



Terms of Service

Valid as of 12 July 2021

1. **THESE TERMS**

- 1.1. **What these terms cover.** These are the terms and conditions on which BVR GROUP LLC (“BVR GROUP/ BVR CLOUD/ BVR CLOUD”) supply services to you. All terms are effective from the date of your electronic submission of order.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3. **Amendment of Terms.** BVR CLOUD may at any time, at its sole and absolute discretion, change or modify this Agreement and any policies or agreements that are incorporated herein. We will notify you by email 30 days in advance of any changes to our services. Any changes or modifications will take immediate effect. Your continued use of the website or our services will constitute your acceptance of the amended Agreement. The obligation is upon you to ensure that the email you have provided to us is up to date. We accept no liability or responsibility for your failure to receive any email communications from us if such failure results from an inaccurate email address.

2 **INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1 **Who we are.** We are BVR GROUP LLC a company registered in United States of America . our registered office is at 30 N Gould St. Ste 4000 Sheridan Wyoming 82801. Our registered EIN number is 86-3594355 .
- 2.2 **How to contact us.** You can contact us via the contact methods mentioned at <https://bvrcloud.com/contact-us/> or by raising a support ticket.

- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time of placing your order. Please note we will never ask for your password. If you are unsure of the identity of a caller, please contact us directly using the telephone number displayed on our homepage. If there are wider service issues or scheduled maintenance we need to make you aware of, we may alternatively update our status page at Client Area.

3 OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Placing an order on our website does not guarantee acceptance of your order. Our acceptance of your order will take place after your order is placed at the point you receive confirmation that your order has been fulfilled. At this point a contract will come into existence between you and us. Payment must be received before any services will be provided.
- 3.2 **If we cannot accept or fulfil your order.** If we are unable to accept or fulfill your order, we will inform you of this and refund any money paid you have paid to us. Examples of when we will not be able to fulfil your order include when your desired domain name is no longer available to register, where the registry has decided to charge a non-standard price or where the domain transfer you have requested can no longer be transferred.
- 3.3 **Account Details.** In order to access our services you will be asked to create an Account. You may be allocated a username and password when your order is placed. We reserve the right to change any username or password allocated to you. Any changes will be notified to you in writing. You warrant to BVR CLOUD that all information submitted in order to set up and utilise your Account is true, accurate and complete. You are solely responsible for activities on your Account, whether authorised by you or not. You must keep your login details secure. You must notify us immediately of any unauthorised use of your account or security breach.

OUR PRODUCTS

4 DOMAINS

- 4.1 **Domain Registration.** We make no representations as to the availability of a particular domain name requested for registration by you (Domain). A Domain will always be registered in or transferred into your name, not BVR CLOUD'S. You should manage your Domain's WHOIS data through your BVR CLOUD client area at <https://bvrcloud.com/sales/index.php?rp=/login>. It is your responsibility to ensure that all data is accurate. Your Domain may be taken offline if you fail to keep your contact data up to date and it cannot be verified. To provide the best service we may from time to time change the registrar that a Domain is held with, at our discretion and without notice. Such a change does not impact your domain name usage.
- 4.2 For all applicable gTLDs you agree that we will act as a Designated Agent, in accordance with ICANN's Transfer Policy, for you whenever a request is made to update the registrant contact details associated with a Domain. In that respect, you authorise us to approve a change of registrant of any change to the registrant's details on behalf of you.

