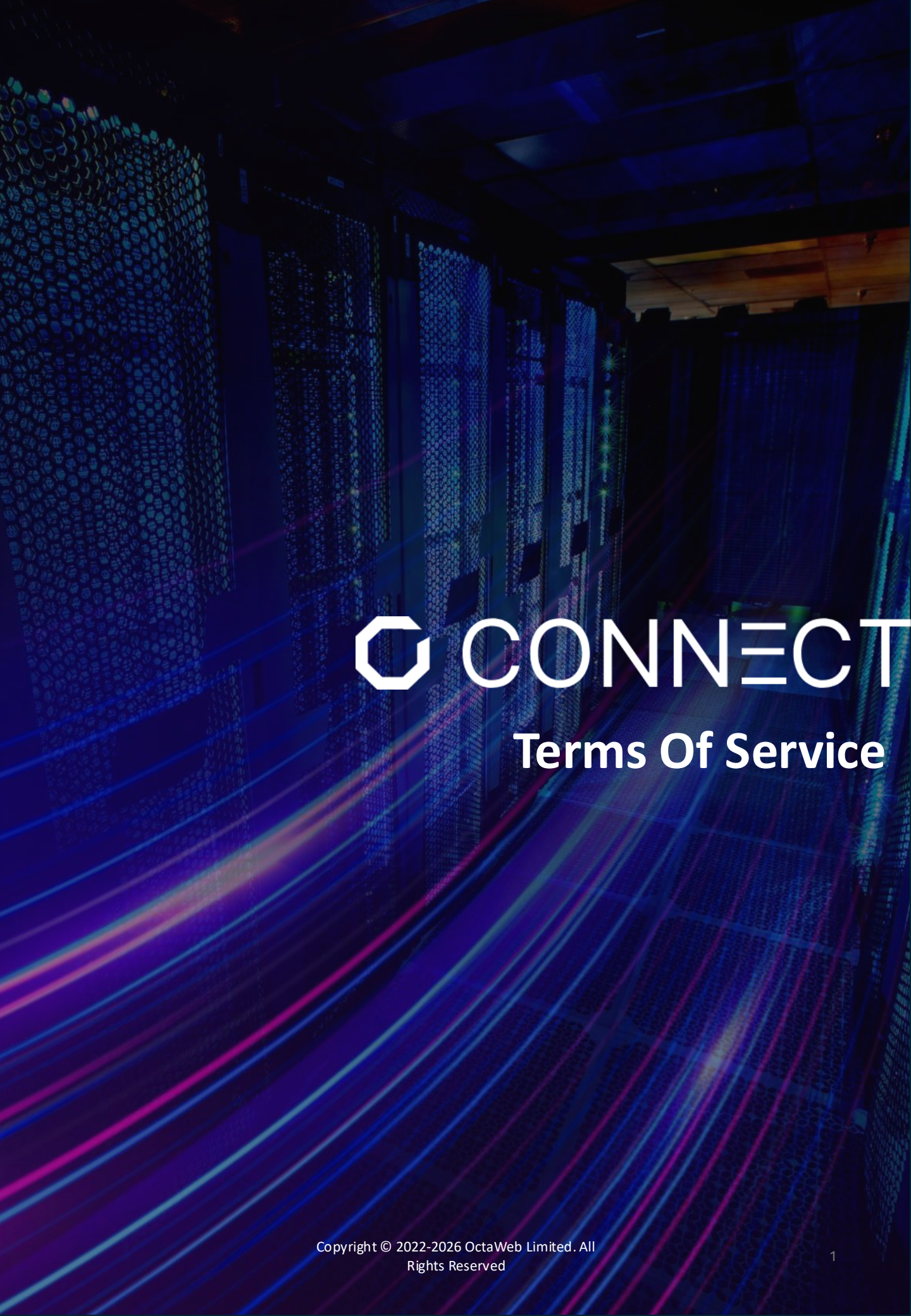


The background of the page is a photograph of a server room. The server racks are illuminated with blue and purple light, and there are long, diagonal light trails in the same colors across the lower half of the image. The text 'CONNECT' is in a large, white, sans-serif font, and 'Terms Of Service' is in a smaller, white, sans-serif font below it. The OctaWeb logo is a white octagon with a stylized 'O' inside.

