

# General Terms and Conditions

Last revised: 17 June 2026

## Article 1 — Scope and Hierarchy

**1.1** These General Terms and Conditions (“Terms”) govern all offers, agreements, products, and services provided by Pladinum Group SL (“Pladinum”, “we”, “us”, “our”), a company incorporated under the laws of Spain.

**1.2** These Terms apply to all Customers, whether Consumer or Business Customer, unless explicitly agreed otherwise in a separate written agreement.

**1.3** Where service-specific terms, policies, or Data Processing Agreements (“DPAs”) apply, they form an integral part of the Agreement. In the event of conflict, the following order of precedence applies: (i) mandatory law; (ii) service-specific agreements; (iii) Data Processing Agreement; (iv) Service Level Agreement; (v) these Terms.

**1.4** The Customer’s own general terms and conditions are expressly excluded and shall not apply, unless Pladinum has accepted them in writing.

**1.5** By placing an order, creating an account, or using any Service, the Customer accepts these Terms without reservation. These Terms, together with any applicable service-specific agreements, constitute the entire Agreement between the parties and supersede all prior oral or written proposals, agreements, or representations.

## Article 2 — Definitions

For the purposes of these Terms, the following definitions shall apply:

**“Customer”** means any natural or legal person, including unincorporated partnerships and their authorised representatives, entering into or intending to enter into an Agreement with Pladinum.

**“Consumer”** means a natural person acting for purposes outside their trade, business, craft, or profession, as defined under applicable EU consumer protection law.

**“Business Customer”** means any Customer that is not a Consumer.

**“Agreement”** means any contract concluded between Pladinum and the Customer, incorporating these Terms and any applicable service-specific documents.

**“Services”** means, individually and collectively, the hosting, domain, security, privacy, communication, compliance, and related products and services offered by Pladinum, as described in Article 4.

**“Third-Party Services”** means products or services supplied by external providers that are integrated with, resold through, or made available via Pladinum.

**“Customer Content”** means all data, files, media, code, databases, and other materials created, uploaded, stored, or processed by the Customer using the Services.

**“Account”** means the Customer’s registered account on the Pladinum platform, accessible via the customer portal.

**“Personal Data”** means any information relating to an identified or identifiable natural person, as defined under the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

“**DPA**” means the Data Processing Agreement concluded between Pladinum and the Customer pursuant to Article 28 GDPR.

“**SLA**” means the Service Level Agreement specifying uptime commitments, performance metrics, and remedies.

“**AUP**” means the Acceptable Use Policy, available on the Pladinum website.

“**Site**” means the Pladinum website(s), platform(s), and customer portal.

## **Article 3 — Formation of the Agreement**

**3.1** An Agreement is concluded upon Pladinum’s explicit confirmation, issuance of a welcome communication, or commencement of service delivery, whichever occurs first.

**3.2** Pladinum may rely on third-party availability for the delivery of certain Services. Where Pladinum depends on the involvement of an external party, Pladinum’s obligation to deliver shall be subject to the availability of the relevant good or service at the time of consultation with the external party.

**3.3** Pladinum shall verify third-party availability within five (5) working days of receiving payment. If the ordered Service is unavailable, the Agreement shall terminate and Pladinum shall refund the amount paid without any further obligations. If the Service is available at a different price, Pladinum shall inform the Customer, who may accept or decline the revised terms.

**3.4** Individual quotations are valid for fifteen (15) calendar days unless stated otherwise and may be withdrawn at any time prior to acceptance.

## **Article 4 — Services Overview**

Pladinum provides, among others, the following categories of Services:

**4.1 Hosting Services.** Shared hosting, VPS hosting, cloud hosting, dedicated server hosting, managed hosting, and WordPress-optimised hosting environments.

**4.2 Domain Name Services.** Domain name registration, transfer, management, and renewal through Pladinum’s partnership with OpenProvider.

**4.3 SSL/TLS Certificate Services.** Issuance, installation, management, and renewal of SSL/TLS certificates for secure communications.

**4.4 Website Builder and WordPress Management.** Website creation tools, managed WordPress services including updates, security hardening, performance optimisation, and ongoing maintenance.

