
The use of services from WEBHOSTUK LIMITED. [Hereafter referred to as "WebHost.UK.Net"] constitutes agreement to these terms.

You may view our Privacy Policy [here](#).

You may view Nominet UK - Terms and Conditions of Domain Name Registration [here](#).

1. Account Setup / Email on file

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

Transfers

Our transfer's team will make every possible effort to help you move your site to us; however, we cannot make guarantees of the transfer process. We provide this as a courtesy service and cannot make guarantees regarding its availability or the amount of time it may take as each host is configured a little differently. We will try our best; however, in some cases we may be unable to assist you in a transfer of data from an old host.

Content

All services provided by WebHost.UK.Net may only be used for lawful purposes. The laws of England and Wales apply and all claims concerning this agreement shall be brought exclusively in English courts located in England.

The customer agrees to indemnify and hold harmless WebHost.UK.Net from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate

termination of your account. If you believe that your copyright or trademark is being infringed upon, please email abuse@webhost.uk.net with the information required. If the request is of a licensing issue, we may require further documentation.

Examples of unacceptable material on all shared and reseller servers include:

IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, image, filedump, mirror, or banner-ad services (similar to rapidshare, photobucket, or commercial banner ad rotation), affiliate servers, topsites, commercial audio streaming (more than one or two streams), Escrow, High-Yield Interest Programs (HYIP) or related sites, Investment sites (FOREX, egold exchange), sale of any controlled substance without prior proof of appropriate permit(s), AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts. Forums and or websites that distribute or link to warez content are prohibited.

Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account.

Examples of unacceptable material on dedicated servers include:

Pirated Software / Warez, Escrow, High-Yield Interest Programs (HYIP) or related sites, Investment sites (FOREX, egold exchange), sale of any controlled substance without prior proof of appropriate permit(s), AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts. Forums and or websites that distribute or link to warez content are prohibited.

WebHost.UK.Net services, including all related equipment, networks and network devices are provided only for authorized customer use. WebHost.UK.Net systems may be monitored for all lawful purposes, including ensuring that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of WebHost.UK.Net system(s) constitutes consent to monitoring for these purposes.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via trouble ticket/email and will have a response within 48 hours.

If in doubt regarding the acceptability of your site or service, please contact us at abuse@webhost.uk.net and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account.

Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

3. Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt-in" will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or UseNet/newsgroups. No organization or entity listed in the [ROKSO](#) may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

WebHost.UK.Net reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

WebHost.UK.Net reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is entirely at the discretion of WebHost.UK.Net.

4. Payment Information

You agree to supply appropriate payment for the services received from WebHost.UK.Net, in advance of the time period during which such services are provided. You agree that until and unless you notify WebHost.UK.Net of your desire to cancel any or all services received, those services will be billed on a recurring basis.

Cancellations must be done in writing by submitting a ticket from your client portal access at <https://secure.webhost.uk.net>. Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you that your account has been cancelled. At this time, your account with us has been cancelled. If you do not hear back from us or receive an e-mail confirming this cancellation, please contact us immediately.

As a client of WebHost.UK.Net, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. WebHost.UK.Net provides a 10 day grace period from the time the invoice is due and when it must be paid. Any invoice that is overdue for 10 days and not paid will result in a 10GBP late fee and/or an account suspension until account balance has been paid in full.

Invoices that have been paid more than once with multiple PayPal Subscriptions can only be added as credit towards the account and cannot be refunded via PayPal. If you require assistance with this provision, please contact billing@webhost.uk.net.

WebHost.UK.Net reserves the right to change the monthly payment amount and any other charges at anytime.

5. Backups and Data Loss

Your use of the service is at your sole risk. WebHost.UK.Net is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on WebHost.UK.Net servers.

6. Cancellations and Refunds

WebHost.UK.Net reserves the right to cancel the account at any time with or without notice.