- 4.3 **Checking the registration/renewal.** Our service is limited to the forwarding of your order to the registry. It is your sole responsibility to ensure that the domain has been registered, renewed and/or transferred as appropriate. We accept no liability for any failure to register or transfer the Domain.
- 4.4 **Third Party terms and conditions.** Domain registration is subject to third party terms and conditions including those from the relevant registry for the Domain extension. By submitting your order to us you are confirming that you will at all times and in all respects comply with ICANN's and any relevant registry's terms and conditions for domain registration and use. You will indemnify us in respect of any failure by you to comply with the terms of this Agreement or any failure to comply with ICANN or the registry's terms and conditions.
- 4.5 **Domain Renewals.** We will endeavour to automatically renew a Domain on your behalf when it is due for renewal, save where you have given notice in accordance with clause 4.1 below or where you have set the Domain to either cancel or manual renewal in your control panel. We will not renew a Domain where no up to date payment method has been provided or where you fail to make payment as required.
- 4.6 **Detail of renewal.** Renewals will ordinarily be renewed for the same duration as the initial registration period, unless you instruct in writing of any required amendment or modify the renewal settings in your client area. The renewal will be charged at the prevailing rate at the time of renewal. We shall take payment for Domain renewals up to 7 days prior to the Domain renewal date in order to ensure that the Domain is renewed on time.
- 4.7 **Domain Transfers and Ownership Terms.** We shall determine the ownership of a registered Domain by reference to the details held on the Whois database. If the Whois database details are not determinative then we shall be entitled to request whatever supporting evidence we may require to ascertain ownership. It is your obligation to resolve any dispute over ownership with a third party. We are under no obligation to carry out a transfer request if we are not satisfied that the correct consents and permissions have been obtained.
- 4.8 **Basis of Transfer.** You are solely responsible for completing any steps required to transfer the domain, including but not limited to: changing the Nominet IPSTAG of the domain, unlocking the domain name, providing the Authorisation code, and approving a transfer request. You must inform us if you wish to cancel a transfer and request a refund in accordance with our refund policy.
- 4.9 **Transfer Restrictions.** You acknowledge that one year may be added and charged to some domain extensions when transferred. Some domains have maximum registration periods and you acknowledge this may prevent a transfer if the renewal would push the registration over the registry term limit. We will not initiate transfer of a Domain until the order has been placed and fully paid.
- 4.10 **Expired Domains.** In the event that a domain name is not renewed by its expiry date it shall cease to operate and shall be deemed to be expired. A registered Domain shall expire if we are unable to take payment via the method provided, or where you have set the Domain to expire or fail to manually renew the Domain before the renewal date.
- 4.11 Following the expiry date a domain may enter a grace and/or redemption period. In this situation you acknowledge that we may at our discretion, within three calendar days after the date of expiration of a Domain renew the Domain; or, park the Domain on different name servers from those set by you.

Domains from registries which do not allow for a grace and/or redemption period may be unrecoverable by us following the expiry date, in which case our agreement will terminate immediately and without liability to us. Further, we are under no duty to attempt to recover such Domain.

- 4.12 Provided that the relevant registry for the Domain allows a grace period, you acknowledge that you have the length of their grace period (for example, 30 days) following the expiry of the Domain ('the Grace Period') to contact us to retrieve and renew the Domain provided that you pay for said renewal in full and in cleared funds. On receipt of the renewal fee by us within the Grace Period, you will retain ownership of the Domain and as soon as reasonably practicable we shall restore the Domain to your control panel.
- 4.13 You acknowledge that following the end of the Grace Period we may at our sole discretion carry out the following actions:
- 4.13.1 auction the Domain;
 - 4.13.2 change the contact details; and/or
 - 4.13.3 transfer the Domain.
- 4.14 If we do not receive the renewal fee within the Grace Period then our Agreement for that Domain will terminate immediately and without liability to us. Provided that the relevant registry of the Domain allows for a redemption period, if we receive a request from you to renew the Domain after the end of the Grace Period ('the Redemption Period'), you agree to pay the applicable redemption fee(s) plus the renewal fee(s) for the Domain(s). You acknowledge and agree that we are not obliged to take any action to renew or recover a Domain in the Redemption Period and will only make such attempts once the you have paid both the redemption and renewal fees. We make no guarantee that attempted renewals will be successful.