CONNECT

Terms Of Service

The information contained in this document is the property of OctaWeb Limited and its contents are copyrighted under UK law.

Company Number

16090344

Registered Address

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ICO Registration Number:

ZC047506

Document Control

Document Title	Terms of Service - Connect
Document Version	V1.0.0
Creation Date	20/02/2025
Last Updated	08/12/2025

Policy Summary

By accessing or using OctaWeb Connect, you acknowledge and agree to both OctaWeb's [Terms of Service](#) in addition to these Terms Of Service as well as any other policies stated on our [legal page](#) which govern your access and use of OctaWeb, OctaWeb Connect, websites or services. You hereby represent that you are liable for all subaccounts, users and content under your account.

You acknowledge that failure to comply with this agreement amongst the others will result in termination of your services. For more information, please email our Compliance Team at legal@octaweb.co.uk.

In this agreement terms & expressions have the following meanings unless the context otherwise requires:

"PBX" – Private Branch Exchange

"Act" – The Communications Act 2003

"Terminals" – Any physical telephone or software client, including software or applications made available by us, which has been configured to connect to the service and is able to make/receive calls from external numbers.

"Talk Plan" – A fixed quantity of minutes to a pre-determined set of numbers which can be purchased for a monthly amount.

"Call Charges" – Charges incurred by the customer when making an outgoing call to an external number (including any connection fees or access charges).

"Emergency Services" – Any service which can be requested by dialing 999 or 112.

"Extension" – An individual account setup to make and receive calls using the service.

"External Numbers" – Any number which is routed outside of your PBX system (for example, calls to normal PSTN networks or other VoIP providers).

"Outbound Trunk" – A connection to our PBX server, authenticated by the IP address which is sending the SIP traffic to our service.

"VoIP" – Voice over IP (Internet Protocol)

Your Agreement

Introduction: This page (together with the policies referenced within it) provides you information about us and the legal terms and conditions ("Terms") on which we supply any services ("Services") listed on our website. ("our site") to you.

1.0 - Using our network and platforms

1.1 Your use of our private branch exchange and associated platforms are governed by our Terms of Service. Please take the time to read these as they include crucial terms of which apply to you. When using our network and platforms, you must comply with our Fair Usage Policy and local and international laws.

1.2 OctaWeb operates a 1 (one) PBX plan policy per person to reduce the risk of fraudulent transactions. We reserve the right to suspend and/or terminate all offending accounts without notice. Accounts terminated in this manner are not eligible for refunds

2.0 - How we use your personal information

2.1- We use your personal information in accordance with our Privacy Policy. For details, please see our [Privacy Policy](#). Please take the time to read these, as they include important terms of which applies to you.

2.2- We only use your personal information to send important communications and correspondence to you. If you feel your personal information has been abused, then please email us at abuse@octaweb.co.uk clearly stating what has happened and providing as much evidence as possible. We will aim to reply to all emails received within 24 hours

3.0 - Our contract with you

3.1- These terms and any document expressly referred to in them constitute the entire agreement between you and us (the "contract"). You acknowledge that you have not relied on any statement, promise or representation made or given by or on your behalf so us which is not set out in these terms, or any document expressly referred to in them.

3.2- Where you are a consumer, you have legal rights in relation to Services that are not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

3.3 - All contracts made with OctaWeb are made with the named account holder. Agreement to this contract is made under section 4 of our terms of service.

Failure to maintain our terms of service will result in your services being cancelled without warning and without compensation or refund

4.0 – How the contract is formed between you and us

4.1 - Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

4.2 - After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 4.3

4.3 - We will confirm our acceptance to you by sending you an e-mail ("Order Confirmation"). The Contract between us will only be formed when we send you the Order Confirmation. The order confirmation will serve as your acceptance of the contract and services will begin under the aforementioned terms.

4.4 - If we are unable to supply you with the Services ordered, for example because of an error in the price on our site, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Services, we will refund you the full amount as soon as possible back to your original payment method.