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Shared hosting customers, reseller hosting customers and semi-dedicated hosting customers may cancel at any time by submitting a cancellation request via client portal located at <https://secure.webhost.uk.net>. WebHost.UK.Net gives you an unconditional 30 day money back guarantee on managed shared hosting, and reseller solutions for any customer who paid the first invoice with a credit card or with PayPal.

The following methods of payments are non-refundable, and refunds will be posted as credit to the hosting account:

- Bank Wire Transfers
- Western Union Payments
- Checks
- Money orders

Dedicated server customers should inform the Billing Department at WebHost.UK.Net by raising a ticket or sending an email at least 7 working days before your billing date if you intend to cancel your server. You need to inform us in writing by creating a ticket from your client portal at <https://secure.webhost.uk.net>.

There are no refunds on any VPS (Virtual Private server), dedicated servers, administrative fees, install fees for custom software, or domain name purchases. Refund requests for shared and reseller accounts after the initial 30 days will be refunded on a prorated basis of any unused time.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

Violations of the Terms of Service will waive the refund policy.

7. A. Resource Usage

User may not:

- Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any bit torrent application, tracker, or client. Please note that you may link to torrents off server, but may not host or store them.
- Participate in any file-sharing/peer-to-peer activities
- Run any gaming servers such as counter-strike, half-life, battlefield 1942, etc

- h. Run cron entries with intervals of less than 15 minutes

When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include ("http://yourdomain.com/include.php") use include ("include.php")

B. INODES

The use of more than 50,000 inodes on any shared account may potentially result in suspension. Accounts found to be exceeding the 50,000 inode limit will automatically be removed from our backup system to avoid overusage. Every file (a webpage, image file, email, etc) on your account uses up 1 inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension.

The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: :fail: No such user here

8. Bandwidth Usage

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

9. A. Money back Guarantee

On dedicated servers and collocation no full refund will be honoured -- the 30 days money back guarantee does not apply. We reserve the right to refund a prorated amount or no refund at all.

Each of WebHost.UK.Net managed shared and reseller servers carry a 30 days unconditional money back guarantee on them. If you are not completely satisfied with our services within the first 30 days of your service, you will be given a full refund of the contract amount. Remember, this is only for monthly shared or reseller packages and does not apply to dedicated servers, administrative fees, install fees for custom software, or domain name purchases.

B. Uptime Guarantee

If your shared / reseller server has a physical downtime that is not within the 99.9% uptime you may receive one month of credit on your account. Approval of the credit is at the discretion of WebHost.UK.Net dependent upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact billing@webhost.uk.net with justification. All requests must be made in writing via email. Uptime guarantees only apply to shared / reseller solutions. Dedicated servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down which is not related to our uptime guarantee.

10. Reseller: Client Responsibility

Resellers are responsible for supporting their clients. WebHost.UK.Net does not provide support to our Reseller's Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'. WebHost.UK.Net will hold any reseller responsible for any of their clients' actions that violate the law or the terms of service.

11. Shared (non-reseller accounts) / Semi dedicated Servers

Shared accounts may not resell web hosting to other people; if you wish to resell hosting you must use a reseller account.

12. Dedicated Servers

WebHost.UK.Net reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is the responsibility of the client to ensure that there is a valid email address and current root password on file for their dedicated server on file to prevent downtime from forced password resets. WebHost.UK.Net reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter. Dedicated servers are NOT backed up by us and it is the responsibility of the client to maintain backups or have a solution for this. You may purchase an additional hard drive and maintain backups to it as the simplest solution. Please contact

sales@webhost.uk.net if you wish to obtain a secondary hard drive. It is your responsibility to maintain backups.

13. Price Change

The amount you pay for hosting will never increase from the date of purchase. We reserve the right to change prices listed on WebHost.UK.Net, and the right to increase the amount of resources given to plans at any time.

