



## WEBSITE TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1. These terms and conditions ("Terms") explain how you may use this domain, website and any of its content ("Site"). These Terms apply between Hyve Managed Hosting, our Affiliates ("Hyve", "we", "us", or "our") and you, the person accessing or using the Site ("you" or "your").
- 1.2. You should read these Terms carefully before using the Site. By using the Site, or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately.
- 1.3. The Site is provided by Hyve to you, free of charge, for information purposes only.
- 1.4. If you proceed with the purchase of any of Hyve services, separate Terms of Use shall apply as set out in the MyHyve portal, or as available upon request from your sales representative.
- 1.5. If you would like these Terms in another format, please contact us using the contact details set out below.

### 2. ABOUT HYVE

- 2.1. We are Hyve Limited, trading as Hyve Managed Hosting, a company registered in England and Wales under company registration number (04239352). Our registered office is at Floors 5 & 6, The Office at Circus Street, 1 Market Square, Brighton, East Sussex, England, BN2 9AS. Our VAT registration number is GB 798820566.
- 2.2. Hyve Affiliates include: Hyve Managed Hosting GmbH incorporated and registered in Germany with company number HRB 266669 whose registered office is at Habichtweg 35, 65719 Hofheim, Germany and Hyve Managed Hosting Corp Inc incorporated in Delaware with EIN (Employer Identification Number) 36-4869486 whose registered office is at 730 Arizona Avenue, Santa Monica, California, 90401, United States of America.
- 2.3. If you have any questions about the Site, please feel free to contact us by:
  - i) sending an email to [legal@hyve.com](mailto:legal@hyve.com);
  - ii) filling out and submitting an online form, available [here](#); or
  - iii) calling us on 0800 612 2524, or, if appropriate, +1 888 708 5581.

### 3. USING THE SITE

- 3.1. The Site is for commercial and informational use only.
- 3.2. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 3.3. We make no promise that the Site is appropriate or available for use in certain locations outside of the US. If you choose to access the Site from locations outside of the US, you acknowledge you do so at your own initiative and are responsible for compliance with local laws, where they apply.

3.4. We try to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us using the contact details at the top of this page, our engineers are eager to make improvements and invite feedback to help them do so.

3.5. As a condition of your use of the Site, you agree to comply with all the terms stated herein and agree not to:

- i) misuse or attack our Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful (such as by way of a denial-of-service attack); or
- ii) attempt to gain unauthorized access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site.

#### 4. PRIVACY AND PERSONAL INFORMATION

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Notice, available [here](#), which explains what personal information we collect from you, as well as how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

#### 5. COPYRIGHT

5.1. Hyve respects the intellectual property rights of others and is committed to complying with all applicable copyright laws.

5.2. Hyve retains copyright and/or applicable rights to all text, images, video, audio or other multimedia content software submitted to or accessible from the Site (Content).

- (i) All trademarks and service marks remain the sole property of their respective holders.

5.3. As a condition of your use of the Site you agree not to:

- (i) distribute, copy, modify or re-use in any way the Content, without express written permission from Hyve; and
- (ii) use the Site, Content or online medium for any purpose or in any manner that infringes the rights of any third parties.

#### 6. SUBMITTING INFORMATION THROUGH THE SITE

6.1. While we try to ensure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive, or valuable.

6.2. Other than any personal information which will be dealt with in accordance with our Privacy Notice, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis if we see fit.

#### 7. ACCURACY OF INFORMATION AND AVAILABILITY OF SITE

7.1. We use our best endeavors to ensure that the Site is accurate, up-to-date and free from bugs, but we do not promise that it will be. Furthermore, we do not guarantee that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.



- 7.2. We may suspend or terminate access or operation of the Site at any time as we see fit.
- 7.3. Any Content is provided for your general information purposes only and to inform you about us and our products, news, features, services, and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances.
- 7.4. While we try and make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

## 8. HYPERLINKS AND THIRD-PARTY SITES

The Site may contain hyperlinks or references to third-party advertising and websites other than this Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third-party advertising or websites and we accept no legal responsibility for any content, material or information contained in them. The display of hyperlink and reference to any third-party advertising or website does not mean that we endorse that third-party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site and is at your own risk.

## 9. HYVE'S RESPONSIBILITY TO YOU

- 9.1. If we breach these Terms or are negligent, we shall be liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time these Terms were formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 9.2. We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 9.3. Nothing in these Terms excludes or limits out liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## 10. EVENTS BEYOND OUR CONTROL

We are not liable to you if we fail to comply with these Terms due to circumstances beyond our reasonable control.

## 11. NO THIRD-PARTY RIGHTS

No one other than us or you have any right to enforce any of these Terms.

## 12. VARIATION

- 12.1. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 12.



12.2. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

### 13. COMPLAINTS

13.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

13.2. With regards to SPAM reports, contact us by emailing [abuse@hyve.com](mailto:abuse@hyve.com). Hyve maintains filters to reduce our exposure to risks therefore we request that you refrain from including the SPAM email in question in your report. Please use one of the following methods when emailing your SPAM report:

- (i) include the SPAM email as an attachment; or
- (ii) take a screenshot of the SPAM email; or
- (iii) include pertinent information about the SPAM email to allow us to investigate.

13.3. If a dispute cannot be resolved using our complaint handling procedure or you are unhappy with the outcome, you may want to use Alternative Dispute Resolution (ADR). ADR is a process for resolving disputes between you and us that does not involve going to court.

13.4. These Terms are governed by the law of Delaware, although if you are domiciled elsewhere, you will retain the benefit of any mandatory protections given to you by the laws of that country.

13.5. Any disputes will be subject to the non-exclusive jurisdiction of the courts of Delaware. This means that you can choose whether to bring a claim in the courts of Delaware or in the courts of another part of the US in which you live.

### 14. DOCUMENT HISTORY

15. Revision Date	Version no.	Amendment	Authorised by:	New Version No.
19 <sup>th</sup> July 2022	1.1	Created by Jamie Todd	Laura Prees	1.2
12 <sup>th</sup> January 2023	1.2	Updated by Briona Gander	Jamie Todd	1.3