5.0 - Our rights to vary these terms

5.1 - We may revise these Terms from time to time, including but not limited to the following circumstances:

- Changes in how we accept payment from you.
- Changes in relevant laws and regulatory requirements

6.0 – Providing Services

6.1 - We will supply the Services to you from the date set out in the Order Confirmation until the completion date set out in the Order Confirmation. Where no completion date is specified, we will supply the Services until the Contract is terminated in accordance with the Terms. It is your responsibility to ensure a cancellation request is submitted. If no cancellation request is received and the service is suspended and terminated, any outstanding balance will be passed to a debt collection agency to recover any unpaid invoices.

6.2 - Where the Order Confirmation sets out any milestones for the provision of Services, we will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 16 for our responsibilities when an Event Outside Our Control happens.

6.3 - We require specific information from you in order to setup your services, for example, name, address, contact details. We will contact you about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend the Services by giving you written notice in the form of an email or the opening of a ticket on your client portal. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked.

6.4 - You are responsible for obtaining the following.

- 6.4.1 – Physical address information for any Incoming Number allocated to you.
- 6.4.2 – Details of the network which your authorized terminals will be connected.
- 6.4.3 – All information required to port numbers from other providers (if requested).
- 6.4.4 – Any required licenses for audio files which are uploaded to our systems for music on hold or any other purpose.

6.5 - We may have to suspend the Services if we have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. If we have to take your services offline to conduct essential maintenance, we will look to supply you with compensation for the loss in service

6.6 – You shall not register or attempt to register an extension (whether physical or soft) than you have agreed with us that you are permitted to register to that extension. In the absence of any specific agreement otherwise, this is one device per extension.

6.0 – Providing Services Continued

6.7 – You shall make only reasonable use of the service. Where all or part of the service permits making of calls using a talk plan you shall

- 6.7.1 – Use the service only in respect of the designated extension (where the talk plan is associated with an extension)
- 6.7.2 - Make calls from a regular telephone, softphone, or whether and shall not configure the extension for use with another mechanism which allows multiple users or devices to make use of an extension.
- 6.7.3 – Only make calls, and shall not make fax calls, data calls, or use the service for more than occasional call forwarding.
- 6.7.4 – You shall originate each call by because of shall not initiate any call automatically.
- 6.7.5 – You shall not permit any third party to originate calls using your service.
- 6.7.6 - Only make calls related to your own, reasonable, business use, and shall not use to make calls as part of illicit call center operations (including telemarketing or scam/fraudulent in nature) or other high-volume activity (even if those activities form part of your business).
- 6.7.7 - You agree to take reasonable steps to ensure you or anyone associated with you do not disrupt or interfere with other users of our network.

6.8 – If you do not pay us for the Services by the due date for payment, we will suspend the service at midnight on the service due date. We will contact you by email to tell you this. This does not affect our right to charge you interest.

6.8.1 – You are responsible for, and agree to pay in full for, any call charges incurred from any extension or outbound trunk allocated to you, including all calls which originate from or appear to us originate from your network or which present to us with your identifying data (including but not limited to your username and password). This includes all call charges irrespective of whether these were generated in good faith or authorized by you and includes those generated as a result of fraud by a third party.

6.9 - We will make available the Services on or before the start date specified in the Order Confirmation.

6.10 - Where the Services we provide to you include shared hosting, we will make available to you.

A) -Hosting capacity on a shared server meeting the specification set out on the site which may vary from time to time.

B) -The ability to access, update or amend any specified feature set out when placing your order.

6.11 - For the avoidance of doubt, we will have administration rights in relation to any service, and we may refuse any request to change the configuration of a shared server at our sole discretion. We reserve the right to monitor and suspend services that breach our acceptable use guidelines.

6.0 – Providing Services Continued

6.12 – You shall not and shall ensure that your end users do not, use the service:

- 6.12.1 - For the transmission of material which is unlawful, abusive, harmful, threatening, defamatory, pornographic or which in any way infringes intellectual property rights, or which may cause offence in any way.
- 6.12.2 – In a way that does not comply with the terms of any legislation, code of practice, regulations or license, or which causes us to breach any legislation, code of practice, regulations or license;
- 6.12.3 – In a way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- 6.12.4 – In a way that constitutes artificial inflation of traffic (as set out in Annex E of BT's Network Charge Control Standard Interconnect Agreement);
- 6.12.5 – In a way that could, in our reasonable opinion, materially affect the quality of operation of any networks or services provided by us or any third party;
- 6.12.6 – In a way that causes annoyance to the receiver, is hoax in nature, or is of an offensive, spiteful, indecent, defamatory, obscene or menacing nature;
- 6.12.7 – In a way which is inconsistent with privacy or data protection laws, or laws relating to direct marketing.
- 6.12.8 – In a way to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights of others;
- 6.12.9 – To obtain access, through whatever means, to restricted areas of the network; or
- 6.12.10– In any way which could, in our reasonable opinion, brings our name, or the name of any third party into disrepute.

