

Domain of One's Own Web Hosting Service General Terms and Conditions
between
Coventry University Group (“Domain Provider”)
and
The user (account owner / sub domain holder)

These General Terms and Conditions set out the terms and conditions under which Coventry University Group will provide services to Users.

1. Definitions and Interpretation

The following terms shall have the following meanings:

“Coventry University Group”	means Coventry University, any subsidiary or holding company of Coventry University from time to time and any subsidiary from time to time of a holding company of Coventry University.
“Content”	means any text, graphics, images, audio, video, software, data compilations, personal data and any other form of information capable of being stored in a computer that appears on or forms part of any Web Site created by the User.
“Confidential Information”	all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is: a. identified as confidential at the time of disclosure; or b. ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
“Data Protection Legislation”	the Data Protection Act 2018 and (for as long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any other directly legislation, regulation relating to privacy.
“Data Subject”	has the meaning set out in Data Protection Legislation.
“Personal Data”	has the meaning set out in Data Protection Legislation.
“Privacy Policy” “Cookie Policy”	means Coventry University Group Privacy and Cookie Policy as amended from time to time, which can be found on the website .
“Service”	means collectively any on line facilities, tools, services or information available through the Coventry.Domains either now or in the future
“Site”	each website at [URL] to be hosted by the Host pursuant to this agreement.
“System”	means any online communications infrastructure that Coventry University Group makes available through the Web Hosting either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links.
“Sub-domains”	are domains that are a part of the main domain www.coventry.domains
“User/s”	staff and students who are being provided with the hosting services by the Coventry University Group and are therefore holders of a Coventry.Domains account.
“Hosting space”	means the server space allocated to each user, which can be used to create web sites or install other kind of web applications available in the platform.
“One's Own	are collections of web pages published by means of this web hosting

Websites” “Website”	service.
"Visitor"	Means all those who visit a website hosted by Coventry.Domains

Agreement: The Agreement is formed between Coventry University Group and the User of the Service. The Agreement is formed of these General Terms and Conditions, the ICT Code of Conduct, General Regulation and Data Protection Policy. The Agreement shall apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer may attempt to introduce or rely on. Coventry University Group reserves the right to amend, add to or subtract from these General Terms and/or any other documentation set out above at any time and without the consent of the User.

2. Agreed Terms

- 2.1. Coventry University Group shall provide web hosting services to staff and students. These General Terms and Conditions are not an offer to provide Services but a statement of the terms under which the Services would be provided. This Web Hosting Service is being made available to the User for personal or educational purposes only, unless otherwise given express written permission to do so by the Coventry University Group.
- 2.2. The Service is provided free of charge “as is” and on an “as available” basis and there will be no guarantees on the duration of the availability of the Service. We give no warranty that the Service will be free of defects and/ or faults.
- 2.3. Coventry University Group provides the Coventry. Domains service together with a third party Reclaim Hosting.
- 2.4. Coventry University Group shall be entitled to suspend the provision of the Services in the event that the User and/or Visitor of the website breaches these Terms and Conditions or where Coventry University Group reasonably believes this has or will occur. Coventry University shall have no liability to the User as a result of such suspension.
- 2.5. Coventry University Group reserves the right at any time and from time to time to improve, correct, or otherwise modify any or all of the Services. Coventry University Group will endeavor to give the User reasonable notice of any such modification where possible.
- 2.6. Coventry University Group reserves the right to refuse service for any reason at its discretion.
- 2.7. Coventry University Group shall be entitled to verify the User’s email and any other personal information from time to time. In the event that Coventry University Group is unable to verify User’s details, Coventry University Group may suspend the provision of the Services without liability.
- 2.8. Without prejudice to its other rights and remedies, Coventry University Group may at its sole discretion suspend, in whole or in part, the provision of the Services (temporarily or permanently) and without liability to the User.
- 2.9. The Coventry University Group accepts no liability for any disruption or non-availability of service from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