14. A. Indemnification

Customer agrees that it shall defend, indemnify, save and hold WebHost.UK.Net harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against WebHost.UK.Net, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless WebHost.UK.Net against liabilities arising out of;

1. Any injury to person or property caused by any products sold or otherwise distributed in connection with WebHost.UK.Net;
2. Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
3. Copyright infringement and
4. Any defective products sold to customers from Weltschmertz's server.

B. Arbitration

By using any WebHost.UK.Net services, you agree to submit to binding arbitration. If any disputes or claims arise against WebHost.UK.Net or its subsidiaries, such disputes will be handled by an arbitrator of Weltschmertz's choice. An arbitrator from the National Arbitration Forum will be selected in England. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. You are also responsible for any and all costs related to such arbitration.

15. Disclaimer

WebHost.UK.Net shall not be responsible for any damages your business may suffer. WebHost.UK.Net makes no warranties of any kind, expressed or implied for services we provide.

WebHost.UK.Net disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by WebHost.UK.Net and its employees.

16. Disclosure to law enforcement

WebHost.UK.Net may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies.

We will cooperate fully with law enforcement agencies.

17. Changes to the TOS

WebHost.UK.Net reserves the right to revise its policies at any time without notice.

WebHost.UK.Net treats your privacy seriously.

Your use of the service signifies your consent to us collecting and using personal information about you in accordance with this policy of terms and conditions.

WebHost.UK.Net use the personal information collected about you to let you know about new goods, services or offers.

WebHost.UK.Net reserves the right to access and disclose individually identifiable information to comply with Laws or to protect itself or its users.

The laws of England and Wales shall govern these terms.

Any information submitted by the buyer will be used solely for the purpose of completing the transaction, delivering the product and addressing any customer service issues.

REFUND POLICY

2CO vendors are not permitted to have a no-refund policy, please refer to [Operating Regulations for https://www.2checkout.com](https://www.2checkout.com).

The Refund Policy shall be clear, complete and accurate, prominently posted and available for review by a Customer prior to the Customer being obligated for a purchase of Products of Supplier.

Unless otherwise agreed upon with 2CO in advance, Supplier's Return Policy shall, at a minimum, indicate that Supplier will not reduce the amount of a Refund by the assessment of a "restocking fee" or any other charge (including shipping charges) for any Return that occurs in accordance with Supplier's Return Policy, or for any Refund that is initiated by 2CO.

Nominet UK - Terms and Conditions of Domain Name Registration.

Change in terminology

WARNING:

By registering a domain name ending in .uk (with some very limited exceptions), you enter into a contract of registration with us (Nominet UK) on the following conditions, which includes conditions limiting our liability and relating to our use of your personal information. This contract is just for the domain name and separate to any arrangement you may have with any other organisation for providing internet services. For an explanation of the meaning of the endings of .uk names, see the rules on our website at <http://www.nominet.org.uk>

We are a not-for-profit company limited by guarantee, generally performing these services on a cost-recovery basis, and we cannot investigate what rights you have to register or use the domain name. So, we think it is reasonable for us to limit our liability in certain respects so that we may continue to offer our services in the interests of the whole internet community.

This Contract includes our current Rules For The .uk Domain And Sub-Domains ("Rules") and the Policy and Procedure for our Domain Name Dispute Resolution Service ("Policy" and "Procedure" as appropriate). Copies of the Policy, Procedure and Rules are here or can be obtained from us.

You may have registered a Domain Name through a third party (usually, but not always, your internet service provider). In these terms and conditions, the term "Agent" means such a third party.