**4.5 Server Administration and Management.** Server setup, configuration, monitoring, maintenance, security patching, and performance tuning.

**4.6 VPN and Privacy Products.** Virtual private network and secure-networking solutions provided through third-party providers, including a zero-trust mesh networking service for business use and a privacy-focused VPN service for personal use, designed to protect Customer communications and data in transit.

**4.7 Website Protection and Security.** Security hardening, DDoS mitigation, malware scanning, web application firewall services, and proactive threat monitoring.

**4.8 Backup and Disaster Recovery.** Automated and on-demand backup solutions, including Acronis-based disaster recovery, with configurable retention policies and restoration procedures.

**4.9 Multi-Layer Domain Protection.** Comprehensive domain protection covering: (i) administrative lock; (ii) DNS security; (iii) server-level protection; (iv) DNSSEC implementation; (v) ownership certificate validation; and (vi) two-factor authentication for domain management.

**4.10 GDPR Compliance Tooling.** Cookie consent management and privacy compliance solutions provided in partnership with CookieFirst, including consent banner deployment, preference management, and compliance reporting.

**4.11 Business Email Hosting.** Professional email hosting with custom domain support, collaboration tools, and enterprise-grade security features.

**4.12 Mail Server and Newsletter Infrastructure.** Transactional email delivery, newsletter distribution, and bulk mailing infrastructure with compliance safeguards for CAN-SPAM and ePrivacy regulations.

Service descriptions on the Site or in commercial materials do not constitute binding guarantees unless expressly stated in a service-specific agreement or SLA.

## Article 5 — Term, Renewal, and Termination

**5.1 Term.** Unless otherwise agreed, Agreements are concluded for an initial fixed term of one (1) year.

**5.2 Auto-Renewal.** At the end of each term, the Agreement shall automatically renew for successive periods equal to the initial term, unless either party provides written notice of termination at least one (1) month prior to the expiry of the current term.

**5.3 Cancellation Methods.** The Customer may cancel the Agreement: (i) electronically via the customer portal at my.pladinum.com; (ii) by registered post; or (iii) via the support ticketing system.

**5.4 Early Termination.** In the event of early termination by the Customer, no refund or compensation shall be due for the remaining term, except where mandatory consumer protection law provides otherwise.

**5.5 Termination for Cause.** Pladinum may suspend or terminate Services immediately and without prior notice in the event of: (i) material breach of these Terms or any applicable policy; (ii) non-payment beyond the cure period specified in Article 6; (iii) use of Services in violation of applicable law; (iv) activities that pose a security risk to Pladinum's infrastructure or other customers; or (v) insolvency, liquidation, or cessation of business by the Customer.

**5.6 Consequences of Termination.** Upon termination: (i) all outstanding amounts become immediately due and payable; (ii) the Customer's access to Services shall be revoked; (iii) Pladinum shall retain Customer Content for a period of thirty (30) calendar days, after which it may be permanently deleted. The Customer is solely responsible for exporting their data prior to the effective date of termination.

## Article 6 — Prices and Payment

**6.1 Pricing.** All prices are quoted in euros and are exclusive of applicable taxes (including Spanish IVA/VAT), unless explicitly stated otherwise. For EU Consumers, the first visible price shall include applicable VAT in compliance with the EU Consumer Rights Directive and the Omnibus Directive.

**6.2 Tax Responsibility.** VAT shall be calculated and applied at checkout based on the Customer's location and customer type. Business Customers within the EU with a valid VAT identification number may be eligible for reverse charge treatment. Customers are responsible for verifying their own tax obligations.

**6.3 Payment Terms.** Unless otherwise agreed, the full amount for the applicable service period is due at the start of each term. Invoices shall be payable within the period stated thereon.

**6.4 Late Payment.** If the Customer fails to pay within fourteen (14) calendar days after the due date, and after receiving a reminder stating the consequences of non-payment, the following shall apply: (i) statutory interest shall accrue on the outstanding amount; (ii) the Customer shall owe reasonable collection costs of fifteen percent (15%) of the principal amount, subject to a minimum of EUR 40; (iii) Pladinum may suspend all Services and render hosted websites inaccessible until full payment is received; and (iv) Pladinum may terminate the Agreement pursuant to Article 5.5.

