5 business days. Your cancellation is not effective until NETHOLD confirms it in writing. You should retain proof of your cancellation request.

### 6.5 Termination for Cause

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Either party may terminate the Agreement immediately by written notice if the other party:

15. Commits a material breach of these Terms and (where such breach is capable of remedy) fails to remedy such breach within 30 days of receiving written notice requiring it to do so;
16. Becomes insolvent, enters administration, receivership, liquidation, or any equivalent insolvency procedure;
17. Ceases or threatens to cease to carry on business; or
18. In the case of NETHOLD terminating for the Customer's cause: the Customer engages in conduct that NETHOLD reasonably considers abusive, fraudulent, or otherwise harmful to NETHOLD or third parties.

### 6.6 Termination by NETHOLD for Convenience

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NETHOLD may terminate the Agreement for any reason by giving not less than 90 days' written notice. In such event, NETHOLD will refund a pro-rata portion of any Subscription Fees paid in advance for the period after termination takes effect.

### 6.7 Effect of Termination

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On termination of the Agreement for any reason:

19. All licences and access rights granted to you under these Terms will immediately cease;

20. You must pay all outstanding Subscription Fees due up to the date of termination;
21. NETHOLD will assist with the migration of domain registrations as set out in Clause 2.2.4;
22. Data deletion: NETHOLD will retain your account data for 90 days following termination to facilitate any migration or dispute resolution, after which it will be securely deleted in accordance with our Privacy Policy;
23. Provisions of these Terms which by their nature should survive termination shall survive, including but not limited to Sections 5, 7, and this Clause 6.7.

## SECTION 7 — GENERAL PROVISIONS

### 7.1 Intellectual Property

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7.1.1 All Intellectual Property Rights in the Services, NETHOLD's systems, software, documentation, branding, and website content are and shall remain the exclusive property of NETHOLD or its licensors. Nothing in these Terms grants you any right, title, or interest in NETHOLD's Intellectual Property Rights.

7.1.2 You retain ownership of all data, domain names, and content that you provide to NETHOLD for the purposes of the Services. You grant NETHOLD a non-exclusive, royalty-free licence to process, store, and use such data solely for the purpose of providing the Services.

### 7.2 Data Protection

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7.2.1 Each party shall comply with its obligations under applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

7.2.2 NETHOLD processes personal data as a data controller in connection with account management, billing, and communications. Full details are set out in NETHOLD's Privacy Policy, available at [www.nethold.co.uk/privacy](http://www.nethold.co.uk/privacy).

7.2.3 Where NETHOLD processes personal data on your behalf as a data processor (for example, personal data contained in DNS records or website traffic logs), the parties shall enter into a Data Processing Agreement on request.

### 7.3 Confidentiality

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Each party agrees to keep confidential all non-public information received from the other party in connection with the Agreement, and not to disclose such information to any third party without the other party's prior written consent, except as required by law or regulation or to professional advisers bound by equivalent obligations of confidentiality.

### 7.4 Force Majeure

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7.4.1 Neither party shall be liable for any delay or failure to perform its obligations under these Terms to the extent that such delay or failure is caused by circumstances beyond the reasonable control of that party, including but not limited to: acts of God; pandemic or epidemic; civil unrest; governmental actions; internet infrastructure failures; or acts of third parties (including but not limited to Cloudflare, Bacs, and GoCardless) ('Force Majeure Event').

7.4.2 The affected party must notify the other party in writing as soon as reasonably practicable after the commencement of a Force Majeure Event. If a Force Majeure Event continues for more than 60 days, either party may terminate the Agreement on not less than 14 days' written notice without liability (other than for fees already accrued prior to the Force Majeure Event).

## 7.5 Notices

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Notices under these Terms shall be in writing and delivered: (a) by email to the address specified in the Order Confirmation (or as updated), taking effect on transmission (subject to no automated delivery failure notification); or (b) by first-class post to the registered address, taking effect 2 business days after posting. Notices to NETHOLD must be sent to [legal@nethold.co.uk](mailto:legal@nethold.co.uk) and, for legal notices, to NETHOLD LIMITED's registered address.

## 7.6 Assignment

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7.6.1 NETHOLD may assign, transfer, or sub-contract its rights and obligations under these Terms to any successor entity, affiliate, or service provider, provided that the standard of service is not materially diminished and you are given 30 days' written notice.

7.6.2 You may not assign, transfer, or sub-contract any of your rights or obligations under these Terms without NETHOLD's prior written consent.

## 7.7 Variation

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7.7.1 NETHOLD may update these Terms from time to time. For Business Customers, updated Terms will take effect 30 days after written notice. For Consumers, updated Terms will take effect 30 days after written notice; if the change is materially detrimental, you may terminate in accordance with Clause 2.6.2.

7.7.2 The most current version of these Terms is always available at [www.nethold.co.uk/terms](http://www.nethold.co.uk/terms).

## 7.8 Waiver & Severability

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7.8.1 Waiver: No failure or delay by either party in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy.

7.8.2 Severability: If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be deemed severed from these Terms to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

## 7.9 Entire Agreement

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These Terms, together with the Order Confirmation and Pricing Schedule, constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior representations, negotiations, agreements, understandings, or arrangements of any nature, whether oral or written. Each party acknowledges that it has not relied on any representation, warranty, or undertaking not expressly set out in these Terms.

## 7.10 Governing Law & Jurisdiction

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7.10.1 These Terms and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

7.10.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation.

7.10.3 Cross-border customers: Where a Customer is based in the EU or USA, the parties acknowledge that mandatory consumer protection laws of the Customer's country of residence may apply in addition to English law. Nothing in Clause 7.10.1 is intended to deprive a Consumer of the protection of mandatory provisions of the law of the country in which they habitually reside.

## 7.11 Third Party Rights

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A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

## 7.12 Complaints

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If you wish to make a complaint about the Services, please contact us in the first instance at [legal@nethold.co.uk](mailto:legal@nethold.co.uk). NETHOLD will acknowledge your complaint within 5 business days and endeavour to resolve it within 30 days. If your complaint relates to a payment collected via GoCardless Direct Debit, you may also contact your bank directly under the Direct Debit Guarantee (Clause 3.3).

## **SCHEDULE 1 — MODEL CANCELLATION FORM**

**(Complete and return this form only if you wish to withdraw from the contract within the 14-day cooling-off period. Use of this form is not mandatory — you may use any clear written statement.)**

To: NETHOLD LIMITED, [cancellations@nethold.co.uk](mailto:cancellations@nethold.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service:

Service subscribed to: .....

Account email address: .....

Subscription Commencement Date: .....

Name of Customer: .....

Address of Customer: .....

Date: .....

[\*] Delete as appropriate.

**ACCEPTANCE OF TERMS**

These Terms of Service are accepted by conduct. By subscribing to NETHOLD Services, completing the Direct Debit Mandate, or otherwise accessing or using the Services, you confirm that you have read, understood, and agree to be bound by these Terms of Service in their entirety.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms. If you do not have such authority, or if you do not agree to these Terms, you must not subscribe to or use the Services.

**— END OF TERMS OF SERVICE —**

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