

Domain Name Registration Services

Terms and Conditions

1 INTERPRETATION

1.1 In this Agreement the following terms shall have the following meanings:

"Agreement" means the agreement between you and us for the provision of the Registration Services comprising these terms and conditions and the Order Form;

"Agreement Date" means the earlier of (i) the date this Agreement is signed by the second party or (ii) the date on which we accept an order or instruction from you requesting the provision of Service;

"Authorised User" means, in relation to C-Billing, the individual(s) appointed by you as responsible for the payment of the online invoices and as granted access rights to the your C-Billing;

"Bundled Services" means any other products and/or services supplied to you by us together with which the Registration Services are bundled;

"C-Billing" means the online data access services provided, at our discretion, to you to enable you to access via the Internet your current and accumulated twelve (12) months of historic invoices, as derived from financial systems, and providing electronic billing facilities;

"Domain Names" means any name(s) registered or intended to be registered with a Named Registry by us for use as part of any of your URLs;

"Fees" means the fees payable by you to us for the Registration Services as specified on the relevant Order Form as may be amended by us from time to time in accordance with the terms of this Agreement;

"Initial Period" means either 12 or 24 months (as the case may be) from the date we commence Processing;

"Internet" means, in relation to C-Billing, the interconnected system of networks that connects computers around the world through an established protocol enabling the transmission and exchange of electronic information and data;

"Lame Delegate" means the modification, suspension and/or transfer of the Domain Names including but not limited to the following:

- (i) removal of the Domain Names from our domain name servers to servers which will not serve the Domain Names or answer any queries regarding the Domain Names;
- (ii) where we are the billing and/or administrative point of contact, removing ourselves as such point of contact; and
- (iii) informing the Named Registry that you are the sole point of contact for the Domain Names;

"LoginID" means, in relation to C-Billing, the login identity allocated to each Authorised User by us;

"Named Registry" means the relevant internet registration authority responsible for administering the Domain Names (a list of the Named Registries and access to their terms and conditions can be found at: <http://www.demon.net/helpdesk/aup/registries-link.shtml>);

"Order Form" means the order form or agreement front sheet (including, where applicable, the online order form) completed by you in relation to either the Registration Services or the Bundled Services;

"Processing" means the process of approval by us of your submitted request for Domain Names registration as detailed in your Order Form;

"Registration Services" means the service of registering and maintaining Domain Names, together with any ancillary administrative functions, to be provided by us in accordance with this Agreement as may be amended by us from time to time;

"URL" means a uniform resource locator, which is the full address for your website(s) and which incorporates the Domain Name(s);

"we" and "us" and "our" means THUS plc, registered office 1-2 Berkeley Square, 99 Berkeley Street, Glasgow G3 7HR, company registered number SC192666 and operating under the THUS and Demon brand names; and

"you" and "your" denotes you, the customer.

1.2 In the case of any conflict between these terms and conditions and the Order Form, the foregoing order of preference shall prevail.

1.3 Reference to any statute shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder.

1.4 Reference to words importing the singular only also includes the plural and vice versa where the context requires.

1.5 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2 THE REGISTRATION SERVICES

2.1 Subject to this Agreement, we will provide you with the Registration Services which shall commence when we submit your application for Domain Names registration to the Named Registry. We shall use reasonable endeavours to submit the application within two (2) business days of receipt except where it contains erroneous or inaccurate information or is incomplete.

2.2 We shall be entitled on reasonable grounds and at our sole discretion to refuse to commence Processing of any request for registration of any Domain Names. If we are supplying you with the Bundled Services you shall not be entitled to any refund as a result of such refusal.

2.3 You acknowledge that we cannot guarantee to provide you with the Domain Names you request, nor do we guarantee to provide the Registration Services by any specific date. You should not take any action in respect of any desired Domain Names until you have been notified in writing that your requested Domain Names have been registered.

2.4 We shall not be obliged to list or link to the Domain Names or provide any other services in connection with the Domain Names beyond that provided within the Registration Services or your Bundled Services (where applicable).

