



# General Terms of Service

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## 1 Parties of this agreement

Between:

**Inferno Communications Ltd**  
142 Bedford Road  
Letchworth Garden City  
SG6 4EA, GBR

and:

**The End User**  
The party receiving access to services, hereinafter referred to as 'you', 'your', 'the end-user', 'the customer'.

## 2 Introduction

Please read these terms carefully because they are a binding agreement between you and Inferno Communications Ltd.

Please note that these are our General Terms of Service, and our products may be pursuant to a separate manually or digitally executed agreement. Those additional terms become part of your agreement with us if you use or login to the services.

## 3 Definitions

**'We', 'us', 'our':** Inferno Communications Ltd.

**'Customer':** the natural or legal person whom we conclude the agreement

**'Services':** the products and/or services that we shall deliver to the Customer pursuant to the Agreement.

**'ASN':** an Autonomous System Number, a globally unique identifier for use in computer networking.

**'IP':** any Internet Protocol services we may offer, such as addresses.

**'IP Address':** version 4 or 6 IP address space.

**'RIPE Services':** our line of digital networking resources, such as ASNs and IP addresses.

**'RIPE Independent Assignment and Maintenance Agreement':** a separate agreement provided by us.

**'SpamHaus blacklist':** the IP blacklist operated by the SpamHaus project at spamhaus.org.

**'Barracuda blacklist':** the IP blacklist operated by Barracuda Networks at barracudacentral.org.

## 4 Term

This agreement will remain in effect during the term of your account being open with us. This agreement will terminate when your account is closed, and you no longer have any existing services with us.

## 5 Fees

We shall invoice the payable amounts to the end user. We may issue electronic invoices. We are entitled to invoice amounts that are due periodically prior to the delivery of Services.

You agree to pay us the applicable service fees for any service ordered. All fees payable hereunder are non-refundable even if your service is suspended, cancelled or otherwise not available.

## 6 RIPE Services

### 6.1 Independent Resources

This section covers any RIPE Independent Internet Number Resources issued by us.

RIPE Independent Internet Number Resources are provided subject to a signed RIPE Independent Assignment and Maintenance Agreement being provided to us.

In the event the RIPE NCC begins charging a recurring fee for holding AS numbers, we reserve the right to amend our pricing scheme to pass these costs onto the end user.

### 6.3 Abuse

In the event we receive notice of abuse of our IP related services by you or any party related to you, we will give notice that, unless agreed to in writing otherwise, you shall have one working week to either;

1. cease and desist from such activities
2. provide an explanation for your actions, to be deemed satisfactory by us

If neither of these conditions are met, your IP services shall cease, and we may prohibit you from receiving such services from us in the future.

If an IP address assigned to you becomes blacklisted on either SpamHaus blacklist or the Barracuda blacklist, a fine of 40 GBP per blacklisted IP address will be charged. Should you fail to remove the IP address from the blacklist within 48 hours, your service may be suspended.

## **7 Modifications**

We may modify this agreement at any time. We will make a best effort to inform you of the changes to these terms of service by a contact method on your account unless such a notification would require unreasonable effort. You can object to modifications within 14 days of the sending date of the notification. Should you object, we may choose to terminate the agreement within 14 days or at the next possible termination date. If you do not object, the new terms of service shall be regarded as accepted by you and shall become part of the contractual relationship.

## **8 Breach**

You agree that failure to abide by any provision of this agreement, or any other policy we hold, may be considered by us to be a material breach and that we may provide written notice, describing the breach to you. If within 14 calendar days of the date of such notice, you fail to provide evidence which is reasonably satisfactory to us, that you have not breached your obligations under the agreement, then we may deprovision or revoke resources associated with this agreement. Any such breach by you shall not be deemed to be excused because we did not act earlier in response to such a breach.

## **9 Warranties**

Except for the express warranties in this agreement, we do not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, and non-infringement. We are not responsible or liable for the deletion or failure to store any content or other communications maintained or transmitted through use of our services. We do not warrant that the services will be error-free or uninterrupted. The services are not intended for high-risk activities.

## **10 Limitation of liability**

You agree that our entire liability, and your exclusive remedy, with respect to any services we provide to you under this agreement and any breach of this agreement, is solely limited to the amount you paid for any initial costs of the service. We shall not be liable for any lost profits, revenues, data, financial losses or indirect, special, consequential, exemplary, or punitive damages. As some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the extent permitted by law.

## **11 Notices**

Any notice, direction or other communication under this agreement shall be in writing and given by sending it via email, or any other agreed upon contact method under your account. In the case of

email, validate notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender.

## **12 Force majeure**

You acknowledge and agree that we shall not be responsible for any failures or delays in performing the respective obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons, and floods.