



General Terms of Service

Last updated 28th July 2022.

1	Parties of this agreement	1
2	Introduction.....	1
3	Definitions.....	1
4	Term	2
5	Fees	2
6	RIPE Services	2
6.1	Independent Resources	2
6.2	Provider Aggregated Resources	2
6.3	Abuse	2
7	Modifications	2
8	Breach	3
9	Warranties	3
10	Limitation of liability	3
11	Notices	3
12	Force majeure	3

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'.

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

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

'IP' refers to any Internet Protocol services we may offer, such as addresses.

'IP Address' refers to version 4 or 6 IP address space.

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

'RIPE Independent Assignment and Maintenance Agreement' refers to a separate agreement provided by us.

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.

5 Fees

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.

6.2 Provider Aggregated Resources

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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.

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.