2.5 You authorise us, where required by the Named Registry, to list ourselves as the billing and/or administrative and/or technical point of contact (as applicable) and/or to delegate the Domain Names to our domain name servers and to take any actions we deem to be appropriate in these capacities. However, upon termination of the Registration Services, we may immediately cease acting in these capacities.

2.6 You shall ensure that any information you provide to us in connection with the Domain Names is correct and you shall bear any additional costs arising in the event that such information is incorrect, including but not limited to any fee charged by the Named Registry for re-registration.

3 YOUR AGREEMENT WITH THE NAMED REGISTRY

3.1 In order to register the Domain Names, you must agree to the Named Registry's terms and conditions. You understand that you are creating a separate contractual relationship between yourself and the Named Registry and that you, and not us, are responsible for all fees, liabilities and obligations in connection with that relationship (even if you license use of the Domain Names to a third party).

3.2 You authorise us, acting as your agent, to enter into a contract with the relevant Named Registry on your behalf and to pay all fees charged by the Named Registry for registration of the Domain Names.

4 DATA PROTECTION

4.1 You need to supply us with certain details on your Order Form and you agree:

- (i) for such details to be transmitted to the Named Registry for the purpose of registering the Domain Names;
- (ii) to be listed as the registrant in connection with the Domain Names by the Named Registry;
- (iii) to your registrant details being made publicly available by the Named Registry;
- (iv) where required by the Named Registry, to be listed by it as the billing and/or administrative and/or technical point of contact in connection with the Domain Names.

4.2 You acknowledge that the Named Registry may be based outside of the UK and that, accordingly, your details may not be protected to the same extent as under UK legislation.

5 TRANSFER OF EXISTING DOMAIN NAMES FROM ANOTHER PROVIDER

5.1 Where you require us to provide the Registration Services in respect of Domain Names that you have already registered with another provider, you must take all necessary steps and comply with our reasonable instructions to ensure:

- (i) that the Domain Names be transferred to our account with our registrar of choice or to our Nominet tag (as applicable); and
- (ii) that the Domain Names are properly delegated to all three of our domain name servers.

5.2 The Fees do not include any charges in respect of registration and/or renewal of the Domain Names owed by you to your prior provider or to the Named Registry under any agreement prior to this Agreement and you will continue to be responsible for all such charges.

6 SUBSCRIPTION, FEES AND PAYMENT

- 6.1 Subscription to the Registration Services is for either:
- the Initial Period commencing on the date we start Processing and thereafter shall be automatically renewable for additional 12 or 24 month periods (as the case may be) ("Renewable Period"); or
 - where the Registration Services are being provided as part of the Bundled Services, subscription shall be for the duration of the agreement for such Bundled Services, unless you terminate by providing written notice under Clause 7.1 below.
- 6.2 You are ultimately responsible for full payment of all fees charged by the Named Registry for registration of the Domain Names. While, in most cases, we will pay these on your behalf, in which case we shall be entitled to recover such fees from you, there are some circumstances in which this will not be possible. We will advise you in the event that we are unable to pay any Named Registry fees on your behalf.
- 6.3 The Fees shall be payable annually in advance. We shall issue invoices to you at the billing address specified on the front sheet of this Agreement or other such address as notified by you from time to time or, at our discretion, make invoices available to you on C-Billing. Payment shall be due within thirty (30) days of the invoice date or as otherwise specified in the Agreement and shall be made by the payment method set out in the Order Form.
- 6.4 Where you fail to pay any part of the Fees or, where applicable, any Named Registry fee by the due date (as evidenced for example by, without limitation, your credit card company notifying us or the Named Registry that you are disputing the payment of, or refusing to pay, such fee or where your credit card has been declined) we shall be entitled at our discretion to suspend the Registration Services if you fail to make such payment within thirty (30) days notice in writing.
- 6.5 All amounts payable by you are exclusive of Value Added Tax and you shall pay in addition any Value Added Tax applicable thereto from time to time.