What we will do We will process your application to register a Domain Name and consider whether or not to accept it in accordance with the criteria laid down in the Rules;

- 1.1. If your application is accepted, we will inform you or your Agent. If your application is rejected, we will inform you or your Agent as soon as reasonably practicable and return to you or your Agent (as appropriate) any payments received;
- 1.2. Unless the current Rules of the relevant sub-domain state to the contrary, we will register Domain Names on a first come, first served basis. Until we accept your application, there is no guarantee that the Domain Name you applied for will be entered in the Register as such. We therefore recommend that you do not take any action in respect of a Domain Name until you have received confirmation from us that your application has been accepted.
- 1.3. After your application has been accepted, we will enter the Domain Name and other relevant details (namely the data described in clause 6 below, together with details of your Agent, if any) in the Domain Name register database for the requested second level of the .uk top level domain (the "Register").
- 1.4. We will use the information in the Register entry for the Domain Name to enable the resolution of requests for the Domain Name, by pointing to the authoritative name servers listed in the Register

Entry for the Domain Name. For further information about the technical requirements for registering a Domain Name, please contact your Agent.

- 1.5. After your application has been accepted and we have received your registration fee, we will issue you with a registration certificate and a reply form.
- 1.6. Subject to clause 8 below, we will transfer your Domain Name and update the Register accordingly on receipt of correctly completed transfer documentation from you and any relevant transfer fee applicable at the time of transfer. We will not transfer a Domain Name whilst it is the subject of legal proceedings or proceedings under our Dispute Resolution Service.
- 1.7. Please note that subject to clauses 8.5 and 8.6 we will not refund any fees after your Domain Name and details have been entered in the Register.
- 1.8. Subject to clauses 8.7 and 8.8 below, we will only make changes to the details contained on the Register (other than the registrant field), if we receive instructions and approval from you or your Agent.
- 1.9. Subject to clauses 8.7 and 8.8, we shall only alter the details contained in the "registrant" field of the Register if we receive authorisation directly from you.

What you must do

- 2.1. You must ensure that we receive the registration or renewal fee within one month after the issue of our invoice. For the avoidance of doubt, if you use an Agent it will be your responsibility to ensure that the Agent has paid the registration or renewal fee to us within one month of the issue of our invoice.
- 2.2. You must sign and return to us the reply form which we will send to you after registration or renewal as appropriate.
- 2.3. You must inform us promptly of any change in your registered details, and those of your Agent if applicable. It will be your responsibility to maintain and update any details you submit to us and to ensure that your details are up to date, and accurate. In particular, it is your responsibility directly or by your Agent to ensure that we have your full and correct postal address.
- 2.4. You must promptly inform us of any court proceedings brought in respect of the Domain Name.
- 2.5. Any name server listed in the Register entry for the Domain Name must respond authoritatively to requests for the Domain Name at all reasonable times.

Renewal of your Domain Name Registration

- 3.1. The registration period is two years from the date of entry into the Register of your Domain Name registration. Provided you pay us your renewal fee and subject to clause 8 below, you will have the

right to renew the Domain Name registration by entering into a new Contract with us for further periods of two years.

- 3.2. Subject to clause 3.3 below, when the Domain Name registration falls due for renewal, we will contact your Agent (at the Agent's address appearing in the Register) to request payment of the relevant renewal fee.
- 3.3. If no Agent is listed on the Register entry for the Domain Name, or if the Register entry for the Domain Name indicates that you wish to be invoiced direct, we will request payment of the relevant renewal fee direct from you at the registrant address appearing in the Register.
- 3.4. If we fail to receive the renewal fee within thirty (30) days of our making a request for the renewal fee, we will suspend your registration for at least 6 weeks and if we do not receive payment within the suspension period we will cancel your registration without further notice to you. During any period of suspension, we will not point to any name servers listed in the Register entry for the Domain Name, and you will be unable to use or transfer the Domain Name.

