



**Terms, Conditions,  
Agreements and Policies**

**Last Updated January 2020**

## TERMS AND CONDITIONS

### Our Services

Your domain registration and/or website hosting will be effective upon occurrence of all of the following:

1. You accept all terms and conditions of this Agreement and the Terms of Service;
2. KJW Technical Solutions Ltd accepts (in its sole discretion) your domain registration application;
3. KJW Technical Solutions Ltd receives payment of the registration, renewal and reinstatement fees, as applicable; and
4. KJW Technical Solutions Ltd delivers the domain registration information you provide to the registry administrator who puts into effect your domain registration application.

### Fees

**1. Payment of fees as a condition to domain registration and website hosting.**

As consideration for the domain registration service provided by KJW Technical Solutions Ltd, you agree to pay KJW Technical Solutions Ltd, prior to the effectiveness of the desired domain registration, all registration and other applicable fees as indicated via bank transfer or direct debit. All fees are non-refundable, in whole or in part, even if your domain registration is suspended or cancelled before the end of your then-current registration term. It is the responsibility of the listed registrant for the domain name to maintain records appropriate to document and prove the initial domain name registration date.

**2. Minimum term requirement.**

There is a 12-month minimum term from the date the service commences.

**3. Reservation of right to modify fees and update Terms, Conditions and Policies.**

KJW Technical Solutions Ltd reserves the right to modify fees, surcharges, and renewal fees or to institute new fees at any time with 28 days' notice, for any reason, at its sole discretion.

KJW Technical Solutions Ltd reserves the right to modify and/or update these Terms, Conditions and Policies, at its sole discretion. Any modifications and/or updates made, all clients will be notified and sent a copy.

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### 4. Non-payment for website hosting and/or domain registration.

When invoicing for monthly charges, payment must be fulfilled within 14 days. Red invoices will be issued thereafter. If after 14 days, payment has not been received; further/possible legal action will be taken and all services provided will cease.

### 5. Size of mailbox.

There is a 500MB, as standard, limit on email addresses, for each email inbox size. Once the mail box reaches maximum capacity, it will then be erased. If using an application-based client, like Microsoft Outlook, these give the option to delete server-side email boxes every 14 days. This is generally recommended. It is the sole responsibility of the client to take precautions and back up their emails, once deleted server side, they are not retrievable. If there is a wish to increase the size of the mail box this will incur an increase in monthly hosting fees.

## Required Domain Registration Information

### Registration information.

As part of the domain registration process, a Registered Name Holder is required to submit, and update within seven (7) days of any change, complete and accurate information, including the following:

1. The domain registrant's name and postal address;
2. The domain being requested;
3. Administrative contact information, including the name, postal address, email address, telephone number, and where available, fax number of the administrative contact for the domain; and
4. Technical contact information, including the name, postal address, email address, telephone number, and where available, fax number of the technical contact for the domain; and
5. Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.

### Additional registration information.

In addition, KJW Technical Solutions Ltd is obligated to submit and keep current, complete and accurate additional information relating to a domain registration, which may include the following:

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1. The original creation date of the domain registration;
2. The submission date and time of the registration to us;
3. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
4. Account records for your domain registration, including dates and amounts of all payments and refunds;
5. The expiration date of the registration; and
6. Information regarding all other activity between you and us regarding your domain registration and related services.

### **Information requirements for renewals.**

Upon renewal of your domain registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your domain registration may not be renewed.

## **Domain Parking**

**In the event your domain registration expires, your registration is no longer valid.**

If you are able to renew the domain name, you may update the domain to its original settings. After expiration, but prior to renewal, the domain may be pointed to an "expired" page (collectively, "parking a domain" or a "parked domain"). There is no charge for the parked domain. By not renewing the domain KJW Technical Solutions Ltd may place an "expired" page, and its associated contents, on the parked domain. You may change the name server configuration (or "un-park" the domain) after the renewal is complete. If you need to register name servers using the domains that you are currently renewing, the names will initially be parked with KJW Technical Solutions Ltd until you modify the name servers after the domain renewal is complete.