7 TERMINATION

- 7.1 Subject to Clause 6.1, either party may terminate this Agreement at any time upon giving thirty (30) days notice in writing.
- 7.2 Either party may terminate this Agreement immediately on serving written notice if the other party fails to comply with any of the material terms or conditions of this Agreement and such breach is not capable of remedy. In the case of remediable breach each party must serve written notice of the breach on the other and if such breach has not been remedied within thirty (30) days of receipt of such notice the party serving such notice may terminate this Agreement.
- 7.3 We may, at our discretion, immediately terminate this Agreement and remove any of your materials, including the Domain Names, from our servers if:
- in our reasonable opinion, we conclude that you have engaged in illegal activities, in activities or sales that may damage our rights or the rights of others or have breached the terms of this Agreement (and such breach, if capable of remedy, has not been remedied within thirty days of receiving notice of such). In the event that we terminate this Agreement in accordance with this Clause, you will not be entitled to a refund of any Fees you have paid to us; or
 - in accordance with Clause 6.4, you fail to pay your Fees.
- 7.4 Either party shall be entitled to terminate this Agreement immediately upon written notice to the other party if the other party becomes insolvent or has a receiving order made against it or commences to be wound up (not being a members voluntary winding up for the purpose of a solvent reconstruction or amalgamation) or grants a trust deed on behalf of its creditors.
- 7.5 Termination of the Bundled Services, where applicable, will cause this Agreement to be terminated automatically.
- 7.6 Save where the Registration Services are being provided as part of the Bundled Services or where you terminate this Agreement under Clauses 7.2 or 7.4, where you terminate this Agreement after Processing has been commenced, you will not be entitled to a refund of any Fees you have paid to us for the Initial Period or any subsequent Renewal Period.
- 7.7 Where any Fees for the Registration Services or the fees for any Bundled Services are outstanding at the date of termination, we may:
- where we are the billing contact, refuse to transfer the Domain Names until such time as such fees have been paid in full; or
 - where we are not the billing contact, refuse to assist in the transfer of the Domain Names until such time as such fees have been paid in full.
- 7.8 Upon termination of the Registration Services:
- you will remain solely responsible for all ongoing fees charged by the Named Registry including, but not limited to, any registration and/or renewal fees;
 - where we are the billing and/or technical point of contact, you will remain solely responsible for removing us as the billing and/or technical point of contact and you will cease delegating the Domain Names to our name servers unless we notify you otherwise; and
 - we shall not be responsible for forwarding any notices, emails or other correspondence to you or for taking any other actions in connection with the Domain Names.
- 7.9 Upon termination of the Registration Services in accordance with this Clause 7, if we receive no instructions from you concerning the transfer of the Domain Names within 30 days of termination, you authorise us to Name Delegate the Domain Names. Until completion of Name Delegation of the Domain Names, any modification to your entry on any applicable register shall be your sole responsibility.

8 MAINTENANCE AND SUPPORT

- 8.1 You may request technical assistance and/or advice in respect of the Registration Services by sending an email to: hostmaster@demon.net or such other address as we may advise from time to time. We shall endeavour to provide such assistance and/or advice but we reserve the right to establish limitations on the extent of such support and the hours at which it is available. You understand that we cannot accept any liability for any loss (direct, indirect or consequential) or damage arising out of the giving of such assistance and advice which does not result from our negligence, recklessness or wilful misconduct in the performance of our obligations under this Agreement.
- 8.2 You are responsible for providing us with details of any changes to the registrant and/or contact information held by ourselves and/or the Named Registry and shall be responsible for any charges arising in this respect.
- 8.3 We shall implement systems designed to reject certain undesired email (including unsolicited commercial email) or delete them before delivery. You may choose to receive unsolicited commercial email at any time by 'opting-out' at: <http://www.password.uk.demon.net>.