3. User/s Obligations

- 3.1. The User shall comply these Terms and Conditions when requesting the service.
- 3.2. The User warrants that any material it provides, creates and process will be accurate in all respect and will not include material which is illegal, the accessing, transmitting, holding or supplying of which could be a criminal offence or which is otherwise unlawful or in breach of any applicable law or code of practice applying to such material.
- 3.3. the User warrants that it will:
 - 3.3.1. immediately inform Coventry University Group on becoming aware of any unauthorised use of the Services and/or the User’s system

- 3.3.2. obtain all necessary licenses, waivers and consents required for the use of the Services and the User's material;
- 3.3.3. not use the Services or allow them to be used for unlawful purpose or for the publication, linking to, issue or display of any unlawful or objectionable material (including any pirated content, material which is obscene, threatening, malicious, harmful, abusive, defamatory or which breaches any third party's intellectual property rights or which encourages criminal acts or contains any virus, worm, malware, trojan horse or harmful code) whether under English law or any other jurisdiction where the results of such purpose or the material in question can be accessed;
- 3.3.4. comply with all applicable legal requirements in using the Services including, but not limited to, the Data Protection Act 2018, The General Data Protection Regulation 2016, The Privacy and Electronic Communications Regulations 2003 and the Computer Misuse Act 1990;
- 3.3.5. not use the Services or allow the Services to be used for the publication, web forwarding, linking to issue of or display or any material which in the absolute discretion of Coventry University Group may harm Coventry University.
- 3.3.6. comply, and ensure that anyone using the Services complies, with the Safe Use of IT Facilities Policy, General and Academic Regulation in particular Code of Conduct for use of ICT facilities and the Data Protection Policy;
- 3.3.7. comply expeditiously with any Coventry University Group security policy notified to the User from time to time;
- 3.3.8. be entirely liable for all activities conducted and charges incurred under the user name and password whether authorised by it or not and the Users acknowledges that Coventry University Group shall not be liable for any loss of confidentiality or any damage resulting from the User's inability to comply with the Agreement;
- 3.3.9. ensure that all material or data hosted by Coventry University Group on any website operated by the User or communicated through such site is checked for viruses and other harmful code and has appropriate security patches applied;
- 3.4. The User is not permitted to Assign or Transfer the administrative rights of their web hosting to any other person and doing so will terminate this agreement.
- 3.5. the Customer acknowledges that Coventry University Group has no obligation to:
 - 3.5.1. train the User on use of the Services;
 - 3.5.2. manipulate in any way any material which the User wishes to and/or does post on any web site or other system or any communication it wishes to send via or in relation to the Services; or
 - 3.5.3. validate, vet or edit such material for usability, legality, content or correctness.
- 3.6. The User shall promptly provide to Coventry University Group, or anyone authorised by Coventry University Group, such information and assistance as may reasonably be requested from the User.
- 3.7. If, in Coventry University Group opinion, the User is in breach of its warranties at clauses 3.3.3, 3.3.4, 3.3.5 or 3.3.6 above, Coventry University Group shall be entitled to suspend the provision of the Services and/or terminate the Agreement without liability. Coventry University Group also reserves the right to inform any appropriate public bodies of User's details.
- 3.8. The User shall not resell, assign or transfer the benefit of the Services to any third party.

4. Intellectual Property

- 4.1. The User acknowledges and accepts that it will not own or acquire any Intellectual Property Rights in or relating to the Services and that it will have no rights in or to the Services other than the rights expressly granted in these Terms and Conditions.
- 4.2. You may reuse someone else's copyright protected works under certain circumstances, but it is your responsibility to ensure that you comply with UK's copyright legislation (for further

details see [Exceptions To Copyright – An Overview](#) available online).

- 4.3. All content published by means of the Coventry.Domains Web Hosting (including, but not limited to text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software) that has been created by Users as part of their employment or under student contract shall be a property of Coventry University Group and the authors. Both staff and students are allowed to release their content under open licences such as Creative Commons, as long as it is done in compliance with the CUG OER Policy. Any Intellectual Property created purely in a personal capacity and without the use of Coventry University Group faculties and/or recourses, will be owned by the student.
- 4.4. The use of the Services for commercial purposes are subject to an explicit approval by Coventry University Group Legal Services. Coventry University Group may require a fee or a share of the income for this type of use of the Service. The Coventry University Group makes no representation or warranty that the use of the Service is suitable for use in commercial situations or that it constitutes accurate data and/or advice on which business decisions can be based.
- 4.5. The User will indemnify and keep Coventry University Group indemnified from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses, damages, claims, demands, legal costs (on a full indemnity basis) and judgments which Coventry University Group incurs or suffers as a consequence of infringement of any Intellectual Property Right of any third party arising directly or indirectly from User using the Service.

5. Data Protection

- 5.1. Both parties warrant that they will comply at all times with all relevant Data Protection Legislation.
- 5.2. Where Coventry University Group is collecting, storing and/or processing User's personal data Coventry University Group shall be acting as Data Controller as defined by Data Protection Legislation.
- 5.3. Where the User uses the Services provided by Coventry University Group to collect, store and process personal data about Visitors, the User accepts that it is acting as the Data Controller and Coventry University Group is the data processor. In such circumstances, the Customer confirms that it will comply with any Data Controller Obligation set out by Data Protection Legislation and [Information Commissioner's Office](#).
- 5.4. The User shall be responsible where the User is collecting, storing, processing personal data to collect Consent or Identify any other Lawful Basis for processing personal data as defined by Data Protection Legislation and to provide a Privacy Notice on the website identifying any User's responsibilities as Data Controller and any Data Subject Rights as defined by Data Protection Legislation and [Information Commissioners Office](#).
- 5.5. The User shall be responsible to comply with legislation regulating the use of cookies should the User decides to use cookies on the website, for further details see [Information Commissioner's Office](#).
- 5.6. By using the Service and collecting personal data User agrees to abide by these terms and conditions and agrees to not infringe the current Data Protection Legislation or Copyright laws.

6. Confidentiality

- 6.1. Each party shall (unless required by law to the contrary):
 - 6.1.1. keep confidential all information received from the other party under or in connection with these Terms and Conditions ('the Confidential Information');
 - 6.1.2. not disclose the any Confidential Information to any third party without the prior written consent of the disclosing party save where such disclosure is necessary for the performance of these Terms and Conditions; and

- 6.1.3. not use any Confidential Information other than for the purpose of these Terms and Conditions.
- 6.2. Clause 6.1 shall not apply to the extent that such Confidential Information which:
 - 6.2.1. is or becomes public knowledge otherwise than due to a breach of clause 6.1;
 - 6.2.2. was in possession of the receiving party without restriction prior to receiving it from the disclosing party; or
 - 6.2.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 6.3. Nothing in this clause 6 shall prevent either party from disclosing any Confidential Information as required by law and/or to a public or regulatory body, for the purposes of law enforcement or in connection with legal proceedings in the UK.
- 6.4. Either party shall be entitled to disclose the other party's Confidential Information to its employees and subcontractors or professional advisors provided such disclosure is under conditions of confidentiality.
- 6.5. The obligations under this clause 6 shall survive termination of the Agreement.

7. Term

- 7.1. This Agreement shall continue in full force and effect until this Agreement is terminated in accordance with the terms of this Clause 7.
- 7.2. Either Party shall be entitled to terminate this Agreement immediately by written notice to the other Party upon the provision of thirty (30) Business Days written notice at any time.
- 7.3. Any termination of this Agreement shall be without prejudice to any other rights or remedies of a Party under this Agreement or at law and will not affect any accrued rights or liabilities of a Party at the date of termination nor shall termination affect any rights or obligations of the Parties which are to be observed or performed after such termination.

8. Limitation of Liability

- 8.1. To the maximum extent permitted by law, the Coventry University Group accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Services or any information contained therein. Users should be aware that they use the Web Hosting and its Content is at their own risk.
- 8.2. Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.
- 8.3. Any websites published through this hosting service should display the following disclaimer: *"The information, views, and opinions, topics, discussion contained on this website are those of the author(s) and do not reflect the views and opinions of the Coventry University."*
- 8.4. Any breach of these terms and conditions will terminate this agreement which will also mean you will no longer be able to use the Service.

9. Law and Jurisdiction

- 9.1. These terms and conditions and the relationship between you and The Coventry University Group shall be governed by and construed in accordance with the law of England and Wales, and Field Initiatives and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.