## **Registration Renewal**

### **Renewal obligations.**

You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration, should you so desire

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their renewal. You may renew your domain at any time before the expiration date. KJW Technical Solutions Ltd shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

You may be notified at KJW Technical Solutions Ltd sole discretion when renewal fees are due. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled. If your billing information is not accurate, you are solely responsible for the failure to renew.

### Term and Termination

#### Term.

The term of this Agreement commences on the day you accept this Agreement to the day until the occurrence of any of the following: (a) your domain registration is cancelled; (b) your domain is transferred to a third party; or (c) your domain expires or is terminated. Your obligation to pay any fees or other amounts under this Agreement which arose prior to expiration or other termination of this Agreement shall survive any such expiration or termination.

#### Domain suspension, cancellation or transfer.

You acknowledge and agree that your domain registration is subject to suspension, cancellation or transfer to correct mistakes by KJW Technical Solutions Ltd, another registrar.

#### Termination.

KJW Technical Solutions Ltd reserves the right to suspend, cancel, transfer or modify your domain registration if: (a) you materially breach this Agreement and do not cure such breach within ten (10) days of notice by KJW Technical Solutions Ltd; (b) you use the domain to send unsolicited email, in violation of this Agreement; (c) you use your domain in connection with unlawful activity; or (d) you otherwise violate this Agreement as determined by KJW Technical Solutions Ltd in its sole discretion. **WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS ASSOCIATED WITH THE TERMINATION OF YOUR RIGHTS TO THE DOMAIN NAME.**

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### User Agreement

Use of the Services is governed by the following policies and agreements, which are incorporated by reference. By using the Services, you are also agreeing to the terms of the following policies and agreements:

Acceptable Use Policy  
Privacy Policy  
Anti-Spam Policy

Additional terms may apply to certain Services, and such additional terms will be made available to you and will be incorporated by reference with such Services.

### Eligibility; Registration and Account Security

1. The Services are intended solely for users who are eighteen (18) years of age or older. Any registration by, use of or access to the Services by anyone under eighteen (18) is unauthorised and in violation of this Agreement. By registering for or using the Services, you represent and warrant that you are eighteen (18) years of age or older.
2. If you use the Services on behalf of another party, company or other organisation, you represent and warrant that you are authorised to bind such party, company or organisation to this Agreement and to act on behalf of such party, company or organisation with respect to any actions you take in connection with the Services.
3. You agree to (i) provide accurate, current and complete information about you and your organisation (if applicable) as prompted by registration; (ii) maintain the confidentiality of your password and other information related to the security of your account; (iii) maintain and promptly update the Registration Data and any other information you provide to KJW Technical Solutions Ltd, to keep such information accurate, current and complete; and (iv) be fully responsible for all use of your account and for any actions that take place through your account, whether or not authorised by you.
4. You acknowledge and accept that despite the security measures KJW Technical Solutions Ltd takes in connection with the Services, KJW Technical Solutions Ltd system and/or User Websites (as defined below) may nonetheless become compromised, including without limitation, by hackers, Internet viruses, malware, worms or Trojan horses, or the like. Under such circumstances, KJW Technical Solutions Ltd may take corrective action as it deems appropriate in its sole discretion and you acknowledge and agree that

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KJW Technical Solutions Ltd shall have no liability to you for any damage or loss that you may incur due to such corrective action.

5. KJW Technical Solutions Ltd does not recommend the use of the Services for hosting or storing personal or sensitive content and shall bear no responsibility or liability in the event of compromise, loss of, or damage to, any such content.
6. **You are responsible for the security of your User account, User Content and User Websites. You further acknowledge and agree that you are solely responsible for backing-up your User account, including without limitation, all User Content and User Websites.**

### User Content.

1. You may be able to upload, store, publish, display and distribute information, text, photos, videos, emails, and other content on or through the Services (collectively, "User Content"). User Content includes any content posted by you and users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to KJW Technical Solutions Ltd that (i) you have all necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.
2. You acknowledge and agree that KJW Technical Solutions Ltd may, but is not obligated to, monitor User Content and may immediately take any corrective action in KJW Technical Solutions Ltd's sole discretion, including without limitation removal of all or a portion of the User Content, and suspension or termination of any and all Services without refund of any pre-paid fees. You hereby agree that KJW Technical Solutions Ltd shall have no liability due to any corrective action that KJW Technical Solutions Ltd may take, including without limitation suspension or termination of Services.
3. You hereby grant to KJW Technical Solutions Ltd, to the extent necessary to provide the Services, a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content and the User Website; and (ii) make archival or back-up copies of the User Content and the User Website. Except for the rights expressly granted above, KJW Technical Solutions Ltd is not acquiring any right, title or interest in or to the User Content, all of which shall remain solely with you.

