

Echo Internet Limited

Terms of Service

Version 2.2 (last updated 01.05.19)

These terms and conditions (as amended under clause 15.8) (“**Conditions**”) govern the sale of goods/services by Echo Internet Limited, registered in England and Wales with company number 03898470 and with registered address at Magdalen House, 3 Magdalen Street, Eye, Suffolk IP23 7AJ (“**Echo Internet**”) to the person/firm who buys such goods/services (“**Buyer**”).

Echo Internet provides goods/services to Buyer operating in a business capacity only. Buyer warrants to Echo Internet that it is operating in a business capacity and not as a consumer.

These Conditions apply to the exclusion of any other terms that Buyer seeks to impose, or which are implied by trade, custom, practice or course of dealing.

*****Note particularly clause 10 (Indemnities/Limitation of Liability)*****

1 INTERPRETATION

In these Conditions: (i) **person** includes a natural person/corporate/unincorporated body; (ii) a reference to Echo Internet/Buyer includes its personal representatives/successors/permitted assigns; (iii) a reference to a statute or statutory provision is a reference to such statute/statutory provision as amended or re-enacted and includes any subordinate legislation; (iv) The terms ‘personal data’, ‘data subject’, ‘processor’, ‘controller’, ‘processing’, ‘personal data breach’, ‘pseudonymisation’ and ‘special categories of data’ have the meanings set out in Article 4 of the GDPR; (v) any phrase introduced by the terms **including/include** shall be illustrative and shall not limit the sense of the preceding words; (vi) a reference to **writing/written** includes emails but not faxes, as more particularly detailed in clause 15.7; and (vii) the following definitions apply:

“**Additional Services**”: additional services agreed to be supplied by Echo Internet to Buyer pursuant to a Contract.

“**Applicable Law**”: the laws of England and Wales and any other mandatory laws/regulations/regulatory policies/guidelines/industry codes which apply to the manufacture/supply of the Goods/Services.

“**Business Day**”: Monday to Friday, excluding any public holidays in England and Wales.

“**Business Purposes**”: the provision of Services by Echo Internet to Buyer.

“**Buyer Default**”: any act/omission of Buyer (or any Buyer Personnel) or failure by Buyer (or any Buyer Personnel) to perform any relevant obligation under a Contract, including those set out in clause 4.4.

“**Buyer Materials**”: materials/equipment/tools/drawings/specifications and/or data supplied by Buyer to Echo Internet (if any).

“**Buyer Personnel**”: Buyer’s employees, agents, consultants and subcontractors (and those of its subcontractors).

“**Buyer’s Specification**”: if applicable, Buyer’s specification for the Goods/Services contained in the Order.

“**Charges**”: the charges for the provision of Goods/Services under the Contract, as detailed in clause 7.1.

“**Client Area**”: the client area made available by Echo Internet at <https://my.echointernet.uk>.

“**Cloud Server**”: a virtual server created within the Hosted Environment.

“**Cloud Server Services**”: the making available of cloud servers within the Hosted Environment as more particularly described in the Services Spec and the Order.

“**Contact Email**”: the primary contact email address associated with the Buyer’s account with Echo Internet.

“**Contract**”: each contract between Echo Internet and Buyer for the supply of Goods/Services under these Conditions.

“**Credit Terms**”: payment (in full and in cleared funds) to Echo Internet’s bank account by the date expressly specified by Echo Internet.

“**Data Processing Particulars**”: the details relating to the processing of Relevant Personal Data, as set out in schedule 1.

“**Data Protection Legislation**”: all applicable legislation protecting the fundamental rights and freedoms of individuals in relation to their personal data and right to privacy as enacted, amended and updated from time to time (including the GDPR and any instruments which enact the GDPR or any other law into the domestic law of England and Wales), together with all guidance and codes of practice issued by the Information Commissioner from time to time.

“**Delivery Location**”: the delivery location in the Order/such other location as the parties agree in writing from time to time.

“**Domain Name Services**”: the registration, renewal and/or management facilities provided by Echo Internet for use by the Buyer in the ongoing maintenance of its domain name portfolio.

“**Due Date**”: in respect of a payment under a Contract, the date on which such payment is due pursuant to these Conditions.

“**Echo Internet Materials**”: materials/equipment/tools/drawings/specifications and/or data supplied by Echo Internet to Buyer (if any), other than the Goods.

“**Echo Internet Personnel**”: Echo Internet’s employees, agents, consultants and subcontractors (and those of its subcontractors).

“**Echo Internet Website**”: Echo Internet’s website which can be accessed by the URL: www.echointernet.uk.

“**Email Services**”: the hosting of email within the Hosted Environment and the provision of associated services as a constituent part of Website Hosting Services as more particularly described in the Services Spec and the Order.

“End Destination”: where Echo Internet arranges transport of Goods/Echo Internet Materials for Buyer, the destination to which such Goods/Echo Internet Materials are to be delivered under the Order, or such other destination as the parties may agree in writing.

“Force Majeure Event”: an event beyond the reasonable control of Echo Internet including strikes/other industrial disputes, failure of utility service/transport network, act of God/fire/flood/storm, war/riot/civil commotion, malicious damage, compliance with law/governmental rule/direction, accident, breakdown of machinery, or default of suppliers/subcontractors.

“GDPR”: the General Data Protection Regulation (Regulation (EU) 2016/679) of the European Parliament and the Council of 27 April 2016.

“Goods”: the goods (or any deliverables forming part of the provision of Services) set out in the Order (or any part of them). **“Goods Spec”**: the specification for the Goods, including any relevant plans or drawings, which shall be identical or similar to (i.e. of not materially a lower specification than) that set out in the Echo Internet Website at www.echointernet.net/services-specification or Echo Internet’s catalogue/literature, or where expressly agreed in writing by Echo Internet, Buyer’s Specification for the Goods.

“Harmful Code”: viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

“Hosted Data”: electronic data stored on or uploaded by Buyer (or third parties on behalf of Buyer, such as customers of any e-commerce site within the Hosted Environment) to the Hosted Environment, including email, software, scripts, images, databases, other related data and metadata.

“Hosted Environment”: the hosted environment made available to Buyer by Echo Internet pursuant to a Contract, as more particularly described in the Services Spec for the Cloud Server Services or Website Hosting Services.

“Hosted Software”: any and all software installed onto the Hosted Environment by Buyer as part of the Cloud Server Services.

“Hosted Website”: a website uploaded onto the Hosted Environment by Buyer.

“Hourly Rates”: £50 per hour, or such other rate as is detailed in the applicable quotation.

“Insolvency Event”: (a) Buyer suspends/threatens to suspend payment of its debts/is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts under section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) Buyer starts negotiations with all/any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for/enters into any arrangement with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for/in connection with the winding up of Buyer; (d) Buyer is the subject of a bankruptcy petition/order; (e) a creditor/encumbrancer of Buyer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole/part of its assets which is not discharged within 14 days; (f) an application is made to court, or an order is made to appoint an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed over Buyer; (g) a floating charge holder over the assets of Buyer becomes entitled to appoint/has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of Buyer or a receiver is appointed over the assets of Buyer; (i) any event analogous to those mentioned in (a)-(h) above in another jurisdiction.

“Intellectual Property Rights”: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Order”: Buyer’s order for the supply of Goods/Services, as provided electronically via the Client Area (or in respect of a first order for a new customer, Buyer’s order for the supply of Goods/Services created via the Echo Internet Website through the creation of a new customer account).

“Relevant Personal Data”: any part of the Hosted Data which qualifies as personal data of any individual, including Buyer, Buyer’s employees, contractors, customers, users or website visitors.

“Service Level Agreement”: the service level agreement for the provision of the Services detailed in the Order or, if no service level agreement is referred to, use of Echo Internet’s reasonable endeavours.

“Server Management Services”: the management of Cloud Server(s) as more particularly described in the Services Spec and the Order.

“Services”: the services to be supplied by Echo Internet to Buyer set out in the Order, which may include (i) Domain Name Services; (ii) Email Services; (iii) Website Hosting Services; (iv) Cloud Server Services; (v) Server Management Services; and/or (vi) any Additional Services.

“Services Spec”: the specification for the Services which shall be identical or similar to (i.e. of not materially a lower specification than) that set out in the Echo Internet Website at www.echointernet.net/services-specification or Echo Internet’s catalogue/literature, or where expressly agreed in writing by Echo Internet, Buyer’s Specification for the Services.

“Sourcing Issue”: an inability of Echo Internet to source particular materials/resources (including personnel) on terms similar or identical to those available at the Start Date (including exchange rate fluctuations/increases in taxes/duties).

“Sub-Processor”: shall have the meaning ascribed to it in clause 11.6.

