

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 bright, colorful light trails (red, blue, and purple) streaking across the lower half of the image, suggesting data flow or network activity.

# OCTAWEB

## Terms Of Service

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# Policy Summary

By accessing or using our websites or services, you acknowledge and agree to our Terms of Service and any other policies stated on our [legal page](#), or policies and agreements of partner sites (e.g. Payment Processors) which govern your access and use of OctaWeb, 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](mailto:legal@octaweb.co.uk).

## 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 network and platforms is 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) account policy per person to reduce the risk of fraudulent transactions. This includes the sharing of your account and cPanel Accounts. 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](mailto: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 -Suitable licenses of third-party software.

- 6.4.2 -Any third-party cooperation and consents, which are required for the full use of the Services. We will not be liable for any delay or non-performance where you have not supplied such licenses and consents to us after we have asked.

**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** - Our distributed denial of service (“DDoS”) protection is a network wide solution that covers all of our infrastructure. It is capable of mitigating the majority of DDoS attacks, but if the attack is large enough then I.P. addresses, servers or websites may be black-holed or removed from the internet whilst the attack is in progress.

## 6.0 – Providing Services Continued

**6.7** - Any client caught threatening or caught carrying out DDoS attacks or similar denial of service attacks will be dealt with by means of service termination. We will also pass details onto the relevant authorities such as the police and/or other authorities.

**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.

**6.9** - 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 websites, web applications, software, information, data, databases and other works and materials stored, transmitted, published or processed using the Services (the "Hosted Materials") by FTP or similar means.

**6.11** - You warrant that any material that you display on the respective sites do not and will not infringe any applicable laws, regulations or display material which is obscene, Indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights ("Inappropriate Content").

**6.12** - For the avoidance of doubt, we will have administration rights in relation to any shared server, and we may refuse any request to change the configuration of a shared server at our sole discretion.

**6.13** - We reserve the right to monitor and suspend services that breach our acceptable content guidelines.

## 7.0 – Email Services

**7.1-** Where the Services we provide to you include email transmission, storage and/or management services.

- A) -We will provide POP3/IMAP/SMTP and webmail email services to you in accordance with the respective Services description.
- B) -All shared hosting mailboxes will be protected by our anti-spam and antivirus solution.
- C) -If you or a mailbox dedicated to you exceeds the relevant storage limit, we may delete stored emails to bring you, or the mailbox dedicated to you within the storage limit

## 8.0 - Cancellations and Terminations

**8.1** - You can cancel your services with us at any time from your Octa Account. 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 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.

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

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

- 8.3.1 -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

- 8.3.2 - 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.

**8.4** - 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.

**8.5** -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.

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

## 9.0 – Support Requests

**9.1** - The Company endeavors to respond to requests for support in relation to our Services.

**9.1.1** – We provide support via your Client Portal, Live Chat & via telephone. Our business hours are from 8AM – 10PM. We do however have an out of hours telephone line for issues that are deemed an emergency (This total service outages). The Out of Hours telephone line is for emergencies only and if used improperly, users may be liable to an emergency call charge of £10.00 as our team takes the calls out of business hours.

**10.1-** We may be limited in the Services we can offer by the rules and regulations set out by our suppliers and local and international law. This may limit or prevent us offering Services to customers in certain geographical areas. We have various suppliers who may apply such restrictions on us.

## 10.0 – Intellectual Property Rights

**10.1** - For the purpose of this Contract, "Intellectual Property Rights" shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications for and renewals or extensions of such rights.

**10.2** - You retain all Intellectual Property Rights in the software and materials that you provide to us, and you grant us a license to such Intellectual Property Rights to the extent required for us to perform our obligations pursuant to this Contract.

**10.3** - All Intellectual Property Rights in any works arising in connection with the performance of the Services by us (the "Works") shall be our property, and we hereby grant to you a non-exclusive license to such Intellectual Property Rights for the sole purpose of receiving the benefit of the Services.

**10.4** - It is in good faith that we trust all content used on our network by our clients have been licensed correctly. If we receive any abuse reports, we will suspend the service and reach out via a ticket on your client portal. If we don't hear from you within 72 hours, we will terminate the service. We are not obliged to refund for any services in this instance.

## 11.0 – If there is a problem with the Services

**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](mailto: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](mailto: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.

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