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### Compliance with Applicable Law.

You agree to comply with all applicable laws, rules, and regulations, including without limitation all local rules where you reside or your organisation is located regarding User Content, User Websites, online activities, email and your use of the Services. More specifically, but without limitation, you agree to comply with all applicable laws regarding the transmission of technical data exported to or from the United Kingdom or the country in which you reside.

### Additional User Responsibilities.

You will be solely responsible for all activities conducted on or through a User Website, whether or not authorised by you and any transactions or interactions with end users of your User Website. You will be solely responsible for providing end users of your User Website with any applicable terms of use and privacy policy, including any required disclosure or explanation of the features of your User Website and any goods or services offered through your User Website.

1. You will cooperate fully with KJW Technical Solutions Ltd in connection with provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for you to use the Services. Delays in the performance of your obligations under this Agreement will extend the time for KJW Technical Solutions Ltd's performance of its obligations that depend on your performance.
2. You are responsible for the security of your User account, User Content, and User Websites. You will maintain at all times, and are responsible for, the security and confidentiality of all account credentials, including your username and password.
3. You will use your best efforts to ensure that the User Content and User Websites are and will at all times remain free of all computer viruses, worms, Trojan horses and other malicious code. You are required to prevent, identify, and promptly remove or disable from your User account, User Content and User Websites any code that may disrupt, disable, harm or cause the misuse of your account, KJW Technical Solutions Ltd Content or the Services in any way (including any malware).

### Fraud.

It is a violation of this Agreement to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, and/or electronic checks. We may report all such misuses and fraudulent uses (as determined by us in our sole discretion) to

Registered in England company number: 10104184  
Registered address: Woodpecker Close, Great Barford, MK44 3BG





☎ 07851045565

✉ [kevin@kjwtechsolutions.co.uk](mailto:kevin@kjwtechsolutions.co.uk)

🌐 [www.kjwtechsolutions.co.uk](http://www.kjwtechsolutions.co.uk)

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appropriate government and law enforcement authorities, credit reporting services, financial institutions and credit card companies.

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### **Backup.**

Each User is solely responsible for backing-up all User Content, including any User Websites and email mail boxes. KJW Technical Solutions Ltd is not responsible for the loss of any User Content.

### **Technical Support Services.**

Except as described otherwise in paragraph (2) below, KJW Technical Solutions Ltd will provide technical support via email and possibly phone. You will be required to provide as much information as possible to aid our investigation into any issues or problems. By utilising KJW Technical Solutions Ltd Technical Support Services, you grant KJW Technical Solutions Ltd permission to access your account, if necessary, to resolve your issue. You agree that KJW Technical Solutions Ltd are not liable for any damage resulting from the provision of customer support.

### **Ineligibility for Technical Support Services.**

KJW Technical Solutions Ltd will not provide Technical Support Services if (a) you are in breach of this Agreement; (b) the need for Technical Support Services is due to (i) any modification or attempted modification of the Services by you or any third party outside of KJW Technical Solutions Ltd control; or (ii) your failure or refusal to implement changes recommended by KJW Technical Solutions Ltd; or (c) you are abusive toward our staff in any manner.

### **Disclaimer.**

You acknowledge and agree that any use of the Services, including any information or content obtained through the Services, is entirely at your own risk. You further acknowledge and agree that KJW Technical Solutions Ltd exercises no control over, and accepts no responsibility for, the content of the information passing through host computers, network hubs and points of presence or the Internet.