“Supplied Software”: software made available by Echo Internet to the Buyer on a monthly subscription basis via Echo Internet’s Microsoft SPLA (Service Provider Licensing Agreement).

“Website Hosting Services”: the hosting on the Hosted Environment of a Hosted Website as more particularly described in the Services Spec and the Order.

2 BASIS OF CONTRACT

2.1 Each Order constitutes an offer by Buyer to purchase Goods/Services which shall only be deemed accepted when Echo Internet issues written acceptance, on which date a Contract shall come into existence (**“Start Date”**). Echo Internet shall have the right to refuse any Order at its sole discretion.

- 2.2 Following such acceptance: (i) Buyer may not cancel the Contract other than under clause 14.1; and (ii) Echo Internet may only cancel a Contract under clause 11.
- 2.3 A quotation given by Echo Internet is not an offer and is only valid for 14 Business Days from its date of issue (or, if different, the period to time expressly stated in the quotation).
- 2.4 Echo Internet may vary these Conditions, providing no less than 30 days' written notice to Buyer. Should Buyer not accept Echo Internet's variations to these Conditions, Buyer may terminate pursuant to clause 14.1.1

3 GOODS

- 3.1 In consideration for the payment of the applicable Charges set out in a Contract, Echo Internet shall supply the Goods to Buyer pursuant to such Contract. Echo Internet warrants that on delivery, the Goods shall: (i) conform in all material respects with the Goods Spec (however Echo Internet reserves the right to amend the same where such change is required by any Applicable Law or as a result of a Sourcing Issue); (ii) be free from material defects in material and workmanship; and (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979). However, Echo Internet's sole liability to Buyer under this warranty is set out in this clause 2.4. Echo Internet shall use its reasonable endeavours to pass on to Buyer the benefit of any warranties made available by the original equipment manufacturer.
- 3.2 In respect of a breach of clause 3.1, Echo Internet shall (at its option) repair, replace or refund in full the price of the defective Goods provided: (i) Buyer: (a) gives notice in writing within 2 Business Days of discovery that some or all of the Goods do not comply with the warranty in clause 3.1; and (b) gives further notice in writing including a detailed written report of such non-compliance within 5 Business Days of the initial notice; (ii) Echo Internet is given a reasonable opportunity of examining such Goods (which may include accessing Buyer's premises); and (iii) Buyer (if Echo Internet requests) returns such Goods to Echo Internet's place of business at Buyer's cost. These Conditions shall apply to any repaired or replacement Goods supplied under this clause.
- 3.3 Echo Internet is not liable for the Goods' failure to comply with the warranty in clause 3.1 if: (i) Buyer makes further use of such Goods after giving notice under clause 3.2 (unless approved in advance in writing by Echo Internet); (ii) the defect arises because Buyer failed to follow Echo Internet's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; (iii) the defect arises as a result of Echo Internet following Buyer's Specification; (iv) Buyer alters/repairs such Goods without the written consent of Echo Internet; (v) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; (vi) the Goods differ from the Goods Spec as a result of changes made to ensure they comply with Applicable Law.
- 3.4 Delivery dates are approximate only and time of delivery is not of the essence. Delivery shall be completed on the Goods' arrival at the Delivery Location. Buyer is responsible for unloading.
- 3.5 Echo Internet shall deliver the Goods to the Delivery Location at any time after Echo Internet notifies Buyer that the Goods are ready. Where agreed by Echo Internet, Echo Internet shall arrange for transportation from the Delivery Location to the End Destination on behalf of Buyer. Where the Delivery Location is at the premises of Echo Internet, Buyer shall collect the Goods from the Delivery Location within 2 Business Days of Echo Internet notifying Buyer that the Goods are ready. Delivery of the Goods is completed on the completion of loading of the Goods at the Delivery Location.
- 3.6 If Buyer fails to accept/take delivery of the Goods (including failing to provide appropriate delivery instructions to Echo Internet within 2 Business Days of Echo Internet notifying Buyer that the Goods are ready): (i) delivery of the Goods is deemed to be complete at 9.00am on the 2nd Business Day following attempted delivery/notification that the Goods are ready; and (ii) Echo Internet shall store the Goods until delivery takes place, and charge Buyer for all related costs and expenses (including insurance). If 20 Business Days after Echo Internet notified Buyer that the Goods were ready for delivery Buyer has not accepted or taken delivery of them, Echo Internet may resell or otherwise dispose of all/part of the Goods and, after deducting reasonable storage and selling costs: (i) account to Buyer for any excess; or (ii) charge Buyer for any shortfall below, the price of the Goods.
- 3.7 Echo Internet may deliver in instalments, each constituting a separate Contract, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle Buyer to cancel any other instalment.
- 3.8 Risk in the Goods shall pass to Buyer on completion of delivery at the Delivery Location. Where Echo Internet arranges transport from the Delivery Location to the End Destination on behalf of Buyer, such Goods are at Buyer's risk.
- 3.9 Title to the Goods shall not pass to Buyer until Echo Internet has received payment in full (in cleared funds) for the Goods/Services (and any other goods/services that Echo Internet has supplied to Buyer/any part of its group for which payment is due). From delivery until title has passed to Buyer, Buyer shall: (i) hold the Goods on a fiduciary basis as Echo Internet's bailee; (ii) store the Goods separately from all other goods and ensure they are readily identifiable as Echo Internet's property; (iii) not remove/deface/obscure any identifying mark or packaging on or relating to the Goods; (iv) maintain the Goods in satisfactory condition and keep them insured on Echo Internet's behalf against all risks for their full price; (v) give Echo Internet such information relating to the Goods as Echo Internet requires, but Buyer may resell/use the Goods in its ordinary course of business.
- 3.10 If an Insolvency Event occurs (or Echo Internet believes that the same is about to occur) before title to the Goods passes to Buyer, if the Goods have not been resold/irrevocably incorporated into another product/service, (without limiting any other right or remedy Echo Internet may have) Echo Internet may demand Buyer deliver up the Goods and, if Buyer fails to do so promptly, enter any premises of Buyer (or a third party) where the Goods are stored to recover them.

4 SERVICES

- 4.1 In consideration for the payment of the applicable Charges set out in a Contract, Echo Internet shall provide the Services detailed in such Contract to Buyer in all material respects in accordance with: (i) the Services Spec; and (ii) the Service Level Agreement. Echo Internet shall use reasonable endeavours to meet any performance dates specified in the Services Spec and the Service Level Agreement, but any such dates are estimates only and time is not of the essence for the performance of the Services. Echo Internet provides an industry standard web hosting platform the technical specifications of which are published on the Echo Internet Website and Echo Internet do not warrant the compatibility or suitability of any third party web applications for use with the Services. It is Buyer's responsibility to ensure compatibility of any required third party applications with the Services.

- 4.2 The provision of the Services may include Echo Internet making available the Supplied Software for use by Buyer where stated in the Services Spec. Such Supplied Software is made available by Echo Internet on a monthly subscription basis, charged per “CAL” (Client Access Licence), based upon the number of Buyer Personnel who access the applicable Supplied Software product in any calendar month.
- 4.3 Echo Internet shall have the right to make any changes to the Services which: (i) are necessary to comply with any Applicable Law or safety requirement; (ii) result from a Sourcing Issue; or (iii) which do not materially affect the nature or quality of the Services, and Echo Internet shall notify Buyer in any such event.
- 4.4 Buyer shall:
- 4.4.1 at all times comply with the Echo Internet Website “Terms of Use”, which can be viewed at www.echointernet.uk/website-terms-of-use. Echo Internet may amend the Website Terms of Use from time to time by updating the terms accessed by the above link and Echo Internet shall notify Buyer of any such changes;
- 4.4.2 only use the Services for lawful purposes and shall not use the Services:
- 4.4.2.1 in any way that breaches any applicable local, national or international law or regulation;
- 4.4.2.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 4.4.2.3 for the purpose of harming or attempting to harm minors in any way;
- 4.4.2.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below:
- Content Standards**
- Content must:*
- (a) be accurate (where they state facts);
- (b) be genuinely held (where they state opinions);
- (c) comply with applicable law in England and Wales and in any country from which they are posted;
- Contributions must not:*
- (a) contain any material which is defamatory of any person;
- (b) contain any material which is obscene, offensive, hateful or inflammatory;
- (c) promote sexually explicit material;
- (d) promote violence;
- (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) infringe any copyright, database right or trade mark of any other person;
- (g) be likely to deceive any person;
- (h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) promote any illegal activity;
- (j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (k) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (l) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- (m) give the impression that they emanate from Echo Internet, if this is not the case;
- (n) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
- 4.4.2.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 4.4.2.6 to knowingly transmit any data, send or upload any material that contains Harmful Code;
- 4.4.2.7 to reproduce, duplicate, copy or re-sell any part of the Echo Internet Website other than as expressly permitted by Echo Internet;
- 4.4.3 not (and shall not attempt to) probe, scan, penetrate or test the vulnerability of any systems or networks of Echo Internet or to breach any of Echo Internet's security or authentication measures, whether by passive or intrusive techniques, without Echo Internet's prior written consent;
- 4.4.4 not access without authority, interfere with, damage or disrupt:
- 4.4.4.1 any part of the Echo Internet Website or the provision of services by Echo Internet;
- 4.4.4.2 any equipment or network on which the Echo Internet Website is held or any services are provided from or through; or
- 4.4.4.3 any software used in the provision of the Echo Internet Website or any services of Echo Internet;
- 4.4.5 at all times keep secure (and ensure that the Buyer Personnel keep secure) all access codes, passwords and keys issued to Buyer/Buyer Personnel by Echo Internet in relation to any Services;