6.13 – You and your end users shall:

- 6.13.1 – Behave at all times in a polite and professional manner towards us and our staff;
- 6.13.2 – Maintain such disaster recovery and resiliency plans as it considers appropriate;
- 6.13.3 – Not sell, deal, transfer, or otherwise make available the service to any third party for any purpose.
- 6.13.4 – Ensure that all equipment including authorized terminals, which are used in conjunction of this service conform to all relevant standards or approvals and comply with applicable law.

7.0 – Incoming Calls

7.1- We shall allocate incoming numbers to you on your request. These numbers may be geographic (commencing with 01 or 02) or non-geographic (commencing 03 or 08) or mobile (commencing with 07).

7.2- At no time does the customer have ownership of any allocated incoming numbers.

7.3- We may change or re-allocate any incoming number, for any reason, during the first seven business days after they have been allocated to you. While we will use reasonable efforts to avoid doing so, and to give you as much notice as possible and reasonable in the circumstances if we intend to do so, we may change the phone numbers or other identifiers allocated to you outside of this period. We are not responsible for any costs or losses suffered by you if we do so.

7.4- You may request new numbers at any time by contacting us via our client portal.

7.5- If you setup a incoming number to forward to an external number, you will be charged for call charges incurred as if this was a standard call to an external number.

8.0 – Calls to External Numbers

8.1 – Calls to external numbers will be charged in accordance with the talk plan assigned to your account.

- 8.1.1 – Unless otherwise specified by your talk plan, all calls are charged on a per-second basis, rounded up to the nearest second.

- 8.1.2 – The cost of call depends on the destination and duration. The timed duration of a call begins on receipt of an answer signal from the terminating operator. We will not be held responsible for any situation in which this is generated in error.

- 8.1.3 – The call ends on receipt of a "call clear" message from your equipment or the terminating operators equipment.

- 8.1.4 – Some calls incur a connection fee which is added to any call charges related to the call.

8.2 – We will provide access to the Emergency Services by dialing 999 or 112 from any extension.

- 8.2.1 – It is your responsibility to ensure we have been provided with the accurate, physical location of any incoming numbers in which are allocated to you. We will provide this information to the Emergency Services if requested to do so.

- 8.2.2 – You must be aware that we provide a VoIP service which does not guarantee access to the emergency services. Your access to the service is dependent on your connection to a suitable data network and the operation of that network. If you do not have a suitable connection to a network or your network is not functioning correctly you will not be able to make any calls including to the emergency services. You must ensure that in the case of power failure you have adequate provisions in place.

- 8.2.3 – When speaking with the emergency services you may be required to verbally provide your physical location to the operator.

- Emergency calls made using the service will pass over the public internet where they will not receive the same network priority or quality assurance as a call made on a mobile network or on a circuit-switched fixed line.

9.0 – Network and Service Maintenance

9.1 – We reserve the right to modify our network and/or system configurations whenever required, to provide the service.

9.2 – We may need to perform scheduled or emergency maintenance to maintain or modify the network to provide the service. Notice will be provided where reasonably practicable under the circumstances. Such maintenance may require temporary suspension of service.

9.3 – We may, without prior notice, suspend all or part of the service if, in our reasonable opinion, it is necessary to do so to stop or mitigate any problem or attack affecting our network, equipment, or services (including any network, equipment, or services provided to another customer), or to deal with behavior which, in our opinion, amounts to misuse of the service.

9.4 – Any details of any scheduled maintenance will be published on our [status page](#). You can also subscribe to these updates via email.

10.0 - Cancellations and Terminations

10.1 - You can cancel your services with us at any time from your client portal. When cancelling, you are given the option to cancel at the end of your billing cycle or immediately. When you cancel immediately, you acknowledge that your services will be cancelled automatically, and all data will be removed. With immediate cancellations, you forfeit any remaining time that you have with your service, and we are under no obligation to provide a refund.

