

As of 1<sup>st</sup> August 2025, Enix Ltd have transferred its Cloud Hosting services to Enix Ltd. These terms have been updated, pursuant to the variation clause below.

The details that follow form the basis of the terms which are inherently applied to any hosting service contracted between Enix cloud hosting.

## **Content**

Any service provided by Enix cloud hosting may be used solely for lawful purposes. Use of any system within the Enix cloud hosting network for the storage, transmission, display or presentation of any content, data or material which in any way violates a law of any country is prohibited. Such materials may include but not be limited to copyrighted material, those which may be threatening or obscene, any "adult only" content or any material whatsoever that attempt to pass off somebody else's work. Anyone purchasing services from Enix cloud hosting agrees to indemnify, hold harmless from any claims, and take full legal responsibility for any materials which breach these conditions when those materials are in any way associated with their hosting account, regardless of who committed the act.

## **Fair Usage**

All customers of shared platforms which includes web hosting and reseller hosting customers are to use the service with respect for other users. Enix cloud hosting reserve the right to raise additional charges, and you agree to pay such charges, should we decide, in our reasonable opinion, that you are using resources which are deemed to be higher than those being billed for.

## **Spam**

Use of the Enix cloud hosting Platform for the sending of mass-unsolicited email is strictly forbidden. Any breach of this condition will result in immediate suspension of services.

## **Domain Names, Expiry & Redemption**

Under no circumstances does Enix cloud hosting accept any liability for the expiry or loss of any domain name.

Enix cloud hosting will endeavour to notify the client when the domain is due for renewal. It remains the responsibility of the client to ensure that they are capable of receiving this notification.

A request by the client for domain registration and our acceptance to submit this to the naming authority on behalf of the client does not constitute a guarantee the name will be issued by the authority and that registration will be granted by the naming authority to the client. In such a case, any monies charged by us to the client will be refunded.

A lapsed domain may be renewable up to 30 days following the renewal date after which time, the domain may be lost.

In all instances it is the responsibility of the client to monitor whether their domain registration remains active.

## **Cancellation**

Any cancellation requests must be made by emailing [elliot@enixltd.com](mailto:elliot@enixltd.com)

Cancellations must be received 5 days before the commencement of the next billing cycle to ensure the next charge does not occur.

A simple cessation of use on the part of the client does not constitute a cancellation.

## **Payment**

No service will be commenced until the first payment has been received in full by Enix cloud hosting from the client.

Payments for the service become due on the agreed payment anniversary (monthly, quarterly, annually or biannually). In every case, responsibility for this payment arriving with Enix cloud hosting remains solely that of the client.

Accounts may be suspended when subsequent payments fail or when any payment is reversed. Enix cloud hosting reserves the right to charge a £20 administration fee for re-instating any account.

Web hosting services for which payments remain unsettled after a period of 30 days from the payment due date will be terminated and any content contained within the account permanently removed from our servers and the client will bear full responsibility for this. At the discretion of Enix cloud hosting, accounts may be recovered from backups in this event for a charge of £295.

Email hosting, Office 365, Cloud Backup and other services for which payments remain unsettled after a period of 7 days from the payment due date will be terminated and any content contained within the account permanently removed from our servers and the client will bear full responsibility for this. In these instances there will be no recovery from backups.

In all instances, invoices issued by Enix Ltd that are found to be outstanding will result in the immediate suspension of all services. These may be reactivated, at the discretion of Enix, upon payment of any outstanding monies.

Any invoice that becomes due for payment will be emailed to the client in PDF form only.

To this end, it is essential that the client maintains accurate email contact details on the Enix cloud hosting portal.

## **Refunds & Disputes**

Payments to Enix cloud hosting are entirely non-refundable.

Enix cloud hosting may on occasion offer trial periods or a period within which the client can claim a refund as a "money back guarantee"

Any refunds which fall outside of the above circumstances are at the discretion of the management.

## **Abuse**

Any attempts to in any way bring harm to a Enix cloud hosting employee, system or their reputation will

result in an immediate cessation of all of the offenders services.

Any client found to have paid for services fraudulently will have their services cancelled with immediate effect and their details passed to relevant law enforcement agencies.

## **Support**

All support requests must be submitted on the WHMCS support centre. Enix cloud hosting provides support exclusively through a ticket-based system. Any support provided through other channels is offered solely at our discretion..

The support offered will only ever relate to the services purchased and not the software, scripts, or systems the client uploads, installs, or runs on them. We do not provide PHP or JavaScript script writing assistance as a matter of course, nor do we assist with the upgrading of web scripts. We are, however, happy to offer this assistance as part of a separate service which will be charged at an hourly rate. Please contact us via the WHMCS support centre.

Whilst we want you to get the most out of your services, we will only ever provide support at the level of ensuring the platform is functioning according to our terms and conditions. We will not access, modify, diagnose, or otherwise manage the client's equipment unless otherwise agreed and stated in terms set out at the time of product purchase.