- 4.4.6 ensure passwords/access codes chosen by Buyer/Buyer Personnel for use with the Services and for use on any part of a Hosted Environment must: (i) consist of at least 8 mixed alpha and numeric characters with case variations; (ii) not include a common word; (iii) not be reused (all passwords and access codes used or generated by Buyer must be unique for each application); and (iii) are changed regularly. Buyer must not permit the use of any 'default' preselected or preconfigured passwords or access codes supplied with software Buyer installs within a Hosted Environment. Passwords generated by Softaculous, cPanel and Echo Internet's other automated systems are expressly excluded from this clause due to the random nature of the password which is generated;
 - 4.4.7 keep Hosted Websites secure by ensuring that the software components such websites are comprised of remain up-to-date. Echo Internet may from time to time contact Buyer by email, informing Buyer of relevant CVEs (Common Vulnerability Exploits) and Buyer shall also monitor security announcements made by the developers of software used by Hosted Websites. Buyer agrees to act promptly following any such notifications and/or announcements, ensuring the relevant remedial actions are performed where applicable;
 - 4.4.8 ensure that the terms of the Order (and, where applicable, Buyer's Specification) are complete and accurate;
 - 4.4.9 co-operate with Echo Internet in all matters relating to the Services and provide all information and materials as Echo Internet may reasonably require;
 - 4.4.10 where applicable, provide Echo Internet, its employees, agents, consultants and subcontractors access to Buyer's premises and other facilities as reasonably required by Echo Internet to provide the Services;
 - 4.4.11 where applicable, prepare Buyer's premises for receipt of the Services; and
 - 4.4.12 for the duration that any Hosted Software is installed on the Hosted Environment, ensure it obtains and maintains any and all third party licences as are necessary for the same and that it operates in strict compliance with the terms of such licences. Buyer acknowledges that it is Buyer's sole responsibility to ensure the same;
 - 4.4.13 where any Supplied Software is made available subject to user volume limitations, accurately and truthfully report all actual usage of the Supplied Software by Buyer/Buyer Personnel, including alterations in such usage; and
 - 4.4.14 obtain (before the Services are due to start), maintain and abide by the terms of any and all licences, permissions and consents necessary for Buyer's receipt of the Services.
- 4.5 Where Echo Internet is required to respond to and mitigate security incidents which occur as a direct result of security issues with Hosted Websites or use of Cloud Servers (and Echo Internet can reasonably demonstrate the same was caused by Buyer's negligence or failure to comply with these Conditions), such activity shall constitute Additional Services and Echo Internet shall be entitled to charge Buyer accordingly.
- 4.6 Where there is a Buyer Default, Echo Internet (without limiting its other rights or remedies) may suspend performance (and is relieved from its performance obligations) until Buyer remedies the same.
- 4.7 For security reasons Echo Internet operates closed datacentre facilities. Physical access to any servers or related equipment at any Echo Internet data centre locations by clients is not permitted. Only fully authorised staff are permitted access to work onsite at these facilities.

4.8 Domain Name Services

The following applies where Echo Internet agrees to perform Domain Name Services:

- 4.8.1 To complete the registration of a domain name, Buyer acknowledges that, in addition to these Conditions, Buyer (and any third party on whose behalf Buyer is registering the domain name) has read, understood, and agrees to be bound by the terms and conditions published by Echo Internet's wholesale domain providers and the terms and conditions of the various relevant domain registries, including ICANN, EURID and Nominet.

Nominet's terms and conditions can be viewed at:
<http://www.nominet.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>
- 4.8.2 Echo Internet makes no representations or warranties (express or implied) of any kind that a requested domain name is available for registration or the likelihood of a registration being successful and Buyer acknowledges that any registration is subject to any registration requirements of the appropriate registry. Echo Internet may, at its sole discretion, elect to accept or reject any application for registration of a domain name for any reason, including rejection due to a request for registration of a prohibited domain name. Where Echo Internet agrees to perform Domain Name Services, it will use its reasonable endeavours to register the applicable domain name(s).
- 4.8.3 Buyer's application for registration of a domain will not be processed until Echo Internet receives the applicable Charges in advance. If Echo Internet does register a domain name prior to payment of the Charges, Echo Internet reserves the right to cancel that registration or restrict use of the domain name until payment has been received in full. All applicable Charges are non-refundable, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term. In the event of a charge back by a payment card company or other payment provider authorised by Echo Internet, the domain name registration shall be transferred to Echo Internet as the paying entity for the registration. Echo Internet may reinstate Buyer's domain name registration at its sole discretion upon its receipt of the full registration or renewal fee and its current reinstatement fee per domain name of £100.
- 4.8.4 Upon Echo Internet's receipt of domain name registration information from Buyer, Echo Internet shall submit the information to the registry administrator for the appropriate top-level domain for approval and processing. The registry administrator then puts into effect the domain name registration. ICANN acts as the registry administrator for the .com, .net, .org, .mobi top-level domains, EURID acts as the registry administrator for .eu top-level domains and Nominet acts as the registry administrator for .uk top-level domains. Other top-level domains (TLDs) are administered by their corresponding registries.
- 4.8.5 For avoidance of all doubt, it shall remain Buyer's sole responsibility to check if the domain name has been successfully registered by contacting the appropriate registry or authority.

- 4.8.6 Following successful registration, Echo Internet will use reasonable endeavours to notify Buyer of any renewal dates via the Contact Email.
- 4.8.7 Buyer represents, warrants and undertakes to Echo Internet that the registration of any domain name requested by Buyer pursuant to the Services and the manner in which it is to be directly or indirectly used:
- 4.8.7.1 will not infringe the Intellectual Property Rights of Echo Internet or any third party; and
- 4.8.7.2 is not being made in bad faith or could be considered to be an abusive registration under the relevant registration authority's dispute policies and procedures; and
- 4.8.7.3 will at no time whatsoever be used for any unlawful purposes.
- 4.8.8 As per ICANN policy, new domains registered with Echo Internet (as Buyer's registrar) cannot be transferred to a new registrar until the domain is 90 days old. This 90 day period is referred to as the "no transfer window". The same "no transfer window" applies when an expired domain is renewed or restored after being in the registry redemption period. Once 90 days have passed after the renewal of such domains they are then free to be transferred again.
- 4.8.9 Subject to clause 4.8.10, Echo Internet will endeavour to automatically raise a domain renewal invoice 21 days prior to the expiry of a domain name except for any domain for which Buyer have disabled the "Auto Renew" facility via the Client Area. All domain names automatically renewed by Echo Internet in accordance with this clause will automatically renew for the same period that they were originally registered for. Buyer acknowledge and agree that Echo Internet may vary the domain renewal pricing from time to time without prior direct notice to Buyer. Echo Internet will attempt to automatically take payment for any domain renewal invoices raised in accordance with this clause, subject to Buyer having an agreed credit account in place or subject to Buyer having previously lodged valid payment card details on Buyer's account with Echo Internet and only if payment card is specified as the default payment method for the domain which is being renewed. Buyer acknowledges and agrees that Echo Internet may take payment for domain renewals up to 7 days in advance of the domain renewal date, in order to avoid any possible delays and ensure payment is delivered before the domain expires.
- 4.8.10 Buyer hereby acknowledges and agrees that it is at all times Buyer's responsibility to ensure that Buyer's domains are renewed successfully and in a timely fashion. Echo Internet accepts no responsibility and excludes liability for the loss of registration of any domain that has failed to be renewed due to an invalid email address provided to Echo Internet, late payments received or technical faults.
- 4.8.11 Buyer is responsible for the correct input of the domain name at the time it is requested. Buyer acknowledges that Echo Internet is unable to change or edit the spelling of any domain name after it is registered. Echo Internet is not liable to refund or issue any form of compensation to Buyer for any errors or omissions on Buyer's part.
- 4.8.12 Domain name registrations expire on the day immediately following their renewal date and Buyer acknowledges this is outside Echo Internet's control. As such, Echo Internet strongly recommends renewing domain names a minimum of 48 hours before their expiration date to avoid any interruption in service. A domain name shall expire if Echo Internet is unable to take payment via the method stored on Buyer's Echo Internet account prior to the domain expiry date or if Buyer fails to manually renew the domain name prior to the expiry date.
- 4.8.13 If a domain name is not renewed between 5 and 30 days after its expiry date, it shall be deemed to have entered the "redemption period". Echo Internet may, at its sole discretion, carry out the following actions for domains which are in their redemption period: (i) renew the domain name; or (ii) park the domain name on different Name Servers from those set by the customer including the Echo Internet Name Servers or other Name Servers of Echo Internet's choosing. Echo Internet makes no guarantee that domains in their redemption period will be retrievable or renewable. These limitations are imposed upon Echo Internet by the policies and procedures of domain registries and Buyer acknowledges these are outside Echo Internet's control. Echo Internet will endeavour to give Buyer the ability to contact Echo Internet during the redemption period to retrieve and renew the domain name where applicable at the registry, provided that Buyer will pay all registry fees and costs associated with said renewal.