5 HOSTING

- 5.1 **Free Domain Offer.** Some of our hosting packages include a free domain registration or transfer. This applies to a limited number of domain extensions and may vary from time to time. We may allow or disallow a free registration or transfer at our discretion. All other extensions are excluded from this offer and will incur additional costs. Any reduction in fees for customers who wish to order using a different extension must be agreed in advance by us. The registration period is one year. Future renewals of these domains will incur our regular renewal rate.
- 5.2 **Purpose of Services.** Unless explicitly stated to the contrary our services are intended to be used for the purposes of hosting websites and email. Batch processing, video encoding/transcoding, web crawling/spidering, archiving and online backup systems and any system for purposes other than hosting a website are not permitted on our servers.
- 5.3 **Suitability of Hosting Environment.** Some packages feature an 'unlimited' service or No Limit, meaning we do not actively limit your account on either disk space or bandwidth or iops (or three). However, to ensure system

stability, accounts are limited by resource usage to ensure no one client can affect the service of others Clients.

- 5.4 **“Unlimited” Allowances.** Any ‘unlimited or no limit’ allowances are subject to fair use and any customer using an amount of monthly bandwidth or disk space or iops deemed excessive in comparison to the average usage by other customers on our platform may, at our discretion, be advised to improve website efficiency and/or configure a CDN, or upgrade to a bespoke solution and will be billed accordingly.
- 5.5 **Service Needs.** If we feel that the service selected or purchased by you does not meet your service needs we will inform you of this and advise you of the appropriate service for your needs. We are under no obligation to continue to provide hosting services that are inadequate or unsuitable for your needs. Refusal to cooperate with an account move request may result in account suspension and/or termination.
- 5.6 **Migration Service.** We offer a free migration service to help move your website from your previous provider to ourselves. This is a best-effort service. You acknowledge that you are the party most familiar with your website and we cannot know the intricacies of all the websites we host. We will take reasonable care to move your site files and data but it is your responsibility to give us suitable access to retrieve the data and to check that the site has been migrated successfully. We aim to migrate websites within 72 hours, though we do not guarantee any particular timeframe for the migration. In some cases we may be able to migrate emails, dns records and domain names also, but we do not warrant that we can move them successfully, or without interruption.
- 5.7 **Changes to the hosting environment.** We reserve the right to change the hosting environment your website runs in. These changes will be made on a “like for like” basis and will not affect your use of the hosting environment. The only circumstances where material changes will be made to your website hosting environment will be to provide you with an ‘upgrade’. You will be informed in writing of any changes that we make to the hosting environment. This may be:
- 5.8 **Upstream Providers.** You must agree to the terms of our upstream providers with emphasis on their terms of export law .
- 5.9 **CDN and Bandwidth Usage.** In some locations where bandwidth prices are high due to relative lack of connectivity (e.g. the Middle East), or fluctuate, we may require you to use a CDN service we provide. A CDN service distributes worldwide traffic worldwide, rather than from your single server, thus

speeding up page loads and reducing bandwidth from source. We will reasonably assist with the setup.