### **Limited Warranty.**

- a. KJW Technical Solutions Ltd represents and warrants to you that the Services will be provided in compliance in all material respects with the applicable Services. Your sole and exclusive remedy, and KJW Technical Solutions Ltd sole obligation, for breach of the foregoing warranty shall be for KJW Technical Solutions to re-perform the defective Services at no cost to you. The foregoing warranties shall not apply to performance issues or defects in the Services (x) caused by

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factors outside of reasonable control; (y) that resulted from any actions or inactions of User or any third parties, whether or not authorised by

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User; or (z) that resulted from your equipment or any third-party equipment not within the sole control of KJW Technical Solutions Ltd.

- b. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, KJW Technical Solutions Ltd DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. KJW Technical Solutions Ltd MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, FREE OF VIRUSES, MALWARE OR OTHER HARMFUL CODE, OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. KJW Technical Solutions Ltd ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. NO ADVICE OR INFORMATION GIVEN BY KJW Technical Solutions Ltd CREATE A WARRANTY. KJW Technical Solutions Ltd DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. KJW Technical Solutions Ltd DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD-PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD-PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

### **Limitation of Liability.**

1. KJW TECHNICAL SOLUTIONS LTD SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT WILL KJW TECHNICAL SOLUTIONS LTD, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY THAT MAY RESULT FROM UNAUTHORISED ACCESS TO OR MISUSE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION, SENSITIVE INFORMATION OR OTHER INFORMATION OR DATA STORED THEREIN,

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OR INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, INCLUDING FROM INTERRUPTION OF SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, WHETHER OR NOT AUTHORISED BY YOU, EVEN IF KJW TECHNICAL SOLUTIONS LTD IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, KJW TECHNICAL SOLUTIONS LTD'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO KJW TECHNICAL SOLUTIONS LTD FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

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### Acceptable Use Policy

#### Prohibited Use of emails/website:

#### No Illegal or Harmful Use

You may not use the Services to publish content or engage in activity that is harmful to others or illegal under applicable law, including without limitation in connection with any of the following illegal, harmful or fraudulent activities:

1. Disclosing private sensitive personal information about others;
2. Distributing malware or other malicious code;
3. Engaging in the unlawful distribution of controlled substances and drug contraband;
4. Engaging in the unlawful distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription;
5. Gambling;
6. Hosting child pornography or content that is potentially harmful to minors (Any website found to be hosting child pornography or linking to child pornography will be suspended immediately without notice and reported to law enforcement);
7. Hosting FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme, High-Yield Interest Programs (HYIP) or related sites;
8. Hosting or linking to a website intended to deceive the public including, but not limited to sites listed at [aa419.org](http://aa419.org) & [escrow-fraud.com](http://escrow-fraud.com);
9. Hosting or linking to an anonymous proxy server;
10. Infringing upon the Intellectual Property Rights of Others. This includes, but is not limited to, the unauthorised copying or distribution of movies, music, books, photographs, software/warez, or any other copyrighted work. If you believe that your intellectual property rights are being infringed upon, please notify KJW Technical Solutions Ltd by emailing [kevin@kjwtechsolutions.co.uk](mailto:kevin@kjwtechsolutions.co.uk) ;
11. Money laundering;
12. Phishing or engaging in identity theft;
13. Selling weapons or ammunition;

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### **No Unauthorised System Access or Network Abuse**

You may not use the Services to gain access into any network or system without permission. Prohibited activities include:

1. Accessing another network without permission, to probe or scan for vulnerabilities or breach security or authentication measures;
2. Attacking other networks (i.e. Denial of Service (DoS) attacks);
3. Intercepting or monitoring data without permission;
4. Running a file sharing site;
5. Running any software that interfaces with an IRC (Internet Relay Chat) network;
6. Using any deep-link, page-scrape, robot, crawl, index, spider, offline reader, click spam, macro programs, internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, index, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the KJW Technical Solutions Ltd website or servers for any unauthorised purpose;

### **Don't Hamper System Performance**

Consuming excessive amount of server resources are prohibited. This leads to server performance issues and may cause a disruption to our systems or other customers. Use of any scripts or processes that may adversely impact our systems is prohibited.

### **No Adult Content**

You may not use the Services to distribute pornography or other adult-related content or offer any escort services.