4.9 Email Services

The following applies where Echo Internet supplies Email Services.

4.9.1 Catch-all Email Accounts

Buyer shall not use "catch all" email accounts on any Service residing within the Hosted Environment. This is the practice of [anything]@yourdomain.com directing all mail to a single mailbox. This practice is out-of-date and results in excessive levels of spam, both for Buyer and for Echo Internet's spam filtering systems. To use an email address, Buyer must login to Buyer's control panel and create the required mailbox, catch-all mailboxes are prohibited and if found will be removed without notice or Buyer's account suspended.

4.9.2 Unprotected Email Forwarders

Buyer shall not use or allow the use of "unprotected email forwarders", i.e. email forwarding from the Hosted Environment which results in the delivery of excessive amounts of spam or unsolicited commercial email to email addresses and third party mail systems outside Echo Internet's network. Email forwarders found to regularly relay spam or other unwanted email will be removed without notice or Buyer's account suspended.

4.9.3 Antispam Service

Echo Internet's Antispam service is subject to fair usage, at Echo Internet's determination. Some email domains may receive such a high volume of spam email that it will not be possible for Echo Internet to provide Antispam filtering service to them, due to the excessive email traffic. Whilst Echo Internet's Antispam service is a dedicated system for handling huge volumes of spam, it does have limits. Should the quantity of spam or number of mailboxes in use on a filtered domain exceed what Echo Internet believes to be 'fair use' limits for Buyer's associated Service then Echo Internet will notify Buyer that Antispam filtering will not be continued for Buyer's domain and a Service upgrade or alternative arrangements may be suggested.

4.9.4 Sending Email

- 4.9.4.1 Buyer shall not use Email Services or the Hosted Environment to send bulk mail under any circumstances. Buyer may use Buyer’s dedicated or cloud server system to send bulk mail, subject to the restrictions in these terms and conditions.
- 4.9.4.2 Buyer shall at all times comply with Applicable Law in respect of the sending of emails and in particular those aspects of the Data Protection Legislation, which relate thereto. Buyer must not send any email, which violates the precepts of the Data Protection Legislation, whether commercial or non-commercial in nature, to any person who has indicated that they do not wish to receive it.
- 4.9.4.3 Buyer must obtain Echo Internet’s advance approval for any bulk commercial email, for which Buyer must be able to demonstrate the following to Echo Internet’s reasonable satisfaction: (a) Buyer has a valid lawful basis under the Data Protection Legislation to send the e-mails it wishes to send; (b) Buyer retains evidence of the lawful basis on which it is relying in a form that may be promptly produced within 72 hours of receipt of recipient’s or Echo Internet’s requests to produce such evidence; (c) The body of each email includes information about where the email address was obtained, for example, “Buyer opted in to receive this email promotion from Echo Internet’s Web site or from one of Echo Internet’s partner sites,” and information on how to request further information, for example, “If Buyer would like to learn more about how Echo Internet received Buyer’s email address please contact Echo Internet at abuse@yourdomain.com”; (d) Buyer has procedures in place that allow a recipient to opt-out of further marketing e-mails – such as a link in the body of the email, or instructions to reply with the word “Remove” in the subject line and such opt-outs are implemented within 72 hours; (e) Buyer has posted an abuse@yourdomain.com email address on the first page of any website associated with the email, registered that address at abuse.net, and promptly responds to messages sent to that address; (f) Buyer has an appropriate privacy policy posted for each domain associated with the mailing; (g) Buyer has the means to track anonymous complaints; (h) Buyer has the means to track permanent (hard) bounces and email addresses associated with these hard bounces are removed from all associated mailing lists within 72 hours; (i) Buyer does not obscure the source of Buyer’s email in any manner. Buyer’s email must include the recipient’s email address in the body of the message or in the “TO” line of the email. These policies apply to messages sent using the Hosted Environment, or to messages sent from any network by Buyer or any person on Buyer’s behalf that directly or indirectly refer the recipient to a Hosted Website. Buyer may not use third party email services that do not have similar procedures for all its customers.
- 4.9.4.4 Echo Internet may test and monitor Buyer’s compliance with these requirements, including requesting opt-in information from a random sample of Buyer’s list at any time and Buyer agrees to respond to these requests within 48 hours.

4.10 Website Hosting Services

The following applies where Echo Internet provides Website Hosting Services:

4.10.1 Free Website Migration Service

- 4.10.1.1 Echo Internet offers a free service for the migration of a website from another hosting company. The success of this service is dependent on the type and quality of the hosting being used as the source of Buyer’s data. Echo Internet does not guarantee the quality of migrations, which are offered on a reasonable endeavours basis, and are largely dependent on the responsiveness and level of testing to be completed by Buyer.
- 4.10.1.2 Buyer acknowledges that migrations are performed by Echo Internet in a single batch. If Buyer has multiple websites then Echo Internet will arrange a window to migrate all websites together. It is not feasible to perform migrations site-by-site over long periods of time, unless special terms are agreed with Echo Internet as part of Buyer’s on-boarding process.
- 4.10.1.3 Any additional work Buyer may require from Echo Internet staff which, at Echo Internet’s discretion, does not fall within Echo Internet’s usual free migration boundaries shall constitute Additional Services. Echo Internet will agree such Additional Services with Buyer in writing prior to commencement.
- 4.10.1.4 Echo Internet reserves the right to refuse website migration work for any reason and to withdraw free website migration services at any time without notice to Buyer.
- 4.10.2 Echo Internet will immediately suspend any Hosted Website that Echo Internet has reason to suspect has already or may in future be security compromised and which may otherwise constitute a security threat to Echo Internet’s infrastructure, that of Echo Internet’s customers or the wider internet community. Echo Internet will contact Buyer in the event of such a suspension and request where applicable that Buyer restore the Hosted Website(s) and any Hosted Data from Buyer’s own clean uncompromised backups and then promptly update affected software or systems and fix the security exploits which were instrumental in the Hosted Website security compromise. Buyer agrees to respond to any such requests made by Echo Internet within 24 hours and Buyer acknowledges that any related Services will remain suspended (and Hosted Websites shall remain publically inaccessible) until Buyer can demonstrate, to Echo Internet’s satisfaction, that Buyer has competently addressed any security vulnerabilities. Failure to fully comply and cooperate fully with this clause shall constitute a material breach of these Conditions and will be grounds for immediate termination of all Contracts.

4.11 Shared Hosting

The following applies where Echo Internet makes available Website Hosting on a “shared hosting” basis:

- 4.11.1 Buyer acknowledges that the Hosting Environment is part of a shared environment intended for use by multiple customers of Echo Internet.
- 4.11.2 Echo Internet may:
- 4.11.2.1 enact defensive movements as it sees fit to maintain the stability and availability of the Hosting Environment and associated services for all of its clients.