**6.5 Price Changes.** Pladinum reserves the right to modify prices at any time during the term of the Agreement. The Customer shall be notified of price changes via email and through the Site at least two (2) months prior to the new prices taking effect. The Customer may terminate the Agreement free of charge by providing written notice within thirty (30) calendar days of receiving notification of the price change.

**6.6 Discounts.** Discounts are applied per Customer account and are not cumulative. Pladinum reserves the right to revoke discounts without notice in the event of misuse, including but not limited to the creation of multiple accounts to exploit promotional offers.

## **Article 7 — Domain Name Registration**

**7.1** Domain name registration is conducted through Pladinum's official partnership with OpenProvider and is subject to the rules and regulations of the relevant domain registries, including but not limited to ICANN, SIDN, DNS Belgium, DNS.LU, Afnic, Nominet, and Dominios.es.

**7.2** Payment and receipt of a confirmation or invoice does not guarantee successful registration of a domain name. The domain shall only be deemed registered upon explicit written confirmation from Pladinum.

**7.3** The Customer is solely responsible for ensuring that domain name registrations do not infringe upon the intellectual property rights or other rights of third parties. The Customer shall indemnify Pladinum against any claims arising from domain name registrations made at the Customer's request.

**7.4** If a domain name cannot be registered due to an error attributable to the Customer, Pladinum reserves the right to charge an administration fee of EUR 25, without prejudice to any claim for actual damages suffered.

**7.5 Consumer Right of Withdrawal and Domain Names.** By requesting the immediate registration of a domain name, the Consumer acknowledges and agrees that the right of withdrawal under Article 8 shall no longer apply once the domain name has been successfully registered, as the service will have been fully performed.

## **Article 8 — Consumer Right of Withdrawal**

**8.1** If the Customer is a Consumer, they are entitled to withdraw from the Agreement within fourteen (14) calendar days without providing any reason. This withdrawal period commences on the day the Agreement is concluded or, in the case of goods, on the day the Consumer physically takes possession thereof.

**8.2** To exercise this right, the Consumer must inform Pladinum in writing within the withdrawal period. Pladinum shall reimburse all payments received, including standard delivery costs, using the same payment method originally used by the Consumer, without undue delay and no later than fourteen (14) calendar days from the date of withdrawal.

**8.3** The right of withdrawal does not apply to domain name registrations where the Consumer has expressly consented to immediate performance and acknowledged the loss of the withdrawal right, as specified in Article 7.5.

## **Article 9 — Acceptable Use and Compliance**

**9.1** The Customer shall use the Services in compliance with these Terms, the Acceptable Use Policy (AUP), and all applicable local, national, EU, and international laws and regulations.

**9.2 Prohibited Activities.** Without limitation, the following activities are prohibited: (i) hosting, distributing, or facilitating illegal content or activities; (ii) distributing malware, engaging in phishing, network attacks, or any form of computer intrusion; (iii) sending unsolicited bulk communications (spam); (iv) infringing upon intellectual property rights or other proprietary rights of third parties; (v) engaging in fraud, identity theft, or deceptive practices; (vi) activities that compromise the integrity, stability, or security of Pladinum's infrastructure or other customers' services; and (vii) excessive or abusive resource consumption that degrades service quality.

**9.3** Where the Customer fails to comply with the AUP, the Customer agrees to bear all costs and charges incurred by Pladinum for remediation of any resulting issues.

**9.4** Pladinum may suspend or restrict Services without prior notice where it reasonably determines that continued provision would pose a legal, security, or operational risk.

## **Article 10 — Data Protection and GDPR**

**10.1 Controller and Processor Roles.** Pladinum processes Personal Data both as a controller (for account management, billing, and service provision) and as a processor (where it processes Personal Data on behalf of the Customer in the context of hosted services). The applicable role depends on the nature of the specific Service.

**10.2 Data Processing Agreement.** Where the Customer acts as a data controller under the GDPR and processes Personal Data using Pladinum's Services, a Data Processing Agreement (DPA) in compliance with Article 28 GDPR must be concluded between the parties. Pladinum provides a standard DPA which the Customer may execute through the customer portal or upon request.