9 LIMITATION OF LIABILITY

- 9.1 We shall not be liable for any loss (including indirect or consequential loss) or damage that may result from:
- the Named Registry's refusal (on policy grounds or otherwise) to accept registration of the Domain Names;
 - any challenge to or cancellation of any Domain Names registered by us on your behalf by any third party;
 - your failure to pay any registration or renewal fee;
 - your failure to notify either us or the Named Registry of any changes to your registration details;
 - the application of the provisions of the Named Registry's dispute policy; or
 - your failure to provide us with correct and/or complete information,
- except where such loss is due to our default
- 9.2 You agree that in no event will our liability under this Agreement exceed, in our sole option, the greater of (1) the value of the re-supply of the Registration Services on a stand alone basis or (2) the amount of the Fees.
- 9.3 Nothing in this Agreement shall exclude or limit the liability of us for death or personal injury arising as a result of our negligence or for fraudulent misrepresentation.
- 9.4 We shall not be liable, whether under contract, tort (including negligence) or otherwise, for any indirect loss or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, including without limitation loss of business, loss of production, business interruption, loss of or corruption to data, loss of profits or of contracts, loss of operation time, loss of goodwill or anticipated savings, losses incurred by any customer of you, by any of your suppliers or any other third party or wasted management or staff time.

10 WARRANTIES

- 10.1 You warrant that you are the owner of, or that you have been and are duly authorised by the owner to use, any trademarks or names requested or allocated as part or all of the Domain Names.
- 10.2 You warrant that you shall not use the Registration Services and/or the Domain Names in a way that does not comply with any legislation or applicable licence or that is in any way unlawful or fraudulent or, to your knowledge, has any unlawful or fraudulent purpose or effect or to send, knowingly receive, encourage the receipt of, upload, download, use or re-use any material which is abusive, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which may contain viruses or other similar programs, or which causes overloads to our system.
- 10.3 You warrant that, to the best of your knowledge and belief, neither the registration of the Domain Names nor the manner in which these are directly or indirectly used infringes the legal rights of a third party or is unlawful in any way and you will indemnify us against any and all actions, claims, losses, costs, damages and expenses arising out of or in connection with any claim that the use of the Domain Names infringes the legal rights of any third party.
- 10.4 Except as expressly set out in this Agreement, all warranties, conditions, undertakings or terms implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law. For the avoidance of doubt, this Clause does not affect any statutory or other rights available at law to a person dealing as a consumer.

11 REVOCATION

You agree that the Named Registry may delete the Domain Names if any information requiring to be supplied by you under this Agreement is false or misleading or conceals or omits any information that the Named Registry would likely consider material to its decision to approve registration of the Domain Names.

12 RESTRICTION, SUSPENSION AND CANCELLATION

- 12.1 You agree that registration of the Domain Names may be subject to immediate restriction, suspension or cancellation:
- (i) to correct mistakes by you or us in registering the Domain Names;
 - (ii) where you fail to comply with our reasonable instructions concerning registration of the Domain Names;
 - (iii) for the resolution of disputes concerning the Domain Names;
 - (iv) in case of arbitration or court proceedings being commenced with respect to the rights to the Domain Names; or
 - (v) if any part of the Bundled Services, where applicable, has been subject to suspension or cancellation.