- 4.11.2.2 remove or modify any files, scripts or other items stored within the Hosted Environment without notice to Buyer and for any reason Echo Internet deems fit, including: (a) removal of items which contain known or suspected security vulnerabilities which Echo Internet believes may directly or indirectly pose a threat to Echo Internet’s systems or those of other users on the internet; (b) removal of items which directly or indirectly result in a disproportionate load on Echo Internet’s servers or network; (c) removal of items in violation of Echo Internet’s Acceptable Use of the Services as outlined within these terms and conditions (and in particular clause 4.4); and (d) removal of archive data including backups of shared hosting data. All backup archives created by Buyer on Echo Internet’s servers should be promptly downloaded and stored on Buyer’s own computer systems. For the avoidance of doubt, shared hosting accounts may not be used for long term storage of backup data of any kind.
- 4.11.3 Buyer agrees:
- 4.11.3.1 to use Echo Internet’s shared hosting Services only for the purpose of hosting the Hosted Website(s). No bulk processing, background scripts, or other resource-intensive activity is permitted without the written consent of Echo Internet;
- 4.11.3.2 that all content uploaded to the Hosted Environment must be publicly accessible via HTML webpages accessible via a standard web browsing programme accessible via a domain or sub-domain associated with the Hosted Website via the HTTP protocol;
- 4.11.3.3 that no “Formmail” script shall be uploaded. Scripts specifically using the filename (or including the name) “formmail” are prohibited, irrespective of their actual content;
- 4.11.3.4 to ensure that all publically accessible web forms are protected using industry standard CAPTCHAs (Completely Automated Public Turing Test); and
- 4.11.3.5 subject to clause 4.11.3.4 above, that it shall not use or allow the use of “unprotected email forwarders”, i.e. email forwarding from the Hosted Environment which results in the delivery of excessive amounts of spam or unsolicited commercial email to email addresses and third party mail systems outside Echo Internet’s network, including via any web form or script which is not (in Echo Internet’s opinion) adequately protected from abuse. Email forwarders found to regularly relay spam or other unwanted email will be removed without notice or Buyer’s account suspended.
- 4.11.4 Usage of the Hosted Environment is checked frequently and Buyer will receive notification via the Contact Email when bandwidth or disk usage is nearing the account limit. Over usage will result in automatic account suspension unless a prior agreement has been reached with Echo Internet.
- 4.11.5 If Buyer believes that a Hosted Website may be susceptible to high or otherwise abnormal usage, Buyer shall notify Echo Internet of the same and the parties shall then discuss the suitability of Echo Internet’s shared Hosting Environment.
- 4.11.6 Buyer agrees that Echo Internet will have administration rights in relation to any shared Hosting Environment servers, and Echo Internet may refuse any request to change the configuration of a shared Hosting Environment server at Echo Internet’s sole discretion.

4.12 Cloud Server Services

The following applies where Echo Internet provides Cloud Server Services:

- 4.12.1 Buyer acknowledges that the Hosting Environment is part of a shared environment intended for use by multiple customers of Echo Internet.
- 4.12.2 Echo Internet may:
- 4.12.2.1 enact defensive movements as it sees fit to maintain the stability and availability of the Hosting Environment and associated services for all of its clients. This may in extreme cases include, but is not limited to, all or one of the following: throttling of disk IOPS (Input Output Operations per Second), throttling of CPU priority relative to other cloud servers and throttling of network traffic.
- 4.12.2.2 remove or modify any files, scripts or other items stored within the Hosted Environment without notice to Buyer and for any reason Echo Internet deems fit, including: (a) removal of items which contain known or suspected security vulnerabilities which Echo Internet believes may directly or indirectly pose a threat to Echo Internet’s systems or those of other users on the internet; (b) removal of items which directly or indirectly result in a disproportionate load on Echo Internet’s servers or network; and (c) removal of items in violation of Echo Internet’s Acceptable Use of the Services as outlined within these terms and conditions (and in particular clause 4.4).
- 4.12.3 Buyer shall furnish Echo Internet with valid ‘root’ or administrative login credentials for the Cloud Server and ensure that Echo Internet is promptly notified of any changes subsequently made by Buyer to these login credentials at all times. Furthermore, Buyer acknowledges that, in the event of an emergency relating to the Cloud Server, where Echo Internet does not have valid login credentials, Echo Internet may shutdown or suspend the Cloud Server as a mitigating action until such time as Echo Internet is provided with the valid credentials Echo Internet requires to gain full access to the Cloud Server and resolve the issue. Echo Internet shall not be liable to Buyer under its Service Level Agreement nor in any other respect for damages resulting from this downtime.
- 4.12.4 If Buyer has reason to believe login credentials for a Cloud Server or other system running in the Hosted Environment may have been compromised, Buyer must notify Echo Internet immediately.
- 4.12.5 Buyer is responsible for selecting an appropriate level of “RAM” (Random Access Memory) for each Cloud Server. Cloud Servers must have sufficient RAM for the operations they are performing at all times. Cloud Servers specified with insufficient RAM to support the workloads running on them may begin “swapping to disk” – a process whereby the Cloud Server uses disk space as additional RAM. Cloud Servers that are detected swapping to disk may be suspended and Echo Internet shall not be liable to Buyer under its Service Level Agreement nor in any other respect for damages resulting from this downtime. If Buyer believes it may require an upgrade of the RAM on a Cloud Server, it must inform Echo Internet immediately to discuss upgrade options.

- 4.12.6 If Buyer believes a Cloud Server may be susceptible to high or otherwise abnormal usage, it must inform Echo Internet immediately to discuss upgrade options.
- 4.12.7 Echo Internet is not obliged to provide any form of management services in respect of any Cloud Server unless Buyer has contracted to receive Server Management Services in respect of such Cloud Server.

4.13 Server Management Services

The following applies where Echo Internet provides Server Management Services:

- 4.13.1 Buyer may elect to add Server Management Services to any Cloud Server. Each Cloud Server to be managed by Echo Internet must have its own server management option added unless otherwise agreed in writing by Echo Internet.
- 4.13.2 Server Management Services consist of: monitoring, general maintenance, updates and security hardening of core software packages to ensure the Cloud Server performs as expected. Echo Internet also includes additional administrative duties (such as installing custom server software requirements or accommodating customer requests) of up to 2 hours per month (“**Inclusive Administrative Hours**”). Additional management work, over and above the Inclusive Administrative Hours, will constitute Additional Services. Echo Internet will agree such Additional Services with Buyer in writing prior to commencement.
- 4.13.3 Echo Internet will use its reasonable endeavours to satisfy Buyer’s requests for technical and/or administrative changes to managed Cloud Servers within the Inclusive Administrative Hours. Certain tasks however, such as repairing software/system faults caused by Buyer, or installing certain additional software packages will constitute Additional Services. Where agreed with Buyer in writing in advance, Echo Internet will perform such Additional Services pursuant to a Contract.

5 RESALE OF SERVICES

- 5.1 Buyer shall not resell any of the Services under any circumstances, without the prior written consent of Echo Internet.
- 5.2 If Buyer is authorised by Echo Internet to resell any Services, Buyer agrees to at all times ensure that Buyer’s own customers adhere to terms and conditions which are in all material respects similar to these Conditions. Notwithstanding the foregoing, Buyer shall remain wholly responsible for and shall be held liable for any and all breaches of these Conditions resulting from the acts or omissions of its customers.
- 5.3 Echo Internet will provide technical support for resold Services directly to Buyer only (and only to the extent it is required to do so pursuant to the applicable Contract). Buyer shall provide first-line technical support to Buyer’s customers at all times, escalating more complex support requests to Echo Internet only where necessary and justifiable. Furthermore, Buyer acknowledges that Echo Internet is under no obligation to communicate with, respond to, or directly support Buyer’s customers on Buyer’s behalf, for any reason.
- 5.4 In the event that Services are terminated for whatever reason, Echo Internet will not be responsible for providing any services to Buyer’s customers.
- 5.5 Notwithstanding clause 5.4 above, Echo Internet reserves the right to directly contact and conduct business with a customer of Buyer only if one or both of the following apply:
- 5.5.1 Buyer is unable or unwilling (in the reasonable opinion of Echo Internet) to fulfil its ongoing business obligations to the applicable customer; and/or
- 5.5.2 the applicable customer is dissatisfied with the service provided by Buyer and independently directly makes contact with Echo Internet to request assistance.
- 5.6 Buyer shall not represent itself as Echo Internet or promote itself or its businesses in such a way as to suggest approval or endorsement on Echo Internet’s part where none exists.