**10.3** If the Customer elects not to conclude a DPA, the Customer warrants that they shall not process Personal Data using the Services and agrees to indemnify Pladinum against any claims, fines, or damages arising from the Customer's processing of Personal Data without a valid DPA.

**10.4** Where the Customer is a natural person (data subject under the GDPR), Pladinum shall process Personal Data in accordance with its Privacy Policy, available on the Site.

**10.5 Customer Responsibility.** The Customer is solely responsible for the lawful collection, processing, storage, and transfer of Personal Data within their hosted environment, including compliance with GDPR, ePrivacy Directive, and any other applicable data protection legislation.

**10.6 GDPR Compliance Tooling.** Where the Customer utilises Pladinum's GDPR compliance tooling (provided in partnership with CookieFirst), the Customer acknowledges that such tools are provided as technical aids and do not constitute legal advice. The Customer remains solely responsible for ensuring their website's compliance with applicable privacy regulations.

## **Article 11 — Security, Backups, and Business Continuity**

**11.1** Pladinum applies industry-standard technical and organisational security measures to protect its infrastructure and the Services, including but not limited to firewall protection, intrusion detection, encrypted communications, and regular security patching.

**11.2** Backup and disaster recovery services (including Acronis-based solutions) are designed to reduce the risk of data loss but do not guarantee complete protection against all failure scenarios. Pladinum shall not be liable for data loss where the Customer has failed to maintain independent backups.

**11.3** The Customer is responsible for maintaining their own backups and for the integrity and security of Customer Content within their hosted environment, unless explicitly agreed otherwise in a service-specific agreement.

**11.4** The Customer is responsible for securing their Account credentials, including the use of strong passwords and two-factor authentication where available. Pladinum shall not be held liable for losses resulting from compromised credentials.

## **Article 12 — Intellectual Property**

**12.1 Pladinum IP.** All intellectual property rights related to the Services, including but not limited to software, documentation, designs, interfaces, and any materials developed to prepare or execute the Agreement, are and shall remain the exclusive property of Pladinum or its licensors.

**12.2 Customer Licence.** The Customer is granted a limited, non-exclusive, non-transferable, and revocable right to use the Services for the purposes agreed upon in the Agreement. This right does not constitute any transfer of intellectual property.

**12.3 Customer Content Ownership.** The Customer retains full ownership of all intellectual property rights in their Customer Content. Pladinum does not claim ownership over Customer Content.

**12.4 Limited Licence to Pladinum.** By uploading or storing Customer Content on Pladinum's infrastructure, the Customer grants Pladinum a limited, non-exclusive licence to use Customer Content solely to the extent necessary to provide, maintain, and secure the Services. This licence terminates upon removal of the Customer Content or termination of the Agreement.

**12.5** The Customer shall not copy, reproduce, reverse-engineer, disassemble, or create derivative works from Pladinum's intellectual property without prior written consent. The Customer shall not remove or modify any proprietary notices, copyright markings, or technical protection measures applied by Pladinum.

## **Article 13 — Liability**

**13.1 Limitation.** Pladinum's total aggregate liability for any damages sustained by the Customer as a result of a failure to comply with its obligations under the Agreement shall be limited to the total fees (excluding VAT) paid by the Customer for the affected Services during the three (3) months immediately preceding the event giving rise to the claim. In no event shall Pladinum's total direct damage liability exceed ten thousand euros (EUR 10,000).

**13.2 Exclusion of Indirect Damages.** Pladinum shall not be liable for indirect damages, consequential damages, loss of profits, loss of data, missed savings, loss of business opportunity, reputational damage, or damages resulting from business interruption.

**13.3 Notice of Default.** Pladinum's liability for attributable non-compliance shall only arise if the Customer provides a written notice of default specifying the issue in detail and granting Pladinum a cure period of at least fourteen (14) calendar days. The notice must be received within thirty (30) calendar days of the Customer discovering the damage.

**13.4 Exceptions.** The limitations and exclusions set forth in this Article shall not apply in cases of: (i) intentional misconduct or gross negligence by Pladinum's management; or (ii) death or personal injury caused by Pladinum's actions or omissions.