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### No Storage of Backups

Backing up personal data to a hosting account is prohibited. Our Services are designed to host your web site, not serve as a data repository. KJW Technical Solutions Ltd reserves the right to remove backups from your hosting account.

### Zero Tolerance Spam Policy

Please read and agree to our Anti-Spam Policy

### Defamation and Objectionable Content

KJW Technical Solutions Ltd values the freedom of expression and encourages Users to be respectful with the content they post. As a webhost, KJW Technical Solutions Ltd is not a publisher of User content and is generally not in a position to investigate the veracity of individual defamation claims or to determine whether certain material, which KJW Technical Solutions Ltd may find objectionable, should be censored. Accordingly, KJW Technical Solutions Ltd generally requires a court order, as determined by KJW Technical Solutions Ltd in its sole discretion, to take down alleged defamatory or objectionable content. However, KJW Technical Solutions Ltd reserves the right to disable or remove any content to prevent harm to others or as determined in KJW Technical Solutions Ltd's sole discretion.

## Enforcement

### Resellers.

If there is a violation of this by a User of a Reseller, KJW Technical Solutions Ltd will suspend the account in question and notify the Reseller so that the Reseller can address the matter with the User. The occurrence of additional violations on a User account may result in the immediate suspensions or termination of your Reseller account.

### Direct customers.

Your Services may be terminated with or without notice upon any violation of this.

Registered in England company number: 10104184  
Registered address: Woodpecker Close, Great Barford, MK44 3BG





☎ 07851045565  
✉ [kevin@kjwtechsolutions.co.uk](mailto:kevin@kjwtechsolutions.co.uk)  
🌐 [www.kjwtechsolutions.co.uk](http://www.kjwtechsolutions.co.uk)

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If applicable, violations will be reported to the appropriate law enforcement agency.

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A failure to respond to an email from our team within forty-eight (48) hours, or as otherwise specified in the email, may result in the suspension or termination of your Services.

### Reporting violations.

If you feel you have discovered a violation please email [kevin@kjwtechsolutions.co.uk](mailto:kevin@kjwtechsolutions.co.uk).

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### Privacy Policy

#### Information we collect from you:

##### User information:

1. Information you provide prior to any registration process, such as your email when you provide it to us;
2. Information that you provide during any registration process, including in connection with a co-branded offer (such as your name, company name, email address, phone number, billing address or information, geographic location and industry), when you call or email us (for support or otherwise) or when you use our products or services; and
3. Payment information that you provide to us (by way of our Services or otherwise) when you purchase some of our products and services.

##### Use of Services and Support:

Data relating to our Services, including the following:

1. When you update your information, communicate with us, or order new Services; and
2. Issues you encounter requiring our support or assistance.

We store this data we collect within our system log files.

Your telephone conversations with us (which we may monitor or record).

#### How We Use Your Information:

We use the information we collect, both on its own and combined with any other information we collect about you, for the following purposes:

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1. To provide the requested Services to you;
2. To provide you with useful content;
3. To ensure the proper functioning of our Services
4. To offer and improve our Services;
5. To provide you with requested information or technical support
6. To diagnose problems with our servers or our Services;
7. In connection with our security and compliance programs;
8. To communicate with you;
9. To target prospective customers with our products or services (such targeting is only performed with your permission where your consent is required by applicable law); and
10. To assist us in offering you a personalised experience or otherwise tailor our Services to you.

Payment information that you provide to us, will only be used to facilitate payment for our products and services.

We also use recorded telephone conversations for quality control purposes, to train our employees and for our own protection.

### Sharing of information

#### Legal Process

If legally required to do so, or if we have a good faith belief that such disclosure is reasonably necessary, we may disclose your personal information to courts of law, law enforcement authorities and other relevant third parties, such as internet service providers, to conduct an investigation, respond to a third party or law enforcement subpoena or court order, bring legal action, prevent harm to others or pursue other relief when you or a third party are or may be:

- violating our terms and conditions of use;
- causing injury or other harm to, or otherwise violating the property or other legal rights, of us, other users, or third parties; or
- violating any applicable laws.