## **Privacy Policy & Disclosure**

Enix cloud hosting takes the privacy of its customers data seriously. We endeavour to maintain the security of all systems, including those within which the clients' details are stored. This information is used internally to identify the client and manage their services effectively.

Any information held on our systems is available to the client upon request.

Enix cloud hosting may also store or offer to store information on the client's computer/s, such as cookies for the client to be easily identified.

We will never disclose this or any other information relating to our dealings with the client, under any circumstances, except those noted here:

- As required by law
- Situations where, as deemed by us, it is necessary to protect the interests of Enix cloud hosting
- requests arising from disputes or abuse notices from third parties.

## **Variation of Terms**

On occasion, it may be necessary for Enix cloud hosting to vary the terms of this agreement, this can be done without notice. It is the responsibility of the client to stay up to date with these term.

It may also be necessary for the prices of the services to be amended in accordance with wider pricing pressures. By using our services, you agree that Enix cloud hosting can make these changes without any notice.

## **Indemnity**

Clients of Enix cloud hosting agree that they will indemnify and hold from harm Enix cloud hosting (or it's

representatives) against liabilities, losses, costs and claims, all demands, including legal fees asserted against Enix cloud hosting, its agents, its customers, representatives, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assignees.

The maximum liability that Enix cloud hosting accepts is the fee levied for the services provided for the current month. No liability for any consequential loss will be accepted by Enix cloud hosting.

### **Overriding Disclaimer**

Absolutely no guarantees of service are offered in the provision of the services offered. Whilst Enix cloud hosting aims to maintain an up-time in the region on 99.999%, we do not guarantee this. This means that Enix cloud hosting accept absolutely no liability arising out of loss of income for our Clients, business interruption or consequential loss.

Responsibility for loss or interruption of services caused by other users, other providers, third parties or by Enix cloud hosting is in no way accepted by Enix cloud hosting.

### **Catch-all Email**

To maintain the quality of the service for all users, Enix cloud hosting does not offer catch-all email facilities to its Web Hosting, Reseller Hosting and Hosted Exchange plans. Whilst we advise against it, customers are free to enable this on their VPS's and other dedicated services.

This method of configuring email is considered a liability in terms of spam abuse and if abused, risks affecting all users on the platform. We offer accounts and aliases for users to ensure they configure the addresses they need. Any attempt to circumvent this will result in the immediate suspension and possible termination of the account.

### **Supporting Reseller's Clients**

The supporting of the Resellers Clients remains the sole responsibility of the Reseller, including collecting payments and managing accounts.

The reseller may escalate an issue if it is clearly a fault with the platform.

A referral by the Reseller or a Resellers Client to Enix cloud hosting will constitute a change of ownership of that client and Enix cloud hosting will assume billing rights for that client.

### **Cessation of Resellers Businesses / Client Transfer**

Resellers wishing to end their Resellers agreement will have the opportunity to sell its portfolio of clients back to Enix cloud hosting for an agreed fee.

This does not, in any way, affect Resellers who wish to simply switch hosts.

### **Backup / Restore**

We perform an extensive backup schedule across all shared web and dedicated services.

- Hourly backup, with the past 24 backups kept
- Daily backup, with the past 14 days kept

- Weekly backup, with the past 4 weeks kept

We can restore your whole server, individual files, or particular directories from any of these backups. Our cloud design keeps your data safe by having it kept on two separate SANs, which are both RAID 10 protected. This gives you absolute confidence in the security of your data, with both hardware level and cloud level protection. However, this feature is provided as a discretionary benefit to clients and absolutely no guarantee or warranty is given as to the quality or availability of backups.

## **Office 365**

We provide billing and associated support. Your service is hosted with Microsoft and we are acting as a UK agent. You are free to migrate the service to another provider at the end of the term. Subscriptions are subject to a 12 month term unless otherwise agreed in writing. Should additional services or licences be added to an existing subscription after the first billing date, these services and licences will be billed on the following billing date and include fees for the period from activation of these additional services and licences until the billing date plus advance payment for the services and licences in the following month. We reserve the right to charge termination fees on services and licences forming part of a subscription that are deleted before the end of the subscription period. The early termination fee amounts to a maximum of the number of months remaining in the subscription multiplied by the highest monthly fee paid during the subscription period.

## **Additions to these Terms**

Any product or service provided by Enix Ltd. for which a specific set of terms and conditions shall augment these conditions and where a conflict exists, the conditions outlined in that product of service's specific set of terms and conditions shall override any that form part of this set of terms and conditions.

## **Free Domain Name Offer**

Where we offer a free domain name, this remains the property of Enix cloud hosting until the point at which the client begins paying for the domain (i.e. after 1 year) unless the client buys the domain from Enix cloud hosting during the initial term.