



Hosting delivered with passion and expertise

Introducing a service-focussed
Cloud hosting **partner**

Domain Name Registration Agreement

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www.fyfeweb.com



POLICY SYNOPSIS

This Domain Name Registration Agreement ("Agreement") sets forth terms and conditions of your use of Domain Name Services ("Service(s)") provided by or on behalf of FyfeWeb Ltd ("Company"). This Agreement is entered into and between FyfeWeb Ltd and You ("Customer"). The terms "We", "Us" or "Our" refers to the Company and the terms "You", "Your", "User" or "Customer" refers to the individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

1.0 - TERMS

- (a) This Agreement is supplemental to our Terms of Service Agreement and forms part of the FyfeWeb Legal Framework;
- (b) By purchasing or using the Service(s) provided to You by or on behalf of the Company under this Agreement, you acknowledge and warrant that you have read this Agreement and its terms and conditions as well as the remainder of our Legal Framework which is located on our website;
- (c) The term of this Agreement shall continue in full force and effect provided that you have a domain name with or through the Company or one of our suppliers;
- (d) You agree that you will not, for sixty (60) calendar days from the initial domain name registration date, request or otherwise transfer any domain to another registrar or provider;
- (e) You agree that if you collect, process or maintain sensitive, health or financial data, you will comply with all applicable laws on the provision of such services, including security measures applicable to that sector;
- (f) You agree to review this Agreement periodically to make yourself aware of any such revisions;
- (g) You acknowledge and agree that it is solely your responsibility to provide and maintain accurate account information;
- (h) You attest that you are legally entitled and are of age, to enter into this Agreement.

2.0 – TERMINATION

We may reject your domain name registration application or elect to discontinue, terminate or suspend the Service(s) at any time for cause, which, without limitation, includes registration of prohibited domain name(s), abuse of the Services, payment irregularities, material allegations of illegal conduct, or if your use of the Services involves the Company in a violation of any service provider's legal Agreements, acceptable use policies, including the transmission of unsolicited bulk email in violation of the law. You agree that in the event we terminate or suspend the Services provided to You under this Agreement, that we may at our option, make either ourselves or a third party the beneficiary of Services which are substantially similar to those which were previously providing to you and that any reference in this Agreement to termination or suspension of the Services to you includes this option. You agree that, If we have grounds to terminate or suspend Service(s) with respect to one (1) or more Domain Name Service(s) or in relation to other Service(s) provided through Your Account, we may terminate or suspend all Service(s) provided through Your account, including Service(s) to other domain names maintained by You with us. No refunds will be made at any time to You -- in particular with respect to the suspension, discontinuation or termination of Service(s) provided to You by or on behalf of the Company.

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3.0 – ICANN & REGISTRY RIGHTS

You acknowledge and agree that your registration of a Domain Name is subject to suspension, cancellation, redirect or transfer by any ICANN procedure, registrar, or registry decision or policy, in each Party's sole and unlimited discretion. This includes the right to: (a) deny, cancel, redirect or transfer any registration or transaction; (b) place any domain name(s) on registry lock, hold or similar status, as it deems necessary; (c) to correct mistakes by Us, another registrar or the registry administrator in administering the domain name;

(d) to comply with specifications adopted by any industry group generally recognised as authoritative with respect to the Internet (i.e. RFCs); (e) to protect against imminent and substantial threats to the security and stability of the registry TLD, System, registry nameserver operations or the internet; (f) to ensure compliance with applicable law, government rules or regulations, or pursuant to any legal order or subpoena of any government, administrative or governmental authority, or court of competent jurisdiction; (g) for the resolution of disputes concerning the domain name; or (h) to stop or prevent any violations of any terms and conditions of this Agreement, the operational requirements of Us or a registry, or pursuant to a Registry Agreement with ICANN.

(e) Your failure to comply completely with the terms and conditions of this Agreement or that of the remainder of our Legal Framework may be considered by the Company to be a material breach of this or other applicable Agreement.

(f) You agree that the Company, applicable registry or one of our suppliers may, in its sole discretion and without liability to you, refuse to accept the registration of any domain name and/or may delete the registration of any domain name during the first five (5) days after registration has taken place.