This disclosure can include transferring your information to the U.S. and other countries outside the European Economic Area. To the extent we are legally permitted to do so, it is our policy to notify you in the event that we are required to provide your personal information to third parties in connection with a subpoena.

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### Security

The transmission of information via the internet, email or text message is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your information transmitted through the Services or over email; any transmission is at your own risk. Once we have received your information, we will take appropriate technical and organisational measures to safeguard your personal information against loss, theft and unauthorised use, access or modification.

### Retention of Personal Information

We retain your personal information to provide services to you and as otherwise necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We will retain your personal information for no more than seven years following the later of (i) the date on which you terminate your use of the Services or (ii) unless we are otherwise required by law or regulation to retain your personal information for longer.

### Legal Basis for Processing Your Information

Depending on what information we collect from you and how we collect it, we rely on various grounds for doing processing your information under the GDPR, including the following reasons:

1. In order to administer our contractual relationship, including setting up your requested Services, payments, renewals and processes;
2. Because it is in our legitimate interest to run a successful and efficient business and provide you with the Services and other useful content;
3. In order to fulfil any legal obligations, we may have to collect this information from you; and/or
4. Because you have provided your consent for us to do so.

### Your Rights

Where the European Union's General Data Protection Regulation 2016/679, or GDPR, applies, in certain circumstances and subject to data processing agreements, you have rights in relation to the personal information we hold about you. Please

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note that we will require you to verify your identity before responding to any requests to exercise your rights by providing details only known to the account holder. To exercise any of your rights, please send an email to [kevin@kjwtechsolutions.co.uk](mailto:kevin@kjwtechsolutions.co.uk) Please note that for each of the rights below we may have valid legal reasons to refuse your request, in such instances we will let you know if that is the case.

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### Access

You have the right to know whether we process personal information about you, and if we do, to access data we hold about you and certain information about how we use it and who we share it with.

### Portability

You have the right to receive a subset of the personal information you provide us if we process it on the legal bases of our contract with you or with your consent in a structured, commonly used and machine-readable format and a right to request that we transfer such personal information to another party. If you wish for us to transfer the personal information to another party, please ensure you detail that party and note that we can only do so where it is technically feasible. We are not responsible for the security of the personal information or its processing once received by the third party.

### Correction

You have the right to require us to correct any personal information held about you that is inaccurate and have incomplete data completed. Where you request correction, please explain in detail why you believe the personal information we hold about you to be inaccurate or incomplete so that we can assess whether a correction is required. Please note that while we assess whether the personal information, we hold about you is inaccurate or incomplete, you may exercise your right to restrict our processing of the applicable data.

### Erasure

You may request that we erase the personal information we hold about you in the following circumstances:

- where you believe it is no longer necessary for us to hold the personal information;
- we are processing it on the basis of your consent and you wish to withdraw your consent;
- we are processing your data on the basis of our legitimate interest and you object to such processing;
- you no longer wish us to use your data to send you marketing; or
- you believe we are unlawfully processing your data.

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Please provide as much detail as possible on your reasons for the request to assist us in determining whether you have a valid basis for erasure.

### Restriction of Processing to Storage Only

You have a right to require us to stop processing the personal information we hold about you other than for storage purposes in the following circumstances:

- You believe the personal information is not accurate for the period it takes for us to verify whether the data is accurate;
- We wish to erase the personal information as the processing we are doing is unlawful but you want us to simply restrict the use of that data;
- We no longer need the personal information for the purposes of the processing but you require us to retain the data for the establishment, exercise or defence of legal claims; or
- You have objected to us processing personal information we hold about you on the basis of our legitimate interest and you wish us to stop processing the personal information while we determine whether there is an overriding interest in us retaining such personal information.

### Objection

You have the right to object to our processing of data about you and we will consider your request. Please provide us with detail as to your reasoning so that we can assess whether there is a compelling overriding interest in us continuing to process such data or we need to process it in relation to legal claims.

You also have the right, at any time, to object to our processing of data about you in order to send you marketing, including where we build profiles for such purposes and we will stop processing the data for that purpose.