**13.5 Customer Liability.** The Customer is liable for any damages resulting from their own errors, failures, or non-compliance with these Terms, and shall indemnify Pladinum against any claims arising from the Customer's use of the Services or breach of the Agreement, including claims by third parties.

**13.6 No Guarantees Regarding Third-Party Services.** Pladinum makes no representations or warranties regarding the availability, functionality, or compatibility of Third-Party Services, even where such services are integrated with or accessible through Pladinum's platform.

## **Article 14 — Service Availability**

**14.1** Services are provided on an "as available" basis. Pladinum's delivery and uptime commitments are specified in the applicable SLA and are stated for indicative purposes only unless expressly agreed otherwise.

**14.2** The Customer acknowledges that planned maintenance, software upgrades, infrastructure changes, or events beyond Pladinum's reasonable control may result in temporary interruptions. Pladinum shall use commercially reasonable efforts to provide advance notice of scheduled maintenance.

**14.3** Pladinum shall not be liable for interruptions caused by factors outside its reasonable control, including but not limited to network failures, upstream provider outages, hardware failures, or force majeure events as described in Article 17.

**14.4 Beta Services.** Pladinum may from time to time offer pre-release or experimental features ("Beta Services"). Beta Services are provided "as is" and "with all faults", without warranties of any kind. Pladinum may modify or discontinue Beta Services at any time without notice.

## **Article 15 — Content Monitoring and Enforcement**

**15.1** Pladinum does not actively monitor or pre-screen Customer Content. However, Pladinum reserves the right (but does not assume the obligation) to review Customer Content and determine whether it complies with these Terms and applicable law.

**15.2** Where Pladinum becomes aware of Customer Content that violates these Terms or applicable law, Pladinum may: (i) remove the offending content; (ii) suspend or restrict the Customer's access to the affected Services; or (iii) terminate the Account, in each case without prior notice where the severity of the violation warrants immediate action.

**15.3** Pladinum may report violations to the relevant authorities as required or permitted by applicable law.

## **Article 16 — EU Digital Services Act (DSA) Compliance**

**16.1** This Article applies to the extent that Pladinum provides intermediary services within the scope of Regulation (EU) 2022/2065 (Digital Services Act) to recipients in the European Union.

**16.2 Notice and Action.** Any person may report the presence of content they consider illegal on the Site or within a Service through Pladinum's designated notice-and-action mechanism. Pladinum shall process such notices in a timely, diligent, and non-discriminatory manner in accordance with the DSA.

**16.3** Pladinum may suspend the processing of notices from persons who frequently submit manifestly unfounded reports.

**16.4 Internal Complaint Mechanism.** Customers who disagree with a content moderation decision may lodge a complaint through the support channels. Complaints shall be reviewed by qualified personnel in a timely and non-arbitrary manner.

## **Article 17 — Force Majeure**

**17.1** Pladinum shall not be liable for any failure or delay in the performance of its obligations under the Agreement to the extent that such failure or delay is caused by events beyond Pladinum's reasonable control, including but not limited to natural disasters, acts of war or terrorism, epidemics, governmental actions, telecommunications failures, cyber attacks, or failures of third-party service providers or infrastructure ("Force Majeure").

**17.2** In the event of Force Majeure, Pladinum shall inform the Customer in writing as soon as reasonably practicable, describing the event and its expected duration, and shall resume performance of its obligations once the Force Majeure event has ceased.

**17.3** If a Force Majeure event continues for a period exceeding ninety (90) calendar days, either party may terminate the affected Agreement by written notice.

## **Article 18 — Anti-Spam Policy**

**18.1** The transmission of unsolicited bulk or commercial communications (spam) through Pladinum's Services is strictly prohibited. The Customer must comply with all applicable laws and regulations governing electronic communications, including the ePrivacy Directive (Directive 2002/58/EC) and the CAN-SPAM Act of 2003.

**18.2** Commercial or bulk communications may only be sent to recipients who have provided prior opt-in consent. All such communications must include: (i) a valid return address; (ii) the sender's physical address; and (iii) a functioning opt-out mechanism.