4.0 – CHARGES AND FEES

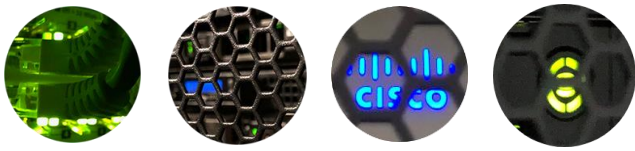
Excluding any costs required to purchase the Domain Name Service(s), You understand and agree that the Company, one of our suppliers or registries may charge fees related to reinstating a domain, including reinstatement after failure to renew or suspension. In order to affect a reinstatement request by you, you agree to pay fees charged by a registry related to such reinstatement and reasonable fees that may be charged by the Company. Please note that not all registries list their applicable fees for domain reinstatement within their domain registration agreements or terms of service. Nonetheless, you acknowledge and agree to pay registry fees, as determined in their sole discretion, in order to reinstate a domain. You further acknowledge that the Company has no control over a registry's determination of fees.

5.0 – SERVICES

Our Domain Name suppliers are an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") for Top Level Domain Names ("TLDs") (i.e. .com, .net, .org, etc.). ICANN oversees registrations and other aspects of the TLDs. Domain Name registrations are not effective until the registry administrator puts them into effect. Domain Name registrations are only for limited terms, terms which end on the expiration date.

For Domain Names which are created as a new registration out of the available namespace, the term begins on the date the Domain Name registration is acknowledged by the applicable registry; for Domain Names registrations which were not returned to the available namespace, the term begins on the date the previous registrant's Domain Name registration was acknowledged by the applicable registry.

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You agree that we are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration (our limitation of liability is explained further, below). You further agree that domain name registration is a Service, that Domain Name registrations do not exist independently from Services provided pursuant to this or a similar registration agreement with a registrar, and that Domain Name Registration Services do not create a property interest.

6.0 – PROHIBITED USE

You agree not to use the Services provided by the Company or one of our suppliers or to allow or enable others, to use the services provided by the Company or one of our suppliers for illegal, improper or illegal purposes, conduct or activities. Therefore, You agree not to:

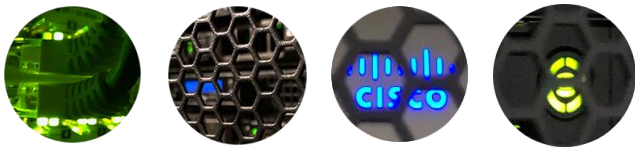
- (a) act in contravention to, break or otherwise infringe the law or any directives, regulations set out by any applicable jurisdiction; including those that relate to privacy, data collection, consumer protection (including with respect to misleading, unethical or deceptive conduct) and applicable laws with respect to disclosure of data and financial regulation;
- (b) transmit any unsolicited commercial or bulk email, not to be engaged in any activity known or considered to be spamming or Mail Bombing;
- (c) cause repetitive, high volume interactions or inquiries into any website or Service provided by the Company or one of our suppliers
- (d) infringe, abuse or misappropriate any copyright, trademark, patent, confidentiality, trade secret, or other proprietary rights of any third-party;
- (e) use the Services for content that is or is intended to be confidential, impersonation, malicious, deceptive or profess hatred for particular social, ethnical, religious or other groups;
- (f) use the Services to distribute viruses, malware, abusively operating botnets, phishing, trojans, worms, time bombs, corrupted files, or any other software or program that may damage the operation of a computer, network or that of a person's property;
- (g) use the Services for warez; contain any kind of proxy server or other traffic relaying programs; promote money making schemes, multi-level marketing or similar activities; contain lottery, gambling, casino; contain torrent trackers, torrent Portals or similar software;
- (h) redirect your Domain Name to another website without the owner's permission, or to impersonate another person or company, use for the purposes of impersonating another person or entity such as redirecting a domain to another website without permission or using a domain to send fraudulent or abusive emails;
- (i) use the Services in a manner that is violent or entices, encourages or inspires violence;
- (j) use the Services to promote, encourage or engage in the sale or distribution of prescription medication without a valid prescription;
- (k) use the Services for fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.

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7.0 – CHANGES TO THIS AGREEMENT

This Agreement will change over time in response to changes in the requirements of governments and administrative bodies, legislation and changes in the industry. If, as a result of such a change to this Agreement, you no longer agree with its term, you agree that your exclusive remedy is to transfer your domain name registration services to another registrar or request the Company to cancel your domain name registration and/or other Services you have with us. Should you elect to cancel the Agreement with the Company, you will not receive a refund for any fees you may have paid to the Company.

If you continue to use the Services after a change in this Agreement or Service(s), your continued use of the Service(s) indicated your consent to the changes.