### Withdrawal of Consent

Where you have provided your consent to us processing your personal data, you can withdraw your consent at any time by emailing [kevin@kjwtechsolutions.co.uk](mailto:kevin@kjwtechsolutions.co.uk)

### Children

Our Services are not directed to persons under 18. We do not knowingly collect personal information from children under 18. If a parent or guardian becomes aware that his or her child has provided us with personal information without such parent or guardian's consent, he or she should contact us. If we become aware that a child



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under 18 has provided us with personal information, we will delete such information from our files.

### Anti-Spam Policy

KJW Technical Solutions Ltd maintains a zero-tolerance policy for use of its network or services in any manner associated with the transmission, distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail.

It is your obligation to ensure that e-mail sent by you, or on your behalf, does not violate this policy. We assume SPAM complaints are valid unless we are provided with credible information to the contrary.

1. You may not use any of our services or network to send SPAM. In addition, e-mail sent, or caused to be sent, to or through our network or services may not:
  - a. Use or contain invalid or forged headers
  - b. Use or contain invalid or non-existent domain names
  - c. Employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path
  - d. Use other means of deceptive addressing
  - e. Use a third party's Internet domain name, or be relayed from or through a third party's equipment, without permission of the third party
  - f. Contain false or misleading information in the subject line or otherwise contain false or misleading content
  - g. Fail to comply with additional technical standards described below
  - h. Otherwise violate KJW Technical Solutions Ltd Terms of Service
2. KJW Technical Solutions Ltd does not permit or authorize any attempt to use its network or services in a manner that could damage, disable, overburden or impair any aspect of any of our services, or that could interfere with any other party's use and enjoyment of any KJW Technical Solutions Ltd product or service.
3. We monitor for SPAM all traffic to and from our servers. Customers suspected of using KJW Technical Solutions Ltd products and services for the purpose of sending SPAM will be investigated. It is KJW Technical Solutions Ltd policy to immediately suspend, terminate and/or cancel any offending Web site or account sending SPAM.

## TERMS AND CONDITIONS

4. Users may be asked to produce records that verify that explicit affirmative permission was obtained from a recipient before a mailing was sent. KJW Technical Solutions Ltd may consider the lack of such proof of explicit affirmative permission of a questionable mailing.
5. Users are prohibited from maintaining open mail relays on their servers. Ignorance of the presence or operation of an open mail relay is not and will not be considered an acceptable excuse for its (the open mail relay) operation.
6. Users are prohibited from providing services for Web sites that have been included in SPAM, including, but not limited to hosting Web site(s), or providing DNS services or Web site redirect services.
7. It is a violation of this Policy to commission a third party to send e-mail that is in violation of this policy or of applicable law, even if that third-party does not use KJW Technical Solutions Ltd systems, networks or resources. E-mail not in compliance with this policy - regardless of source - which contains any reference to a Web site hosted by us or contains any reference or link to a network or system of KJW Technical Solutions Ltd is prohibited.
8. If KJW Technical Solutions Ltd believes that unauthorized or improper use is being made of our network, or any product or service, it may, without notice, take such action as it, in its sole discretion, deems appropriate, including blocking messages from a particular internet domain, mail server or IP address. KJW Technical Solutions Ltd may immediately suspend, terminate and/or cancel any account on any product or service which it determines, in its sole discretion, is transmitting or is otherwise connected with any e-mail that violates this policy.
9. KJW Technical Solutions Ltd reserves the right to suspend, terminate and/or cancel permanently any and all services provided to a User without any notification. In addition to any and all other rights hereunder or otherwise, if a Customer is in violation of this SPAM Policy, the Privacy Policy and the Terms and Conditions or uses of our services to disrupt or, in KJW Technical Solutions Ltd sole judgment, which could disrupt KJW Technical Solutions Ltd business operations, KJW Technical Solutions Ltd reserves the right to charge such Customer an administrative fee equal to £75.00 per each piece of SPAM sent.
10. To report an incidence of SPAM, please send an e-mail to [kevin@kjwtechsolutions.co.uk](mailto:kevin@kjwtechsolutions.co.uk)
11. Nothing in this policy is intended to grant any right to transmit or send e-mail to, or through, our network or services. Failure to enforce this policy in every instance does not amount to a waiver of KJW Technical Solutions Ltd rights.