10.2 - Once cancelled, your service cannot be reinstated. All price, discounts or offers become spent.

10.3 -Either party (the "Non-defaulting Party") shall be able to terminate this Contract immediately in the event that the other:

- 10.3.1 -commits a material breach of any of its obligations under this Contract and has not remedied such breach (if capable of remedy) within 30 days of request from the Non-defaulting Party for remedy by serving written notice: or

- 10.3.2 - is subject to any winding up order or resolution, has any provisional liquidator appointed to it, has a receiver appointed or is the subject of an application made to court for an administration order or if a notice of intention to appoint an administrator is filed or an administration order made in respect of it, is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, enters into any arrangement for the benefit of or other compounds with its creditors generally or ceases or threatens to cease carrying on its business, or (being an individual) is the subject of a bankruptcy petition or order, or any equivalent processes in any jurisdiction.

10.4 - Without prejudice to any rights that have accrued under a Contract or any of its rights or remedies, either party may terminate a Contract on giving not less than 30 days written notice to the other party. Notwithstanding the foregoing, if you have agreed and paid for Services on an annual payment basis, we shall not be obliged to refund any prorated payments if you cancel during the annual term.

10.5 -In accordance with our Fair Usage Policy an account may be terminated by us unilaterally, without notice and at our discretion if we consider an account holder to be in breach of the stated prohibited uses.

10.6 - An account may be terminated with immediate effect if abusive behavior is directed at our staff.

11.0 – Limitation of Liability

11.1 - In the unlikely event that there is any defect with the Services.

- 11.1.1 -Please contact us through your Client Portal or via Live Chat and tell us as soon as reasonably possible (including details of your name, the respective domain name and server)
- 11.1.2 -Please give us a reasonable opportunity to repair or fix any defect
- 11.1.3 -We will use every effort to repair or fix the defect as soon as reasonably practicable and, in any event, within 1-3 business days. You will not have to pay for us to repair or fix a defect with the Services.

11.2 - If you are a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights

12.0 – Price of Services

12.1 - Prices for our Services may change from time to time, but changes will not affect any order which we have confirmed with an Order Confirmation.

12.2 - Our site contains a number of Services. It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. If we discover an error in the price of the Services, you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a mispricing, we do not have to provide the Services to you at the incorrect (lower) price.

12.3 - Payments in respect of domain name registrations and domain name renewals are non-refundable.

12.4 – Unless stated otherwise reduced price trials are for new clients only.

12.0 – Prices of Services Continued

12.5 - Promotional offers may be available from time to time. If promotional offers expire, we have no obligation to honor these offers.

- 12.5.1 -Promotional offers can expire without warning and if limited uses are applied then it is a first come first serve.

12.6 - Any advanced payments, credits or "Top Ups" are non-refundable. If you've added credit to your account or paid an invoice or quote early, then a refund will be provided to you in way of a credit to use within our store.

12.7 - We reserve the right to change our prices at our discretion. We will provide customers with 31 Days' notice prior to moving them to the new plan. This does not affect your right to cancel your service

13.0 – How to pay

13.1 - You can pay for the services using Credit/Debit Card (powered by Revolut) and Bank Transfer

13.2 - Payment for the Services is in advance and may be made (i) monthly or (ii) annually, as specified in the Order Confirmation. We will not charge your debit card or credit card until we send you an Order Confirmation.

13.3 - If you fail to make any payment due to us under this Contract by midnight on the due date then, without limiting our remedies, you shall pay an interest late payment fee of 10% of our invoice amount which will automatically be added onto the invoice.

13.4 - Late payment fees cannot be removed from invoices.

13.5 - It is completely down to you to make sure that your invoice is paid before the due date has passed. We will send reminder emails to remind you about the due invoice.

13.6 - It is your responsibility to ensure that you have sufficient funds to cover any transactions. We are not responsible for any overdraft charges or bank related charges.

13.7 - Failure to make payment will result in your account being suspended. Accounts suspended for non-payment are liable for termination without notice.

13.8 - If you pay via Credit/Debit Card, this will setup a recurring subscription utilizing Revolut's payment processing system. We will attempt to capture the amount on your invoice on your Due Date. If this payment fails/declines, you will have to manually make payment using your Client Portal. As stated in 14.7, if payment is not received on your Due Date, your services will be suspended.