6 HOSTED DATA/MATERIALS

- 6.1 Echo Internet acknowledges that it has no commercial interest in any Hosted Data. Echo Internet will never knowingly provide any third party with unauthorised access to Hosted Data, except as detailed in clause 6.3.
- 6.2 Buyer acknowledges and agrees that Buyer is, at all times, the data controller of in relation to any personal data supplied to Echo Internet (whether as part of the Hosted Data or otherwise) for the purpose of the Data Protection Legislation. In providing the Services to Buyer which assist in the electronic storage, processing and retrieval of Buyer’s Hosted Data, Echo Internet is a data processor. Buyer agrees to procure all necessary consents from any relevant data subjects for the processing of any personal data contained within the Hosted Data.
- 6.3 Where Buyer supplies personal data to Echo Internet, it will process such data in accordance with Echo Internet’s Privacy Policy, which can be viewed at www.echointernet.net/privacy-policy. Echo Internet may amend the Privacy Policy from time to time by updating the policy accessed by the above link and Echo Internet shall notify Buyer of any such changes, giving no less than 30 days’ advance notice of the same to the Buyer.
- 6.4 Where Echo Internet agrees to hold/use Buyer Materials other than Hosted Data, Echo Internet shall use its reasonable endeavours to keep such materials secure but title to and risk in the same shall remain with Buyer, save that: (i) if Buyer fails to make any payment due to Echo Internet, Echo Internet may effect a right of lien over the Buyer Materials; and (ii) if any payment remains unpaid 60 days or more beyond the Due Date, title to any Buyer Materials shall automatically transfer to Echo Internet.
- 6.5 All Echo Internet Materials remain the exclusive property of Echo Internet. Risk in the same shall pass to Buyer on delivery to Buyer at the Delivery Location. Where Echo Internet arranges transport from the Delivery Location to the End Destination for Buyer, such Echo Internet Materials are at Buyer’s risk during such transport. Buyer’s use of Echo Internet Materials is limited to that expressly permitted and until the same are returned to Echo Internet, the provisions of clause 3.9 (i), (ii) (iii), (iv) and (v) shall apply equally to the Echo Internet Materials (save that Buyer has no right to sell the same). At any time, Echo Internet may demand Buyer deliver up any Echo Internet Materials (without limiting any other rights or remedies of Echo Internet) and if Buyer fails to do so promptly, enter any premises of Buyer (or a third party) where the Echo Internet Materials are stored to recover them. Buyer hereby agrees that it shall not attempt to effect any right of lien over the Echo Internet Materials.

6.6 Data Backups

- 6.6.1 Buyer acknowledges that it is solely responsible for the safety of all data uploaded to the Services and that it is Buyer's responsibility to store working backups of its data at all times in accordance with its own data backup, protection and retention policies.
- 6.6.2 Echo Internet's systems incorporate elements of backup systems (such as the CDP backup system and the Veeam cloud backup system) for convenience only. Echo Internet does not guarantee their availability, usability, or integrity. Echo Internet's backups are not intended to replace Buyer's backup procedures.
- 6.6.3 It is Buyer's sole responsibility to ensure it has a backup of all of its data at all times and as such, Echo Internet advises Buyer to take its own backups of all data regularly.

7 CHARGES AND PAYMENT

- 7.1 Subject to clause 7.4, the price for Goods/Services is the price set out in the Order or, if no price is quoted:
 - 7.1.1 the price set out in Echo Internet's published price list as at the date of delivery/performance; or
 - 7.1.2 where applicable regarding Services, on a time and materials basis as follows: (a) calculated using the Hourly Rates; (b) Hourly Rates are based on a 7 hour day from 9.00am to 5.00pm on Business Days (with an hour break) and are charged in half hour increments – where work has commenced in any half hour period, Buyer will be charged for that half hour; (c) overtime at 150% of the Hourly Rate for each hour worked outside the 7 hour day referred to above; and (d) expenses reasonably incurred including travelling expenses/hotel costs/subsistence and any associated expenses and services/materials provided by third parties.
- 7.2 Commencement of performance by Echo Internet is dependent upon receipt of payments which are payable in advance. Subsequent payments are due on a recurring date that coincides with billing period associated with the Services (monthly, annual, biennial or triennial).
- 7.3 If Buyer disputes a charge that Echo Internet reasonably determines is a valid charge under the provisions of these terms and conditions, Buyer agrees to reimburse Echo Internet for its costs incurred in dealing with the dispute, which may include an administrative fee set by Echo Internet (following a request from Echo Internet for the same).
- 7.4 Echo Internet reserves the right to change the pricing of its Services at any time. Such changes will take effect on the next billing date on or after the stated effective date of the change. In the case of a price increase, Echo Internet will give Buyer no less than 30 days' advance written notice of the new pricing becoming effective. During such notice period, Buyer may cancel any related Services.
- 7.5 Echo Internet reserves the right to: (i) increase the price of the Goods/Services, giving notice to Buyer at any time before delivery/performance, to reflect any increase in the cost of the Goods/Services to Echo Internet that is due to: (a) a Sourcing Issue or a change in Applicable Law; (b) any request by Buyer to change the delivery/performance date(s)/quantities or types of Goods/Services ordered/the Goods Spec or Services Spec; or (c) any delay caused by any instructions of Buyer in respect of the Goods/Services or failure of Buyer to give Echo Internet adequate or accurate information or instructions in respect of the Goods/Services; and (ii) increase its Hourly Rates. Echo Internet will give Buyer written notice of any such increase 30 days before applying the increase, save in respect of a change resulting from a Sourcing Issue or a change in Applicable Law, in which case, Echo Internet will give Buyer no less than 7 days' written notice of the increase. If the increase is not acceptable to Buyer, it may terminate the Contract pursuant to clause 14.1.1.
- 7.6 Echo Internet shall invoice Buyer (in GBP) for: (i) Goods on/any time after completion of delivery; (ii) Services (other than Additional Services) in advance, based upon the applicable billing cycle; and (iii) Additional Services in arrears. Prices are exclusive of: (i) all packaging/insurance/transport costs; and (ii) value added tax, which shall be added to the invoices where applicable (and where Buyer is located in an EU state other than the UK, in order for a zero rate invoice to be supplied, Buyer must supply its value added tax number). Renewal invoices are generated 14 days in advance of the Service billing date and sent to the Contact Email. It is Buyer's responsibility to ensure the Contact Email is kept up to date and can receive emails from any '@echointernet.uk' address. Echo Internet does not provide paper or hard-copy invoices to its clients. PDF (Portable Document Format) invoices are sent to the Contact Email and are also available for download in the Client Area.
- 7.7 Buyer shall pay each invoice in full (without any deduction/withholding) under the Credit Terms and time for payment is of the essence. Should Echo Internet believe that the credit worthiness of Buyer has reduced, Echo Internet may vary the Credit Terms on written notice to Buyer. Should an invoice remain unpaid for 3 or more days, Echo Internet shall have the right to suspend any or all of the Services.
- 7.8 Echo Internet may, without limiting its other rights or remedies, set off any amount owing to it by Buyer against any amount payable by Echo Internet to Buyer.

8 AUDIT

- 8.1 Echo Internet may at any time within business hours and on reasonable notice enter the premises of Buyer (and its subcontractors as applicable) and access Buyer's systems (and those of its subcontracts) to verify Buyer's compliance with these Conditions.
- 8.2 Buyer must promptly pay any and all applicable licensing costs, fees and charges (including applicable interest and other charges that may be applied) as determined by Echo Internet and its suppliers if, in the event of an audit of Supplied Software usage, Echo Internet determines that Buyer has historically underreported/is currently underreporting Buyer's actual usage.

9 CONSEQUENCES OF BUYER BREACH

- 9.1 In the event of any material breach (determined by Echo Internet), without limiting any other right or remedy Echo Internet may have, Echo Internet reserves the right to take any action it deems appropriate in respect of any such breach, including all or any of the following:
 - 9.1.1 issuance of a warning;
 - 9.1.2 immediate, temporary or permanent withdrawal of Services or other Echo Internet facilities;
 - 9.1.3 immediate, temporary or permanent blocking or removal of any offending activity, information or material;
 - 9.1.4 legal action, including proceedings for reimbursement of all costs on an indemnity basis (including reasonable investigation, administrative and legal costs) resulting from the breach;

- 9.1.5 seeking an injunction (if applicable) against Buyer; and/or
- 9.1.6 disclosure of such information to law enforcement authorities, and the taking of any other action reasonably deemed by Echo Internet to be necessary in order to comply with Applicable Law.
- 9.2 Echo Internet shall be entitled (but shall be under no obligation) to issue a notice of any violation of these terms and conditions and require immediate corrective action.