- 5.10 **No Guarantee.** We make no guarantee to defend your website from a denial of service attack unless that service has been specifically offered and agreed. If you think you may be a DDOS target you should purchase a DDOS mitigation service from a third party such as Cloudflare.
- 5.11 **Service uptime.** We endeavour to provide a 99.9% service uptime, excluding planned or emergency server maintenance or conditions beyond our reasonable control. All customers will be notified of planned maintenance as far as possible in advance through our status page and, should the maintenance last for longer than 30 minutes, via e-mail. In the event of a problem with your server, we shall ensure that a qualified engineer will be dealing with the problem within 30 minutes of being notified. In the rare event that your problem cannot be resolved within 30 minutes you will be notified. When notifying you we will provide you with the details of the problem along with an estimation of when the issue will be resolved. Notification may be via one of your contact methods or via our status page.
- 5.12 **Backups.** We take twice-daily backups of your websites and store them offsite, usually in the same geographic region (but not necessarily the same country) as your live server for the best performance. If you have data residency requirements please contact us to arrange a bespoke solution. We may exclude files we consider non-fundamental to the operation of your website, e.g. error logs, cpanel backups, cache files. Backups are a best effort service and we do not warrant that they are complete or regular. It is your responsibility to keep backups of your own website.
- 5.13 **Disruption to Services.** We are not responsible for disruption to the services outside our control. We endeavour to choose providers that offer an extremely high level of performance and uptime but if our supply of the services is disrupted by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the disruption. This may be via our status page at Client area. We will not be liable for disruption caused by the event. We will not be responsible for network or hardware issues upstream of us. E.g. if Server Provider have an issue we will not be responsible for their problems or include this within our 99.9% uptime calculation.
- 5.14 **Price Match.** Price Match is Not applicable on all Services.
If a service is applicable under a price match, it's the sole discretion of BVR CLOUD To whether give a price match to you or not.
- 5.15 **Ultimate Migration.** Ultimate Migration does Not apply to all Services.
it's the sole discretion of BVR CLOUD To whether give an Ultimate Migration to you or not.
- 5.16 **Site Speed Load Under 1 Sec.** We try to speed your site to load under 1 sec but don't guarantee.

6 PROVIDING THE SERVICES

- 6.1 **Service costs.** The costs of the services will be as displayed to you on our website.
- 6.2 **When we will provide the services.** We will supply the services to you until the subscription expires or you end the contract as described in Clause 7 or we end the contract by written notice to you as described in [Clause 9](#).
- 6.3 **Reasons we may suspend or disable the supply of services to you.** We may have to suspend the supply of a service to:
- 6.3.1 deal with technical problems or make minor technical changes;

- 6.3.2 update the product to reflect changes in relevant laws and regulatory requirements;
 - 6.3.3 make changes to the product as requested by you or notified by us to you (see [Clause 6](#));
 - 6.3.4 when required by law;
 - 6.3.5 where we believe that you are in breach of any material term of this Agreement;
 - 6.3.6 to resolve any third-party claims or actions;
 - 6.3.7 to avoid financial loss or legal liability.
- 6.4 **Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 24 hours in any 7 day period we will adjust the price so that you do not pay for products while they are suspended, save where the suspension is as a result of your breach of this Agreement or in accordance with clause 6.5 b (b) to (g) above. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 120 hours and we will refund any sums you have paid in advance for the service in respect of the period after you end the contract save where the suspension is as a result of your breach of this Agreement.
- 6.5 **We may also suspend supply of the service if you do not pay.** If you do not pay us for the products when you are supposed to (see [Clause 10.6](#)), we may suspend the supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. As well as suspending the services we can also charge you interest on your overdue payments. Once payment has been made in accordance with these terms, we will use reasonable endeavours to ensure that the service is restored to you within 24 hours.
- 6.6 **Service suspension.** If your service has been suspended or goes overdue, we may no longer retain a copy of your data or website. Your website IP address may also change. This is due to the nature of us using global cloud providers: we will not be responsible for the cost of keeping your service running if you fail to pay your invoices.

7. YOUR OBLIGATIONS UNDER THE CONTRACT

- 7.1 **You are responsible for the content on your Account.** Customers are responsible for all scripts, data and other objects on their accounts. Abusive scripts are scripts which interfere with our systems and/or the accounts of other customers, cause harm to any other computer system or user, or engage in any type of fraudulent activity. Any account found to be the source of abusive scripts will be

immediately suspended and investigated, and subject to action as detailed under Illegal Content below. We will, where necessary, fully cooperate with the authorities.