14.0 – Consequence of Termination

14.1 - Other than as set out in these Terms, neither party shall have any further obligation to the other under a Contract after its termination.

14.2 - Any provision of these Terms which expressly or by implication is intended to come into or continue in force on or after termination of a Contract shall remain in full force and effect.

14.3 - Termination of a Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

15.0 – Our liability if you are a business

This clause only applies if you are a business customer.

15.1- Nothing in these Terms limit or exclude our liability for:

- 15.1.1 - death or personal injury caused by our negligence.
- 15.1.2 - fraud or fraudulent misrepresentation; or
- 15.1.3 - any other area where it would be unlawful or invalid to seek to exclude liability.

15.2 - Under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- 15.2.1 - any loss of profits, sales, business, or revenue.
- 15.2.2 - loss or corruption of data, information or software.
- 15.2.3 - loss of business opportunity.
- 15.2.4 - loss of anticipated savings.
- 15.2.5 - loss of goodwill; or
- 15.2.6 - any indirect or consequential loss.

15.3 - Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services for the remainder of the duration of the Contract between us.

15.4 - Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. We will not be responsible for ensuring that the Services are suitable for your purposes.

16.0 – Indemnity

17.1 - You shall indemnify us against all liabilities, costs, expenses, damages and issues (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

- 17.1.1 - any breach by you of the warranties

- 17.1.2 - any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with our use of software and/or other materials provided by you.

17.0 – Events outside of our control:

17.1 - We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

17.2 - An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications.

17.3 - If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- 17.3.1 - we will contact you as soon as reasonably possible to notify you.

- 17.3.2 - our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

18.0 – Communication between us

18.1 - When we refer, in these Terms, to "in writing", this will include e-mail.

18.2 - If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by email at getintouch@octaweb.co.uk. We will confirm receipt of this by contacting you in writing by e-mail.

18.3 - If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

18.4 - If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an e-mail is sent or 24 hours after posting on our website. In proving the service of any notice, it will be sufficient to prove, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee

19.0 – Data Protection

19.1 - Please read our [privacy policy](#) for more information.

20.0 – Additional Important Terms

20.1 - This Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between you and us, whether written or oral, relating to its subject matter.

20.2 - Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Contract. Neither you nor we shall have any claim for innocent or negligent misrepresentation based upon any statement in this Contract.

20.3 - You may not assign or transfer any of your rights or obligations under this Contract, in whole or in part, without our prior written consent.

20.4 - A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.

20.5 - If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

20.6 - If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.7 - If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

20.8 - These Terms and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

20.9 - The parties irrevocably agree that the courts of England have exclusive authority to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

21.0 – DDoS and DOS Attacks

21.1 - OctaWeb cannot be held liable for any damages caused as a result of attacks. We take every precaution and provide exceptional protection against these types of attacks but there is no guarantee every attack can be mitigated.

21.2 - We consider a DDoS attack to be something that would stop you from using your services. As different clients use their sites in different ways, we cannot guarantee that whatever application you're using will be protected.

21.3 - We cannot guarantee protection against port attacks. In the likelihood that you're experiencing a port attack, please open a ticket and we'll try and help with firewall tweaks.

22.0 – Disclaimer

22.1 - We cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. While we own and operate our own enterprise-grade equipment, certain services and software provided by us are resold. Thus, certain equipment, routing, software and programming used by us are not directly owned or written by OctaWeb (examples include cPanel management). Moreover, we hold no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, at our discretion

23.0 – Complaints

23.1 - We like to think we get it right all the time, every time but the truth of it is everyone gets it wrong from time to time. We can only improve on our services with valid feedback from you, our customers. If you wish to make a complaint about a service you have received, please submit an email to us at complaints@octaweb.co.uk, including as much detail from the issue you have. We will acknowledge your complaint within 1 business day and aim to resolve any issues within 5 business days.

23.2 - If you're not happy with the initial outcome of your complaint, then please feel free to escalate your issue to Trading Standards. You can view their link [here](#)

24.0 – Notification of Changes

24.1 - We reserve the right to change these conditions from time to time as it sees fit and your continued use of the site and our hosting services will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made via relevant channels.

This area is intentionally left blank