13 C-BILLING

- 13.1 The Authorised User will be allocated an individual LoginID and password by us to enable access to C-Billing.
- 13.2 The Authorised User shall not share use of C-Billing or any part of it with any other person including, if the Authorised User is a company, any person who is an officer of or contracted to the company, whether directly or indirectly, other than in accordance with these terms and conditions.
- 13.3 The Authorised User must not operate C-Billing in a way that does not comply with these terms and conditions or with any legislation or applicable licence or that is in any way unlawful or fraudulent, or to its knowledge has any unlawful or fraudulent purpose or effect, or in connection with the carrying out of a fraud or criminal offence against any telecoms operator, or in a way that does not comply with the reasonable instructions given by us, or operate or attempt to operate C-Billing in any way that modifies, decompiles or reconfigures the facility or any software or hardware, or copy any manual or documentation relating to C-Billing, without our prior written consent.
- 13.4 The Authorised User shall maintain the security of its allocated LoginID and password and will not disclose such to any third party for any purpose other than in accordance with these terms and conditions. The Authorised User shall immediately notify us and change any password which may have been compromised, or is reasonably believed to have been so compromised.
- 13.5 We shall not be liable in contract, tort (or delict) pre-contract or other representations (other than fraudulent or negligent representations) or otherwise arising out of or in connection with C-Billing for any special, indirect or consequential loss or any destruction or loss of data, in any case, whether or not such losses were within your contemplation at the Agreement Date, suffered or incurred by you arising out of or in connection with these terms and conditions or C-Billing.
- 13.6 Without prejudice to our rights and remedies, we may terminate C-Billing, or any part of it, forthwith in the event that you or the Authorised User is in material breach of these terms and conditions, becomes insolvent or has a receiving order made against it or commences to be wound up or grants a trust deed on behalf of its creditors or if we are no longer authorised to operate our telecommunications system.
- 13.7 Without prejudice to its rights and remedies, we may at our sole discretion elect to suspend provision of C-Billing forthwith until further notice if it is entitled to terminate it or if you or the Authorised User are in breach of these terms and conditions or if we are obliged to comply with any relevant order or instruction of government or other regulatory authority or if any consent or authority required for the purpose of providing C-Billing is withdrawn, revoked or otherwise ceases to have effect.

14 OUR RIGHT TO AMEND

- 14.1 We reserve the right to amend the terms and conditions of this Agreement and/or the Registration Services at any time upon giving you at least 30 days' notice of any change before the change takes effect. In the case of an increase to the Fees, this amendment will take effect no earlier than the expiry of the Initial Period.
- 14.2 If we exercise our right to amend under Clause 14.1 above, you shall be entitled to terminate this Agreement by giving us at least seven days' notice provided that the amendment is:
- (i) to your detriment; and
 - (ii) not an amendment made by us in response to a legal or regulatory change.
- 14.3 Your notice to terminate under Clause 14.2 above must be received by us before the amendment takes effect and must be provided in accordance with Clause 15.8 below. If you do not exercise this right to terminate you will be deemed to have accepted such amendment whether or not you continue to use or benefit from the Registration Services after any amendment takes effect.

15 MISCELLANEOUS PROVISIONS

- 15.1 This Agreement represents the entire understanding between the parties with respect to the Registration Services and supersedes all other agreements and representations by either party whether oral or written relating to such. Subject to clause 14.1, any amendment to this Agreement shall be in writing and signed by a duly authorised representative of each party.
- 15.2 You may not share with any other party your rights or obligations under this Agreement.
- 15.3 We reserve the right to assign or sub-contract any or all of our rights and obligations under this Agreement without your further consent.
- 15.4 Any failure by either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- 15.5 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or part, the remaining provisions and the remainder of the affected provision shall continue to be valid.
- 15.6 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 15.7 Neither party shall be liable to the other for any breach of its obligations under this Agreement or any delay in performance of its obligations (other than the obligation to pay) to the extent that such breach or delay is caused by circumstances beyond that party's reasonable control including, without limitation: acts of God, fire, lightning, explosion, war, terrorism, disorder, flood, industrial disputes (whether or not involving its employees), extremely severe weather, defaults of suppliers or acts of local or central Government or other competent authorities. If either party is affected by circumstances beyond its reasonable control, it shall notify the other party and shall use reasonable endeavours to overcome the effects.
- 15.8 Any notice required or permitted under this Agreement by you must be in writing and sent to us at: Gateway House, 322 Regents Park Road, London N3 2QQ:
- (i) UMC Liaison Department for termination of the Registration Services; or
 - (ii) Service Plus Department for any other notices other than termination requests.
- We will send any notices to you either in writing, via email or by publication on our website at the address stated in the Order Form or at such other address as you shall notify to us in writing.
- 15.9 Nothing in this Agreement shall affect your statutory rights where you are dealing as a consumer.
- 15.10 This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.