8.0 – PAYMENTS

The Customer or User agrees to pay the Company in advance, in order for the Service to be rendered. Subsequent payments are due on the anniversary date of their respective plans term. The Customer or User agree that until and unless they notify us using the proper cancellation request system within our Client Area, all Services delivered to the Customer by the Company, are considered active, billable, and shall be billed on a recurring basis. The Customer also agrees that, for all quarterly or annual term schedules, recurring charges and renewals that are not cancelled at least 30 days before the next renewal date are considered active and billable. It is their responsibility to ensure that their payment and client information is up to date and that all invoices are paid on time. The Customer is solely responsible for any charges made against any of their Payment Methods or Online Payment Accounts at any time and the Company reserves the right to bill their payment information, such as credit card or other payment information, we have on file. We are not responsible for any charges, costs or fees raised by the Customer or User's bank because of their Account being invoiced.

9.0 – EXPIRATION AND RENEWAL OF SERVICE(S)

(a) You acknowledge that it is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire. However, ICANN requires, pursuant to its Expired Registration Recovery Policy ("ERRP") that our suppliers follow certain procedures to notify the Company, who in turn notify you, in advance that renewal fees are due. Pursuant to the ERRP, notifications will be sent to the subject of the expiring domain name twice before the expiration date, once approximately one month before the subject domain's expiration date and again approximately one week before the subject domain's expiration date. The renewal reminder shall consist of an email message sent to the registered domain holder's email address. The company and our suppliers reserve the option, but not the obligation, to send additional renewal reminder notices to any other email addresses associated with the expiring domain, including, but not limited to, the email address of the expiring domain's account holder. Should these fees go unpaid, your Services will expire or be cancelled. Payment must be made by credit card or such other method as we may allow or require from time to time. If you select automatic renewal of the Service(s), we may attempt to renew the Service(s) a reasonable time before expiration, provided you have sufficient balance in your Client Area Account. You acknowledge and agree that, while we are not required to, we may contact you with a request to update your account information in the event that an attempted transaction is not processed successfully.

(b) You acknowledge that it is your responsibility to keep your billing information up to date. You acknowledge and understand that, as part of its management of user registrations, the Company sends out periodic notices to Customers, reminding them that they must include current, correct and complete information in their Client

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Area Account and apprising them of payment deadlines, pending expiration deadlines and other important information affecting Client Area Accounts and, specifically, registration of domain names.

10.0 – DATA PROTECTION

FyfeWeb is committed to conducting its business in accordance with high ethical standards and in accordance with applicable data protection law.

You have the right: to know, to access, to be informed, to erasure, to rectification, to restrict processing, to object, to data portability and to manage automated decision-making and profiling -- all of which can be made through our Data Protection Enquiries & Requests Portal, which is located within our Legal, Privacy & Trust Centre which is on our website.

11.0 – INFRINGEMENT(S)

FyfeWeb respects the copyrights, trademarks and other intellectual property rights of others. To the extent FyfeWeb receives a proper notice of infringement of copyright, trademark or other intellectual property, reserves the right to access, preserve and disclose to third parties any of Your information or data (including personally identifiable information and private communications) related to a written complaint of infringement if FyfeWeb believes in its sole discretion that such access, preservation, or disclosure is necessary or useful to respond to or otherwise address such complaint. FyfeWeb expressly reserves the right to terminate in appropriate circumstances an account or the access rights of a subscriber for repeated copyright infringement. FyfeWeb also reserve the right to terminate an account or subscriber for even one instance of infringement.

11.1 – OFFICIAL NOTICE OF INFRINGEMENT

An official notice of infringement must include: (a) the electronic or physical signature of the rights holder or the person authorised to act on behalf of that person; (b) identification of the infringement; (c) an identification of the material that is claimed to be infringing, and information reasonably sufficient to permit FyfeWeb to locate the material (for example, by providing a URL to the material); or, if applicable, identification of the reference or link to material or activity claimed to be infringing, and information reasonably sufficient to permit FyfeWeb to locate that reference or link; (d) Your name, address, telephone number, and email address; and (e) a legally binding declaration by You that You have a good faith belief that the disputed use is not authorised by the rights holder, its agent, or the law.

12.0 – OBLIGATIONS AND REPRESENTATIONS

(a) In the event that, in registering a Domain Name or obtaining other Service(s), you provide information about or on behalf of a third party, you represent that you (a) are authorised by the individual(s) to act as an agent on their behalf for this purpose; (b) have provided notice to that third party of the disclosure and use of that Party's information as set forth in this Agreement, and (c) that you have obtained the third party's express consent to the disclosure and use of that Party's information as set forth in this Agreement.

(b) You acknowledge, agree and consent to information you have provided being listed publicly available through a WHOIS search, even though such information is likely to be protected through WHOIS Privacy.