10 ***INDEMNITIES/LIMITATION OF LIABILITY***

- 10.1 Buyer shall indemnify Echo Internet from and against any and all liabilities, costs, expenses, damages and losses (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 Echo Internet in connection with: (i) any claim made against Echo Internet for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Echo Internet's use of Buyer's Specification; (ii) Echo Internet's storage/handling of any Buyer Materials; (iii) any failure of Buyer to obtain appropriate licences and/or consents under clause 15.2, or any subsequent revocation or non-renewal of any such licence and/or permit; (iv) any failure of Buyer to ensure compliance with Applicable Law under clause 15.2; (v) any use of the Goods, Echo Internet Materials, and/or Services by Buyer other than as envisaged under the Contract; (vi) any breach by Buyer of clauses 11-13 or the Data Protection Legislation; and (vii) any Buyer Default.
- 10.2 Nothing in these Conditions shall limit/exclude Echo Internet's liability for: (i) death/personal injury caused by its negligence; (ii) fraud/fraudulent misrepresentation; or (iii) any other liability which cannot be excluded by law.
- 10.3 In the event of any preventable disruption to Services, Echo Internet will credit Buyer's account as described in Echo Internet's Service Level Agreement.
- 10.4 Subject to clauses 10.2 and 10.3, Echo Internet's liability (whether in contract or otherwise) is limited as follows:
- 10.4.1 Echo Internet shall not be liable for: (a) any delay in delivery of the Goods; or (b) any failure to deliver the Goods that is caused by a Force Majeure Event or Buyer's failure to provide Echo Internet with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods;
- 10.4.2 if Echo Internet fails to deliver the Goods, its liability is limited to the costs/expenses incurred by Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods;
- 10.4.3 Echo Internet's total liability to Buyer in respect of a breach of warranty relating to Goods is limited repair, replacement or refund as described in clause 3.2;
- 10.4.4 Echo Internet shall not be liable for: (a) any delay in performance of the Services; or (b) any failure to perform the Services, that is caused by a Force Majeure Event or any Buyer Default; and
- 10.4.5 Echo Internet shall not be liable to Buyer for: (a) any loss of profit; (b) loss of business; (c) depletion of goodwill or similar losses; (d) loss of anticipated savings; (e) loss of goods; (f) loss of contract; (g) loss of use; (h) loss or corruption of data or information and any interruptions to Buyer's business resulting from the same; or (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising under/in connection with a Contract.
- 10.5 Subject to clause 10.2, Echo Internet's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise to Buyer in respect of all losses arising under/in connection with a Contract shall in no circumstances exceed the value of the Contract.
- 10.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. In particular, all warranties relating to fitness for purpose are excluded. This clause 10 shall survive termination.
- 10.7 Buyer acknowledges that the Goods/Services are provided at a cost commensurate with the liability limits and exclusions set out in this clause 10. Buyer confirms that it has considered carefully these limitations and exclusions on Echo Internet's liability in selecting to purchase Goods/Services from Echo Internet and agrees that the limitations and exclusions are reasonable.

11 DATA PROCESSING

- 11.1 For the purposes of the Data Protection Legislation and subject to any determination to the contrary by the Information Commissioner, the parties acknowledge that in respect of the Relevant Personal Data:
- 11.1.1 the Buyer acts as the data controller; and
- 11.1.2 Echo Internet acts as the data processor.
- 11.2 Buyer warrants to Echo Internet that it has the authority under the Data Protection Legislation to provide the Relevant Personal Data to Echo Internet in accordance with the terms of these Conditions and the Data Protection Legislation.
- 11.3 Echo Internet shall only process the Relevant Personal Data:
- 11.3.1 in accordance with the Buyer's documented instructions and as is necessary to perform the services; and
- 11.3.2 in full compliance with these Conditions and any obligations imposed on Echo Internet by the Data Protection Legislation.
- 11.4 Echo Internet will reasonably assist Buyer (at Buyer's own cost) with meeting Buyer's compliance obligations under the Data Protection Legislation, taking into account the nature of Buyer's processing and the information available to Echo Internet at the time the assistance is rendered.
- 11.5 Echo Internet shall promptly notify Buyer of any changes to the Data Protection Legislation that may adversely affect its performance of the Services.
- 11.6 Echo Internet may engage a sub-contractor to process any of the Relevant Personal Data (a "Sub-Processor"), provided that it:

- 11.6.1 informs Buyer of any intended changes concerning the addition or replacement of any Sub-Processor (and allows buyer reasonable opportunity to object to such change);
- 11.6.2 ensures that its Sub-Processor(s) are engaged on terms equivalent to those to which Echo Internet is itself subject under these Conditions;
- 11.6.3 ensures that any Sub-Processor provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation (including the requirements relating to security, integrity and confidentiality);
- 11.6.4 remains fully liable to Buyer for the performance of a Sub-Processor's data protection or confidentiality obligations, where the Sub-processor fails to fulfil them itself.
- 11.7 Echo Internet (or any Sub-Processor) may only transfer or otherwise process Relevant Personal Data outside the European Economic Area (EEA) under the following conditions:
 - 11.7.1 the processing of Relevant Personal Data takes place in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals;
 - 11.7.2 the processing occurs pursuant to a valid cross-border transfer mechanism under the Data Protection Legislation, so that Echo Internet (and, where appropriate, Buyer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the GDPR; or
 - 11.7.3 the transfer otherwise complies with the Data Protection Legislation.
- 11.8 Where Echo Internet transfers Relevant Personal Data outside of the EEA on the basis of the European Union's Standard Contractual Clauses for the transfer of personal data to processors in third countries which do not ensure an adequate level of data protection (as set out in Commission Decision C(2010)593 (the "Clauses"), Buyer hereby instructs and authorises Echo Internet to enter into the Clauses as its agent, acting on its behalf and in its name. In such a case, the Clauses shall be entered into between:
 - 11.8.1 Buyer as "Data Exporter"; and
 - 11.8.2 the Sub-Processor as "Data Importer"
- 11.9 Echo Internet shall not retain Buyer's personal data for longer than is reasonable in light of its statutory or internal governance operations, or as otherwise permitted under the Data Protection Legislation.

12 SECURITY AND PERSONNEL

- 12.1 Taking into account the latest standards and security measures, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk to the rights and freedoms of natural persons, Echo Internet shall implement and maintain appropriate technical and organisational measures to ensure that the Relevant Personal Data is processed securely.
- 12.2 Echo Internet will ensure that all Echo Internet Personnel who may come into contact with the Relevant Personal Data as part of their duties:
 - 12.2.1 are informed of the confidential nature of the Relevant Personal Data and are bound by confidentiality obligations and use restrictions in respect thereof;
 - 12.2.2 have undertaken training on the Data Protection Legislation relating to handling personal data and how it applies to their particular duties; and
 - 12.2.3 are aware both of Buyer's duties and their personal duties and obligations under the Data Protection Legislation and these Conditions.

13 SUBJECT RIGHTS AND PERSONAL DATA BREACHES

- 13.1 If a data subject makes a request relating to the exercise of his or her legal rights in relation to Relevant Personal Data, Echo Internet shall promptly forward that request onto Buyer and shall provide any information and assistance reasonably required by Buyer in order to respond to that request, at Buyer's cost.
- 13.2 If Echo Internet becomes aware of a personal data breach relating to the Relevant Personal Data, Echo Internet shall notify Buyer immediately, and thereafter provide details of the nature of the personal data breach, including where possible the categories and approximate number of data subjects concerned and the name and contact details of the contact from whom more information can be obtained.
- 13.3 Immediately following notification to Buyer under clause 13.2 above, the parties will co-ordinate with each other to investigate the matter. Echo Internet will reasonably co-operate with Buyer in this respect, including:
 - 13.3.1 assisting with any investigation;
 - 13.3.2 making available all relevant records, logs, files, data reporting and other materials required to comply with the Data Protection Legislation or as otherwise reasonably required by Buyer; and
 - 13.3.3 taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the personal data breach. Taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the personal data breach.

14 TERMINATION

- 14.1 Buyer's termination rights
 - 14.1.1 Termination notices for one or more Services must be given in writing (either in physical form or electronically from within the Client Area) a minimum of 48 hours in advance of the next billing date, with the exception of Cloud Servers for which Echo Internet requires a cancellation notice a minimum of 30 days before the next billing date.

- 14.1.2 Once a request to terminate a Service has been received, Echo Internet will provide Buyer with written email acknowledgement and confirmation of the cancellation to the Contact Email. Without written confirmation from Echo Internet, Buyer must ensure that the cancellation is shown in the Client Area and if not, contact Echo Internet.
- 14.1.3 Buyer agrees that payment for all Services (including Domain Name registration fees and set-up fees) is non-refundable, unless termination is made under clause 14.2. No refunds will be made unless a payment has been taken in error.
- 14.1.4 Any breach of these Conditions by Buyer resulting in termination by Echo Internet will not be eligible for refunds of any kind.
- 14.2 Without limiting its other rights or remedies, Buyer may terminate a Contract with immediate effect giving written notice to Echo Internet if Echo Internet commits a material breach of such Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach from Buyer.
- 14.3 Without limiting its other rights or remedies, Echo Internet may terminate one or more Contracts (or suspend the Goods/Services): (i) by giving Buyer 30 days' written notice; or (ii) with immediate effect giving written notice to Buyer where:
- 14.3.1 necessary as a result of Applicable Law;
- 14.3.2 a Sourcing Issue has occurred which affects such Goods/Services;
- 14.3.3 a Force Majeure Event prevents Echo Internet from providing Goods/Services for more than 2 weeks;
- 14.3.4 Buyer commits a material breach of its obligations under a Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach from Echo Internet;
- 14.3.5 Buyer/Buyer Personnel attempt to undermine, slander, libel, threaten, or cause harm or distress to Echo Internet/any of Echo Internet's employees, agents, subcontractors or customers;
- 14.3.6 an Insolvency Event has occurred; or
- 14.3.7 Buyer fails to pay any amount due under this Contract on the Due Date.
- 14.4 Buyer shall notify Echo Internet immediately if it becomes (or believes it may in the future become) subject to an Insolvency Event.
- 14.5 On termination of the Contract for any reason, the accrued rights/remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of any Contract which existed at/before the date of termination/expiry. Without limiting any other right: (i) Buyer shall immediately pay to Echo Internet all of Echo Internet's outstanding unpaid invoices and interest; (ii) in respect of Goods/Services supplied but for which no invoice has yet been submitted, Echo Internet shall submit an invoice, which is payable by Buyer immediately on receipt; (iii) if Buyer fails to pay in accordance with (i) and/or (ii) above, at Echo Internet's request, Buyer shall return any and all Goods which have not been fully paid for; and (iv) Buyer shall return any and all Echo Internet Materials. If Buyer fails to return Goods and/or Echo Internet Materials, Echo Internet may enter any premises of Buyer or of any third party where the same are stored in order to recover them.
- 14.6 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