Exclusions and Limitations of Liability

- 4.1. Nominet does not carry out any investigation as to whether you are entitled to register or have any rights in the Domain Name. By registering the Domain Name we are not acknowledging that you have any rights in the name comprised in the Domain Name, and we are not authorising you to use the Domain Name in the course of trade.
- 4.2. Nothing in these terms and conditions limits or excludes our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.
- 4.3. We shall not be liable to you whether in contract, tort (including negligence) or otherwise for:
 - 4.3.1. any loss of profit, revenue or other type of economic loss (whether direct or indirect);
 - 4.3.2. loss of business or contracts;
 - 4.3.3. loss of anticipated savings or goodwill; or
 - 4.3.4. any losses which a court holds to be consequential, or indirect losses; arising out of or in connection with the Contract, including but not limited to:
 - 4.3.5. any error or omission in entries to the Register; and
 - 4.3.6. loss of registration and/or use (for whatever reason and whether temporary or otherwise) of the Domain Name.
- 4.4. All conditions and warranties which may be implied by law into any Contract with you are excluded to the fullest extent permissible by law.
- 4.5. Our aggregate liability to you whether under these terms and conditions or otherwise (including liability for negligence) shall not exceed ?5,000.

- 4.6. If you are a consumer (ie you are not registering or intending to use the Domain Name in the course of a business, trade or profession) (a "Consumer"), the provisions of clauses 4.3 4.4 and 4.5 above will not apply to you.
- 4.7. Nothing in these terms and conditions will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

Warranties: By entering into this agreement you consent to and warrant the following:

- 5.1. That you (or your Agent) have obtained the consent of any individual whose personal data is to be held on the Register in accordance with clause 6;
- 5.2. That the details and information submitted by you to us are true and correct, and that any future additions or alterations to your details and information will be true and correct, and that you will submit them in a timely manner. Unless you are a Consumer, you shall pay us (including the current or past members of Nominet UK's Council of Management) any and all reasonable costs, claims and expenses (whether direct or indirect) arising out of any claim resulting from your breach of this warranty; and
- 5.3. That by registering or using the Domain Name (in whatever manner) you will not knowingly infringe the intellectual property rights of a third party, that you are entitled to register the Domain Name, and that you have not registered the Domain Name in breach of trust. Our right to rely upon this warranty will continue to be available after completion of the registration process and will not be affected by any surrender, cancellation or transfer of the Domain Name. Unless you are a Consumer, you shall pay us (including the current or past members of Nominet UK's Council of Management) any and all reasonable costs, claims and expenses (whether direct or indirect) arising out of any claim that your registration or use of the Domain Name directly or indirectly infringes the intellectual property rights of a third party.

Personal Data

- 6.1. The Register is a public register for the purposes of data protection legislation. The Register will include your name and postal address, telephone and fax number and email address together with any other relevant details. This information (if it refers to individuals) is 'personal data' for the purposes of data protection legislation.

Personal data submitted by you will be:

Posted onto the Register;

Unless you are a Consumer and have selected the Consumer opt out provision, posted onto the WHOIS database by us. The WHOIS database is provided on our web site at

<http://www.nominet.org.uk>. Other Agents which provide an online Domain Name registration service may point to our WHOIS database. We will publish your name and address but will not publish your telephone or fax number or email address as part of the WHOIS database; and

Used as part of the Public Register Subscription Service ("PRSS"), or any other service(s) amending or replacing it. Under the PRSS we provide a compressed form of the Register to subscribers. We provide the PRSS only to trusted third parties, based within the European Economic Area, under strict contractual terms which prohibit the use of PRSS data for the purposes of direct marketing. Any service(s) which may replace the PRSS will be provided on similar terms. The PRSS enables subscribers to perform WHOIS queries and reverse look-ups. We will publish your name and address but not your telephone or fax number or email address as part of the PRSS and/or as part of any other service(s) amending or replacing it. If you are a Consumer you may select the Consumer opt out provision in respect of the PRSS, or any other service(s) amending or replacing it;

We may provide your personal data to governmental or law enforcement agencies at their written request in connection with the conducting of any investigation. We may provide your name and address to third parties with a legitimate reason for requesting the information upon their written request; and

Otherwise, we will provide your personal data to third parties only if required to do so by a court order.