- 7.2 **You must not use the service for transmission of illegal material.** You agree to refrain from uploading to your hosting service, sending or receiving any materials which may be deemed to be offensive, abusive, indecent, defamatory, obscene, menacing or otherwise as prohibited by current and future statutes in force in USA, in the server location where you have chosen to host your site, or in the jurisdiction of the network provider who provides the underlying network infrastructure. It is the user's sole responsibility to ensure this. Storage, distribution of or transmission of illegal materials may lead to investigation and possible prosecution by the relevant authorities. In particular you:
- 7.2.1 must not gain or attempt to gain unauthorised access to any computer systems for any purpose. Such action may lead to criminal prosecution under the Computer Misuse Act;
 - 7.2.2 must not send data to the internet using forged addresses or data which is deliberately designed to adversely affect remote machines (including but not limited to denial of service (DDoS), worms and viruses, trojans and ping storms);
 - 7.2.3 must ensure that local PCs and network connected servers are not configured to allow open relay and must not participate in the sending of unsolicited bulk email (commonly referred to as 'spam', 'UBE', 'UCE');
 - 7.2.4 are prohibited from running 'port scanning' or other software intended to probe, scan, test the vulnerability of or access remote systems or networks except in circumstances where the remote user has given express permission for this to be done. We may ask for evidence of such permission;
 - 7.2.5 must take all reasonable steps to ensure that your password and login credentials remain confidential;
- 7.3 You agree to refrain from sending or receiving any material which may be in breach of copyright (including Intellectual Property Rights), confidence, privacy or other rights. If you are in any doubt as to the legality of what you are doing, or propose to do, you should take independent legal advice.
- 7.4 Open proxy servers are not permitted under any circumstances and will result in immediate termination of service.
- 7.5 Sites must not contain 'hateful' material or content which seeks to incite hate.
- 7.6 Sites must not contain images, videos, depictions or descriptions of pornography which is unlawful or which is deemed to be distasteful at our sole discretion.
- 7.7 Sites must not contain 'warez', copyrighted music/videos or links to such content. It is your sole responsibility of the user to ensure that they have the rights to distribute any content displayed on their website.

- 7.8 Sites must conform to recognised international copyright law.
- 7.9 **Registration of domain names.** You are responsible for ensuring that the registration of a domain name and the manner in which it is to be used, either directly or indirectly; will not infringe any third party rights, including third party intellectual property rights; is not being made in bad faith or could otherwise be considered to be an abusive registration under the dispute resolution procedures or policies of any relevant registry or of ICANN; and will at no time be used for an unlawful purpose whatsoever. You accept and consent to us making your registration details in relation to your Domain available to third parties including ICANN and the applicable registry for the Domain as applicable including to law enforcement and governmental bodies as required by law.
- 7.10 You agree that on transferring ownership of a registered Domain to another person or registering a Domain on behalf of another person (the “Transferee”) you will confirm and prove that the Transferee agrees in writing to be bound by the terms of this Agreement at our request.
- 7.11 We will not transfer ownership of a Domain until all Fees attributable to the services associated with the account, which are due have been paid by you to us.
- 7.12 In the event that we receive a complaint in regards to trademark / brand infringement, we have the right to place a Domain on hold. We shall take this action if in receipt of a decision from a Domain Dispute Resolution and/or a settlement agreement between the parties concerned. Any renewal payments must be paid to us by you.
- 7.13 In the event of receiving documentation which matches the WHOIS details, we reserve the right to lock the domain and place a registrar hold on it. We shall not move the Domain from this status until we are satisfied that the dispute has been resolved between the parties concerned, with documentation provided to us proving the same.
- 7.14 We undertake to take any action required under the provisions of the Regulation of Investigatory Powers Act and will fully cooperate with the appropriate USA authorities