15 GENERAL

- 15.1 Intellectual Property Rights: All Intellectual Property Rights in or arising out of or in connection with the Goods/Services (other than any Buyer Materials) is owned by Echo Internet (or its licensors).
- 15.2 Import Licences/Consents: Buyer is solely responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods/Services/Buyer Materials/Echo Internet Materials as are required from time to time and, if required by Echo Internet, Buyer shall make those licences and consents available to Echo Internet prior to the relevant shipment. Buyer is responsible for ensuring the Goods/Services and Echo Internet Materials comply with Applicable Law and shall undertake any and all testing necessary to ensure such compliance at its own cost.
- 15.3 Confidentiality: A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning Disclosing Party's business or its products or its services which Receiving Party may obtain. Receiving Party shall restrict disclosure of such information to such of its employees, agents or subcontractors as need to know it to discharge Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind Receiving Party. This clause 15.3 shall survive termination.
- 15.4 Entire Agreement: Each Contract constitutes the entire agreement between the parties relating to the particular Order, superseding all previous arrangements between the parties relating to its subject matter. Any samples/drawings/descriptive matter/illustrations/advertising issued by Echo Internet or contained in the Echo Internet Website or Echo Internet's catalogues or brochures are issued/published for the sole purpose of giving an approximate idea of the Goods/Services. They shall not form part of the Contract or have any contractual force. Buyer confirms it has not relied on any statement/promise/representation made or given by or on behalf of Echo Internet which is not set out in the applicable Contract. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in the applicable Contract.
- 15.5 Force majeure: Echo Internet shall not be liable to Buyer as a result of any delay/failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 15.6 Assignment and subcontracting: Echo Internet may at any time assign/transfer/charge/subcontract/deal in any other manner with all or any of its rights under the Contract. Buyer shall not, without the prior written consent of Echo Internet, assign/transfer/charge/subcontract/deal in any other manner with all or any of its rights or obligations under the Contract.

- 15.7 Notices: Any notice required to be given under or in connection with this Contract shall be in writing, addressed to the contact name/title detailed in the Order and shall be delivered to the other party: (i) personally or sent by prepaid first-class post/recorded delivery/commercial courier, to its registered office/principal place of business (if not a company); or (ii) sent by email to the other party's email address set out in the Order (unless a different method is expressly required elsewhere in these terms and conditions). Any notice is deemed received if: (i) delivered personally, when left at such address; (ii) if sent by prepaid first-class post or recorded delivery, at 9.00am on the 2nd Business Day after posting; (iii) if delivered by commercial courier, at the date/time that the courier's delivery receipt is signed; (iv) if sent by email, at 9.00am on the next Business Day, provided a valid delivery confirmation has been received. If actual delivery takes place outside of working hours on a Business Day, date/time of deemed delivery shall be 9.00am on the next Business Day. This clause 15.7 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include faxes.
- 15.8 Variation/Waiver: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Echo Internet. A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 15.9 Severance: If a court or any other competent authority finds that any provision (or part of a provision) of the Contract is invalid/illegal/unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the 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.
- 15.10 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership/joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.11 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 15.12 Buyer's Compliance with Applicable Law: Buyer shall at all times comply (and shall ensure that relevant third parties comply) with Applicable Law, including the Bribery Act 2010.
- 15.13 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16 TECHNICAL SUPPORT

- 16.1 Should Buyer require technical assistance with any aspect of the Services, Buyer should: (i) submit a support ticket by emailing support@echointernet.net; (ii) open a ticket directly within the Client Area; or (iii) telephone Echo Internet during the office hours published on the Echo Internet Website ("Request").
- 16.2 Requests received successfully by the support ticketing systems from Buyer will receive an automated acknowledgement sent to the reply address of any email or to the Contact Email.
- 16.3 If submitting a ticket directly via the Client Area, a ticket severity can be selected. Buyer shall act reasonably in specifying the ticket priority to ensure it is not disproportionate to the actual importance of the issue being reported. A high severity ticket outside working office hours as published on the Echo Internet Website will page an on-call engineer to investigate and that Echo Internet may, at its own discretion, levy charges to Buyer for system administration time incurred outside office hours on high severity tickets raised by Buyer for issues which are not in-fact impacting business critical or mission critical systems or websites.
- 16.4 Echo Internet Personnel shall endeavour to respond to and resolve the Request in accordance with the Service Level Agreement. Buyer acknowledges and agrees that the time taken to resolve a Request may vary dependent upon the severity level of the ticket and the complexity of the problem being investigated and resolved. Further, Buyer acknowledges that Echo Internet may need to contact third parties and/or suppliers as part of its resolution process and that the time taken to resolve the issue may in turn depend on the time taken by those third parties or suppliers to respond to Echo Internet.
- 16.5 Echo Internet will, under no circumstances, be obligated to provide Buyer with technical support relating to any software or system which does not explicitly constitute a part of the Services. This includes assistance with website software updates, security updates, programming or web development support and configuration or IT support for end-user computer systems used to access the Services.
- 16.6 Support tickets and their content will be archived on Buyer's account and available for Buyer to review via the Client Area for a minimum period of 2 years from the date a ticket was created. Buyer acknowledges that Echo Internet may make tickets available to Buyer for longer than 2 years but that it is under no obligation to do so.

17 COMPLAINTS PROCEDURE

- 17.1 Complaints or disputes must be submitted in writing either via a support ticket sent via email to support@echointernet.net or via registered postal mail sent to: Complaints, Echo Internet Limited, Magdalen House, 3 Magdalen Street, Eye, Suffolk IP23 7AJ, United Kingdom.
- 17.2 Echo Internet will aim to respond to Buyer's complaint within 1 Business Day of receipt, either via telephone or via a support ticket sent to the primary contact email address for Buyer.
- 17.3 Should Buyer need to escalate a complaint, Buyer may email directors@echointernet.net or via registered postal mail sent to: The Managing Director, Echo Internet Limited, Magdalen House, 3 Magdalen Street, Eye, Suffolk IP23 7AJ, United Kingdom.

SCHEDULE 1**DATA PROCESSING PARTICULARS****Data Subjects**

The personal data stored concerns the following categories of data subjects:

- (a) staff: Buyer's Past, present and future employees including (without limitation) volunteers, agents, contractors, temporary and casual workers, pensioners and their families;
- (b) Buyer's Individual clients;
- (c) suppliers
- (d) members or supporters;
- (e) complainants, correspondents and enquirers;
- (f) relatives, guardians and associates;
- (g) advisors, consultants and other professional experts;
- (h) patients; and
- (i) students and pupils.

Categories of Data

The following categories of personal data are stored and processed:

- (a) General Details:
name, date of birth, address, phone number, e-mail address, National Insurance Number.
- (b) Employment Details:
dates of employment, salary, deductions, employer's details, job description, payroll number, grade, department, location, region and cost centre.

Categories of Data (if applicable)

The following special categories of data may be stored and processed:

- (a) racial or ethnic origin of data subjects;
- (b) political opinions;
- (c) religious or similar beliefs;
- (d) membership or otherwise of a trade union;
- (e) physical or mental health;
- (f) sexual life;
- (g) offences actual or alleged; and
- (h) being the subject of criminal proceedings (including the outcome of those proceedings and any sentence imposed).

The personal data transferred will be subject to the following basic processing activities:

- (1) Storage
Storage of Relevant Personal Data by Echo Internet as part of the Services, including the relocation of such data between Cloud Servers or locations for load balancing, failover, backup or other technical reasons.
- (2) Access/retrieval
Access to, and retrieval of, the Relevant Personal Data by Buyer or its clients.
- (3) Operations carried out by Buyer or its clients
Processing operations carried out on the Relevant Personal Data by Buyer, acting as the data controller, or Buyer's clients, acting as co-controllers. These Processing operations shall be governed by software installed by, or under the control of Buyer.