(c) You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein. You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this

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Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full and accurate contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration and for ensuring non-infringement of any third party intellectual property rights or other rights.

13.0 – WARRANTY, LIABILITY AND DISCLAIMERS

13.1 – DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. FYFEWEB ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANYONE, FROM THE COMPANY, SHALL CREATE ANY WARRANTY OR CONSTITUTE AS ADVICE OR INSTRUCTIONS. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL: (A) BE TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) MEET ANYONE’S REQUIREMENTS OR EXPECTATIONS; OR (C) BE FREE FROM VIRUSES OR OTHER HARMFUL SOFTWARE OR COMPONENTS. THE COMPANY, HOWEVER, ENDEAVOURS TO PROVIDE THE SERVICES REASONABLE CARE.

13.2 – LIMITATION OF LIABILITY

IN NO EVENT AND UNDER NO THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE, WILL THE COMPANY BE LIABLE TO YOU FOR ANY ACTIONS TAKEN ON OR UNDER THE CUSTOMER ACCOUNT(S) OR SERVICE(S), LOSS OF PROFITS, DATA, REVENUES, BUSINESS OPPORTUNITIES, ANTICIPATED SAVINGS OR ECONOMIC LOSS OF ANY KIND, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, SPECIAL DAMAGES (EVEN IF COMPANY PARTIES OR ENTITIES WERE AWARE OF THE CIRCUMSTANCES IN WHICH SPECIAL DAMAGE COULD ARISE), PUNITIVE DAMAGES OR LOSS RESULTING FROM ANY CLAIM MADE BY ANY PARTY ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES, INCLUDING THOSE ARISING FROM OR RELATING TO CONTENT MADE AVAILABLE ON THE SERVICES THAT IS ALLEGED TO BE DEFAMATORY, OFFENSIVE, OR ILLEGAL. USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. WITH RESPECT TO COMPANY SITES AND SERVICES, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE COMPANY, THE SERVICES OR OTHER MUST COMMENCE WITHIN THREE (3) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY PRECLUDED AND BARRED. IN NO EVENT WILL THE AGGREGATE LIABILITY OF FYFEWEB EXCEED THE GREATER VALUE OF ONE HUNDRED BRITISH POUND STERLING (£100) OR ANY AMOUNT YOU PAID FYFEWEB IN THE PREVIOUS ONE MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF FYFEWEB PARTIES OR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL

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PURPOSE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

14.0 – PROVISIONS & GOVERNING LAW

Each of the provisions contained in this Agreement shall be construed as being independent of each other and if any provision contained anywhere within this Agreement, or the Agreement between the Customer and FyfeWeb, is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to the limitations on liability, such determination shall not affect the validity of the remainder of the terms and conditions which shall continue in effect. The Websites and Services are operated and controlled from England and therefore this Agreement shall be construed in accordance with English Law and regardless of place of performance or Agreement execution and all Parties hereto, who enter this Agreement irrevocably submit to the exclusive jurisdiction of the English Courts.

15.0 – INDEMNIFICATION

To the fullest extent permitted by law, you agree to indemnify and hold harmless the Company, its affiliates and their directors, officers, employees, contractors and agents from and against all legal proceedings, damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to: (a) your breach of this Agreement; (b) your user content, your sites and your eCommerce; (c) any claims by, on behalf of or against your end users; (d) your violation of any law or regulation or the rights or good name of any third party. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.

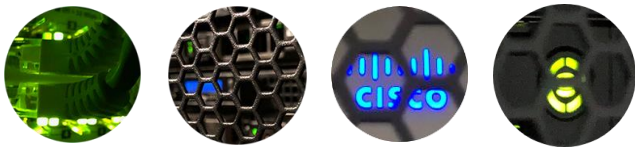
If we are sued or threatened with a lawsuit, an administrative proceeding or any other legal or administrative proceeding in connection with Service(s) provided to you, we may turn to you to indemnify us and to hold us harmless from the claims and expenses (including legal fees and court costs). We may seek written assurances from you in which you promise to defend, indemnify and hold us harmless from the costs and liabilities described in this section. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in our sole discretion, result in loss of your right to control the disposition of Domain Name Services for which you are the registrant and in relation to which we are the registrar of record. Moreover, should we be forced to defend ourselves in any action or legal proceeding in connection with any Service(s) provided to you, you shall have sole responsibility to defend us against any such claim by the legal counsel of our choosing. This indemnification is in addition to any indemnification required under the UDRP. The terms of this section will survive any termination or cancellation of this Agreement.

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DOCUMENT CONTROL

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