8. ACCEPTABLE EMAIL USAGE

- 8.1 We provide the ability to send e-mail using SMTP. This is designed for day-to-day communication needs. All outbound mail is scanned by a cloud-based spam filtering system.
- 8.2 We have a zero-tolerance policy against spam and the sending of bulk, unsolicited e-mail is prohibited at all times. Customers who abuse the email service will be notified that their behaviour is unacceptable and may have their accounts suspended, terminated or blocked.
- 8.3 By purchasing the services you agree to the following:
- 8.3.1 not to send emails that might cause annoyance, inconvenience or anxiety to a recipient;
- 8.3.2 not to send any emails likely to cause distress or any material which is offensive, indecent, obscene, menacing or in any way unlawful; \

- 8.3.3 to have a clear opt out policy in all newsletter communications;
- 8.3.4 not to use our mail services or network to send email to any user who does not wish to receive it;
- 8.3.5 not to use our mail services or network to send unsolicited email, in bulk (commonly known as 'spam') or individually;
- 8.3.6 not to use our mail services or network with intent to deprive others of service ('mail bomb');
- 8.3.7 not to use false mail headers or alter the headers of mail messages in such a way as to conceal the identity of the sender;
- 8.3.8 not to use any email address that you are not authorised to use;
- 8.3.9 to ensure that any email servers connected to our network and operated by you are not configured to allow 'open relay';
- 8.3.10 to take full responsibility for your own email reputation;
- 8.3.11 not to take any action that would put you or us in breach of obligations under the General Data Protection Regulations or Data Protection Act 2018.

9. ACCEPTABLE WEB USAGE

- 9.1 Web usage includes the use of web space provided with client accounts, web hosting on our servers and the use of web services and space on dedicated servers. We do not monitor content on any web space maintained by customers. We bear no responsibility for the content of your website.
- 9.2 It is your sole responsibility to ensure that the content and materials on any website owned or operated by you contains material that you have created or have permission to use.
- 9.3 It is your sole responsibility to resolve any dispute involving Copyright or Intellectual Property Rights associated with your website or web service. You agree to indemnify BVR CLOUD against all costs, including legal costs, of defending any claim against us from any third party regarding your use of copyright or intellectual property rights in relation to any claims made against you or us Worldwide.
- 9.4 You must not use your website or web service to promote or distribute any material or content that is illegal (under any current or future legislation) in either the USA or any other jurisdiction in which your website or web service is operational. You should be aware that the internet is a global communications network and what may be legal in the USA may be illegal elsewhere and leave you liable to prosecution in another country.
- 9.5 If We reserve the right to undertake investigation of content services if potential abuse is brought to our attention and to remove any web page on our servers at any time and for any reason. Any accounts found to be abusive, contain illegal content or otherwise break our terms of service will be liable for immediate termination.

10. YOUR RIGHTS TO END THE CONTRACT

- 10.1 **Ending your contract with us as a standard service user.** You may terminate your contract with us by cancelling the service in advance of the renewal date (by 11.59pm EST on the day before renewal is due) through the client area at <https://bvrcloud.com/sales/index.php?rp=/login>. You may also raise a support ticket with us up to 24 hours before renewal.

- 10.2 **Refunds of prepaid months.** We offer a low cost service, with significant discounts available for prepayments. If you cancel before your service end date you will not be entitled to a refund of monies paid.
- 10.3 If the services you have paid for are faulty or misdescribed you may have a legal right to end the contract or to get the service re-performed or to get some or all of your money back. You must inform us in writing of the reasons why you say that the services are either faulty or misdescribed. We will respond to any complaint within 28 days of receipt and inform you whether a refund will be administered.
- 10.4 If you have just changed your mind about the product we will offer a “60 day no quibble money back guarantee”. You must notify us within 60 days of opening your BVR CLOUD hosting account that you wish to cancel. You will then receive a full refund for the money paid to the date of termination, minus the domain registration fees which are non-refundable. This guarantee does not apply to Some server products, domain name registrations, renewals or transfers.
- 10.5 **Inappropriate or illegal activity.** If your account is found to contain illegal activity, illegal mp3 files, pirated software, hacker programs, warez programs, or any other illegal files, your account will be suspended immediately. Failure to remove the offending content will result in your account being terminated and no refunds will apply, including for the avoidance of doubt, the guarantee referred to in clause 9.5.
- 10.6 **Processing of refunds.** Any refund will be processed within 7 working days of receipt.
- 10.7 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online if you are a Consumer within the meaning of those regulations you have a legal right to change your mind within 14 days and receive a refund. You do not have the right to change your mind in respect of digital products after you have started to download or stream

these; services, once these have been completed, even if the cancellation period is still running; sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them.

11. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

- 11.1 Tell us you want to end the contract. To end the contract with us, please log into <https://bvrcloud.com/sales/index.php?rp=/login>, view the product, and then raise a cancellation request. Please fill out the reason for the cancellation. If you qualify for a refund under the money back guarantee under Clause 10.5 above, please request this in the cancellation notes.

12. OUR RIGHTS TO END THE CONTRACT

- 12.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:
- 12.1.1 you do not make any payment to us when it is due.
 - 12.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;
- 12.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in [Clause 9.1](#) we will refund any money you have paid in advance for products we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 12.3 **We may withdraw the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 30 days in advance of our stopping the supply of the services and will refund any sums you have paid in advance for services which will not be provided.

13. PRICE AND PAYMENT

- 13.1 **Where to find the price for the service.** The price of the service will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the service advised to you is correct. Where VAT is applicable (based on your location and the services you order) it shall be detailed on the order steps. However please see [Clause 10.3](#) for what happens if we discover an error in the price of the product you order.
- 13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 13.3 **Changes in the price.** We reserve the right to alter the prices advertised on our website and fees at any time. We will provide written notice of any changes via email to the email address provided by you to us when registering your account. In most cases, changing the price on the website for new customers will not affect the price for existing customers. If your contract is for a fixed term, the price alteration will take effect at the end of the current term and at the time of renewal.

- 13.4 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, you are provided with the incorrect price for our service. If the correct price is less than the stated amount we will amend the price and refund any difference to you. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 13.5 **When you must pay and how you must pay.** We accept payment by most major credit and debit cards, direct debit, PayPal, bank transfer and cheque. When you must pay depends on what product you are buying. You warrant that you are lawfully authorised to make a payment using the payment card or facility used. In the event that you are not the named cardholder, you will indemnify us in the event that the cardholder or issuer declines any transaction for payment, including our costs in recovering the outstanding amount due.
- 14.** If a chargeback is incorrectly made against your account, we reserve the right to suspend and/or terminate your account until reimbursed and a £50/\$80 administration fee will be charged.
- 14.1 **Payment due at time of order.** You agree to pay all amounts due for services at the time you order them. All amounts are non-refundable unless otherwise stated in clause 7 above
- 14.2 **Invoices will be sent in advance of payment due.** Invoices will be sent to the email address provided by you to us when registering your account. You can see your email history and view all invoices in <https://bvrcloud.com/sales/index.php?rp=/login>
- 14.3 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 14.4 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation
- 15.3 We shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from our servers going offline or being unavailable for any reason whatsoever. Furthermore, we shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of our servers; loss of service or any costs incurred due to a configuration or service issue resulting from our provided services. All damages shall be limited to the immediate termination of service.
- 15.4 **We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 15.5 **Limit of liability.** Save where you are acting as a Consumer within the meaning of the Consumer Rights Act 2015 our aggregate liability shall be limited to twice the fees paid by you for the services in relation to which your claim arises during the 12 month period prior to the claim.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 16.1 **How we may use your personal information.** We will only use your personal information as set out in our privacy policy.

17. OTHER IMPORTANT TERMS

- 17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 10 days of us telling you about it and we will refund you any payments you have made in advance for any complete month of service not provided.
- 17.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. Transfer requests can be made via support ticket in <https://bvrcloud.com/sales/index.php?rp=/login>
- 17.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date. For example, if you miss

a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.