You may write to us to request a copy of the personal data held by us about you. We may charge a reasonable fee for the provision of such data. As required by the Data Protection Act 1998, we will adopt appropriate security procedures in relation to the storage and disclosure of information provided by you in order to prevent unauthorised access. Our security procedures mean that we may occasionally request proof of your identity before we are able to disclose personal information to you. Other than the uses identified above, we will not disclose your personal information to others. Please note that if at any point we discover that you are no longer a Consumer, we will automatically post your personal data onto the WHOIS and the PRSS and/or onto any other service(s) amending or replacing the PRSS in accordance with clause 6.1(b) and (c) above without further notice to you.

You should be aware that personal data posted on the WHOIS database may be accessible to countries outside the European Economic Area. By registering a Domain Name you consent to your personal data being transferred out of the European Economic Area and to our use of your personal data for the purposes specified above.

Domain Name Dispute Resolution Service

- 7.1. You will be bound by the Policy and Procedure of our Dispute Resolution Service which are incorporated into these terms and conditions and made a part of the Contract by reference. The current version of the Policy and Procedure can be found at our web site: <http://www.nominet.org.uk/disputes/>
- 7.2. If a dispute arises, you agree to be bound by the Policy and Procedure which are current at the time that proceedings under the Dispute Resolution Service are commenced until the dispute is over.
- 7.3. Neither we nor our directors, officers, employees or servants nor any expert shall be liable to a party for anything done or omitted in connection with any proceedings under the Dispute Resolution Service unless the act or omission is shown to have been in bad faith.

Termination/Cancellation, Suspension and Amendment of the Register

- 8.1. You or your Agent may surrender registration of the Domain Name by notice in writing to us at any time prior to our receiving payment.
- 8.2. After we have received payment for a Domain Name, only you (and not your Agent) may surrender the Domain Name.
- 8.3. After payment has been received but prior to the issue of a registration certificate you may surrender the registration by writing to us on headed notepaper which corresponds to the registrant address field of the Register entry for the Domain Name.
- 8.4. If a registration certificate has been issued, you may surrender the Domain Name by correctly completing the surrender of registration form (on the reverse of the registration certificate).
- 8.5. If you are a Consumer, then you may cancel the Contract by giving notice to us by any of the means set out in clause 10.4 below at any time up to and including 7 working days following the day on which the Contract is concluded, i.e. the date on which we give notice to you or your Agent that we have accepted your application to register a Domain Name. If you register or use the Domain Name in the course of a business, trade or profession, you will not have this right to cancel the Contract.
- 8.6. If you cancel the Contract in accordance with clause 8.5 then we will provide you or your Agent (as appropriate) with a full refund of our registration fee within 30 days from the day on which we receive notice of your cancellation. If we refund your Agent, you may have to seek direct from your Agent any further component of the fees which you have paid.
- 8.7. We may cancel or suspend the registration of a Domain Name by providing you with notice in writing in the event of the following:
 - 8.7.1. if we do not receive your registration or renewal fees in accordance with clause 2.1 above;

- 8.7.2. if you are in breach of the terms of this Contract (including the Rules) and in the case of a breach which is capable of remedy you fail to remedy this within 30 days of receiving written notice from us to do so;
 - 8.7.3. if we receive independent verification that you have provided grossly inaccurate, unreliable or false registrant contact details, or failed to keep such contact details up to date;
 - 8.7.4. if you are in breach of the warranties contained in clauses 5.1 and 5.3 of the Contract; or
 - 8.7.5. if the Domain Name is being administered in a way likely to endanger the operation of the Domain Name System.
- 8.8. We may transfer, suspend, cancel or amend the Domain Name registration in the following circumstances:
- 8.8.1. upon receiving written instructions from you to take such action together with any relevant fee;
 - 8.8.2. upon receiving a copy of a perfected order of a court of competent jurisdiction requiring such action, or where the retention of a Domain Name by you would be inconsistent with the terms of a perfected court order received by us or any other legal requirements;
 - 8.8.3. if such changes are necessary in order to correct an error relating to the Domain Name registration; or
 - 8.8.4. following a Decision requiring such action or an agreement reached between the parties and approved by us relating to proceedings under the Dispute Resolution Service; or
 - 8.8.5. should you at any time withdraw your consent to having your personal data displayed on the WHOIS and/or the PRSS and/or any other service(s) amending or replacing the PRSS as set out in Clause 6.1 above; or
 - 8.8.6. if you are a Consumer, should you withdraw from the Consumer opt out and refuse to allow Nominet to provide your personal data on the WHOIS and/or the PRSS and/or any other service(s) amending or replacing the PRSS in accordance with Clause 6.1 above.
- 8.9. If a name server listed for the Domain Name registration does not respond authoritatively to requests for the Domain Name, we may remove the name server from the Register entry for the Domain Name.