**18.3** Pladinum reserves the right to monitor traffic for signs of spam activity and to suspend or terminate Services that are associated with spam distribution, without prior notice.

## **Article 19 — VPN Services — Specific Terms**

**19.1** Where the Customer subscribes to Pladinum's VPN services, the following additional terms apply.

**19.2 No-Log Policy.** Pladinum does not log or monitor VPN traffic content. As the VPN services are provided through third-party providers, the logging and data-handling practices applicable to VPN traffic are those of the relevant underlying provider, as set out in that provider's own privacy policy. Any minimal operational metadata processed by Pladinum is handled solely for the purpose of maintaining service quality and security, in accordance with the Privacy Policy.

**19.3 Jurisdictional Limitations.** VPN services are subject to the laws of the jurisdiction in which Pladinum operates. The Customer acknowledges that VPN usage must comply with the laws of the Customer's own jurisdiction and the jurisdiction of the VPN endpoint.

**19.4** Pladinum does not guarantee that VPN services will circumvent all geographic restrictions or censorship measures, and makes no warranties regarding connection speed, availability, or compatibility with specific applications or services.

## **Article 20 — Third-Party Services and Partnerships**

**20.1** Certain Services may be provided through or in partnership with third parties, including but not limited to OpenProvider (domain names and SSL certificates), Leaseweb (server infrastructure), CookieFirst (GDPR compliance tooling), and Acronis (backup and disaster recovery).

**20.2** By using Third-Party Services, the Customer acknowledges and agrees to comply with the terms and conditions of the respective third-party provider, which are available on the provider's website.

**20.3** Pladinum does not assume responsibility for the availability, performance, content, or policies of Third-Party Services. The Customer acknowledges that third-party terms may change without notice from Pladinum.

## **Article 21 — Communication and Notification**

**21.1** The Customer must immediately notify Pladinum of any changes to contact information, including addresses, phone numbers, email addresses, and authorised contact persons.

**21.2** If the Customer fails to notify Pladinum of changes to their contact information, the Customer shall be liable for any costs resulting from returned communications, failed notifications, or additional administrative effort.

**21.3** Pladinum's log files and electronic records shall constitute full proof of communications sent and received, unless the Customer provides counter-evidence.

## **Article 22 — Assignment and Transfer**

**22.1** The Customer may not assign or transfer any rights or obligations under the Agreement, in whole or in part, to any third party without Pladinum's prior written consent.

**22.2** Pladinum may assign or transfer its rights and obligations under the Agreement, including engaging subcontractors or affiliates to perform its duties, without the Customer's consent, provided that the quality of the Services is not materially diminished.

## **Article 23 — Governing Law and Jurisdiction**

**23.1** This Agreement is governed by and shall be construed in accordance with the laws of Spain.

**23.2** Unless mandatory consumer protection law provides otherwise, any disputes arising from or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts in the judicial district where Pladinum is registered.

**23.3** Prior to initiating formal legal proceedings, the parties shall use reasonable efforts to resolve disputes amicably through good-faith consultation and negotiation.

**23.4** The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

## **Article 24 — Severability and Miscellaneous**

**24.1** If any provision of these Terms is found to be invalid, illegal, or unenforceable by a competent court or authority, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced with a valid provision that most closely reflects the original intent.

**24.2** Headings used in these Terms are for convenience only and shall not affect the interpretation of any provision.

**24.3** Failure by Pladinum to enforce any provision of these Terms shall not be construed as a waiver of such provision or the right to enforce it at a later date.

**24.4** These Terms are intended solely for the benefit of the parties and do not confer any rights upon third parties.

## **Article 25 — Contact Information**

For any questions, complaints, or correspondence regarding these Terms or the Services, please contact us:

**Company:** Pladinum Group SL

**Registered office:** Avenida Manolete 3a, 29660 Marbella, Málaga (ES)

**CIF:** ES B72758436

**Email:** [legal@pladinum.com](mailto:legal@pladinum.com)

**Customer Portal:** [my.pladinum.com](http://my.pladinum.com)

**Website:** [www.pladinum.com](http://www.pladinum.com)