Change of Agent

- 9.1. If you wish to change your Agent, you should first approach your current Agent to arrange this. If your approach is unsuccessful, we will at your request and on payment of the required fee record a

change of Agent directly onto the Register entry for your Domain Name registration. On receipt of your request, we will notify your Agent. You will remain liable for any charges you have incurred under the terms of the contract with your Agent, which may include a fee payable upon change of Agent.

General

- 10.1. If any clause of these terms and conditions is held to be unenforceable in whole or in part the other terms and the rest of the provisions shall continue to be valid and enforceable.
- 10.2. We may transfer our rights and obligations under the Contract to any third party. You may transfer the Contract, only on the transfer of the Domain Name, in accordance with clauses 1.7 and subject to clause 8 above.
- 10.3. The internet is an emerging and evolving medium and the regulatory and administrative framework under which we operate is constantly developing. For these reasons we reserve the right to make reasonable modifications to the terms and conditions of this Contract (including the Policy, Procedure and Rules) at any time during the term. We will only do so when we have good reason. No change will have the effect of requiring an increase in fees from you in advance of the next renewal of the Domain Name. Except where we are acting in pursuance of a statutory requirement or a court order, changes will be implemented across the board in all of our Domain Name contracts following a process of open public consultation. Each such change will be published in advance (where practicable, 30 days in advance) on our web site: <http://www.nominet.org.uk/> and will become binding and effective upon the date specified therein. You should review our web site regularly in order to be aware of all such changes. If you do not agree with any change or proposed change to these terms and conditions you are entitled to terminate the Contract by providing us with thirty (30) days notice in writing, in which case you will receive a pro-rata refund of your registration fee in respect of any unexpired portion of the term.
- 10.4. If you wish to contact us our postal address is

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Minerva House, Edmund Halley Road, Oxford Science Park, Oxford, OX4 4DQ, United Kingdom.

And our telephone number is **+44 (0) 1865 332211** or fax number is **+44 (0)1865 332299**.

Our offices are open from 9:00 AM to 5:30 PM (UK local time) Monday to Friday, except for public holidays.

Except as set out in the Policy and Procedure any notice to be given under the Contract shall only be deemed to be served if delivered by hand or sent by pre-paid post, by fax or e-mail, to the party to whom it is given at its last known postal or e-mail address or fax number. Except as otherwise set out in the Policy and Procedure the notice will be effective: if delivered, on delivery; if sent by fax or

email, on the date of sending; and if by post, on the date of posting. For the avoidance of doubt, any notice sent to you will be deemed served if sent to the address appearing in your Registrant's address field.

- 10.5. This contract is a binding document. Consumers should read it carefully and ensure that it contains everything you want and nothing you are not prepared to agree to. These terms and conditions, together with the Rules Policy and Procedure, constitute the entire agreement between you and us for the registration of the Domain Name, and supersedes all prior agreements, understandings and representations whether oral or written.
- 10.6. These terms and conditions shall be governed by the relevant United Kingdom law, and by agreeing to be bound by them you agree to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom.