



1 Definitions

For the purposes of this Agreement unless otherwise stated, the following terms or objects have the meaning defined below:

Term:	Meaning:
"Additional Service Charges"	Any charges payable to the Company for services not included in the Ordered Service, which are payable in accordance with the Clauses within this agreement and which may vary from time to time. Details of Additional Service Charges can be found on the Company website at http://www.k4it.co.uk
"Agreement"	Any contract for the provision of Services by the Company to the Customer that incorporates these Conditions.
"this Agreement"	Is a reference to this Agreement together with any document referred to or incorporated herein.
"Amendment Notice"	Any notice of variations to the Charges in respect of the Services as may be issued from time to time.
"Charges"	The charges payable by the Customer for the provision of the Services, which may vary from time to time. Details of the Charges can be found on the Company website at http://www.k4it.co.uk
"Clause" or "Clauses"	Is a reference to clauses within this Agreement.
"Company"	K4IT Limited, a company registered in England and Wales under number 05371264 whose registered office is currently situated at 3 Stotfold Road, Arlesey, Bedfordshire, SG15 6XL, United Kingdom.
"Contract Period"	The time period commencing on the Start Date and expiring on the date the Agreement is terminated in accordance with Clause 10 of these Conditions;
"Customer"	The individual person, or organisation they represent, offering to pay for the Services within this Agreement, once the Company has confirmed acceptance of the offer.
"Customer User"	A nominated individual, member or employee of the Customer that has a yoursite solution™ User Record with security access that allows the adding, deleting or updating of website content and settings.
"Downtime"	Period(s) of time where the Customer website and / or yoursite™ solution may be unavailable due to routine or emergency maintenance, faults related to the wider internet, Customer action, any Third Party or for changes to Service.
Headings and numbering	The headings and numbering within this Agreement are for convenience only and shall not affect the interpretation of these Conditions.
"ICANN"	Internet Corporation for Assigned Names and Numbers.
"include" "includes" and "including"	These words are to be construed without limitation.
"Initial Registration Period"	The period of time as specified by the Naming Organisation representing the registration duration for a new domain registration, starting at acceptance of registration request. These periods, as currently specified are detailed on the Company website at http://www.k4it.co.uk
"Intellectual Property Rights"	All or any registered or unregistered intellectual property rights in any part of the world, including but not limited to patents, design rights, copyrights, topographical rights, know-how, rights in inventions and ideas and rights to confidence together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights.
"Naming Organisation"	The registry authority, or a UK agent, for the Top Level Domains included in the Agreement, as specified in the Appendices or such other Naming Organisation as the Company may specify to the Customer from time to time.
"Order Request"	A request made by the potential Customer to the Company for Services to be supplied subject to these Conditions.

Term:	Meaning:
"Ordered Service"	The Service ordered by the Customer via an Order Request and confirmed as accepted by the Company, subject to payment of the Charges as specified within this Agreement.
"Person" or "Persons"	Include a reference to anybody corporate, unincorporated association or partnership. The singular shall include the plural and vice versa.
"Registration"	An application by the Company through its service provider, acting as agent for the Customer, to register domain name(s) with the Naming Organisation.
"Service" and "Services"	The providing of the Registration of domain name(s) and / or hosting the domain name(s) of the Customer, provision of the yoursite™ solution for domain(s) or any other products or services of the Company.
"Start date"	The date upon which the Company confirms acceptance of the Customer's offer to pay for the Services in accordance with these Conditions.
"Statute", "Statutory Instrument", "Regulation", "Order" or "License"	Are references to a particular statute, statutory instrument, regulation, order or license as substituted, varied or re-enacted from time to time, unless the context otherwise requires.
"Third Party"	A Person whom is not a party to this Agreement.
"UDRP"	The Uniform Domain Names Dispute Resolution Policy
"User Record"	An identified user in the Customer's instance of the yoursite™ solution.
"Working Day"	A day of the week other than a Saturday or Sunday on which the Clearing Banks in the United Kingdom are open to the public for the transaction of business.
"yoursite™ solution"	The computer software that operates on the Company web server, provided by the Company, that delivers the website as part of the Ordered Service. Yoursite is a Trade Mark of K4IT Limited.

2 Contract Terms

2.1 Incorporation of Conditions

These Conditions shall apply to and be incorporated into any Agreement between the Company and the Customer in relation to the Services, including the Appendices and by reference all associated documents, terms and conditions.

2.2 Precedence

Subject to any special conditions agreed between the Company and the Customer, these General Terms and Conditions shall apply and shall prevail over any other term of this Agreement.

No variation, waiver or addition to this Agreement shall be binding on the Company, unless and until the Company has confirmed such variation, waiver or addition in writing.

2.3 Revision of these Terms and Conditions

The Company may revise these Terms and Conditions at any time by amending them and placing an up to date copy onto the Company website at <http://www.k4it.co.uk>.

The Customer should check the Terms and Conditions regularly as the Customer's use of the Company website, yoursite™ solution and Services will be deemed an acceptance of the Terms and Conditions existing at that time.

3 Company details

3.1 Contacting the Company

The Customer may contact the Company by writing to the registered office:

K4IT Limited, 3 Stotfold Road, Arlesey, Bedfordshire, SG15 6XL, United Kingdom
Registered in England, No. 5371264.

Or

Telephone: 01462 733 474

Email: service@k4it.co.uk

3.2 VAT Registration

The Company is registered for VAT in the UK, registration number 931 3333 53.

4 Supply of Services

4.1 Service Supply

Please note that these Conditions do not represent an offer to provide Service but merely a statement of the terms under which the Company would provide them.

Given a completed Customer Order Request, the required payment as cleared funds and Company acceptance; the Company agrees to supply the Services to the Customer under this Agreement.

The Company shall (subject to successful Registration or Transfer of domain, see below for Clauses) supply the Services to the Customer as soon as reasonably practicable and in any event no later than 30 days from the Start Date of the Agreement

The Company shall inform the Customer of any delay in the delivery of the Services as soon as reasonably practicable

The Company shall provide a refund of the Charges to the Customer if the Company is unable to supply the Services within 30 days from and including the Start Date of the Agreement where the reason for failure to supply is within the Company's control or where an alternative domain cannot be identified. The refund amount will be the Charges for the transaction less any administrative charges where the reason for failure to supply is outside of the Company's control.

4.2 Title

The Company shall retain ownership of the yoursite™ solution, including during the Contract Period of this Agreement.

4.3 Warranty

The Company warrants to the Customer that the Services will be provided using reasonable care and skill but at all times this will be subject to Downtime caused by routine or emergency maintenance, caused by the Customer or occasioned by any Third Party. The Company will not be liable to the Customer or any Third Party for any losses whatsoever caused by such Downtime.

4.4 Website hosting, access and storage

The Customer Order Request must include a requirement for the Company's yoursite™ solution.

For a valid Agreement, the Company will host the Customer website(s) through its web server(s).

Where the Customer has requested the yoursite™ solution for a domain, the Customer shall access their website through the yoursite™ solution which enables Customer control of the content of the website through a web browser.

Where the Customer has requested domain forwarding to a domain with the yoursite™ solution, the Customer will not have access to the domain. These domains will be set up as automatic forwarding domains to the chosen primary domain.

The standard yoursite™ solution, covered by this Agreement, allows for 1 gigabyte of website storage for all website content and for 5 gigabytes website traffic (data transfer volume) per month.

Should the Customer or its website users exceed these limits it may be technically necessary to suspend and / or move the Service to a different or new web server, which may involve Downtime. Should the Customer exceed the storage or traffic limits, Additional Service Charges will become due.

The Company reserves the right to change the server used for Service at any time. In such cases a suspension of the service may be technically unavoidable.

The Customer shall at all times use the yoursite™ solution exclusively as a conventional website by using the yoursite™ solution through a web browser. The Customer shall not use the yoursite™ solution or the Services in any way, which may result in an excessive load on the yoursite™ solution or server(s), including but not limited to using the Customer's allotted space as online backup or storage, or for mirroring mass downloads.

Use of the yoursite™ solution and Services shall be in a manner consistent with this Agreement and shall not in any way impair the functioning or operation of the yoursite™ solution or network.

Should the Customer's use of the Services result in an overly high load on the yoursite™ solution or Company servers, at the Company's sole discretion, the Company may suspend the Customer's yoursite™ solution and website(s) until the cause of any such overload is determined and resolved.

5 Registration of domain name(s)

5.1 Registration requests

The Company does not accept responsibility nor does it make any warranty that the domain names(s) requested by the Customer will be accepted for Registration in the register of the Naming Organisation nor will it be liable for any costs of the Customer incurred if the application for Registration is unsuccessful.

The Company does not accept responsibility for any liability to any Third Party for breach of their Intellectual Property Rights in relation to the domain name(s) requested by the Customer.

5.2 Domain hosting

Upon successful domain Registration or Transfer, the Company will host the Customer's domain name(s) for the Initial Registration Period and for such time as it remains validly registered to the Customer subject to such rules of the respective Naming Organisation as may be in force from time to time as specified in the Appendices of this Agreement. This hosting will be as described in 4.4.

Notwithstanding the paragraph immediately above, the Company reserves the right to suspend or cancel any application for Registration or refuse to host a domain name(s) in the circumstances set out under Clause 7 within this Agreement.

5.3 Website setup

Once the Company fulfills the Customer domain requirement(s), the Company shall prepare a new, default configuration yoursite™ solution for each domain ordered with the yoursite™ solution and domain forwarding for any other included domain(s). The Company shall provide the Customer with confirmation that the yoursite™ solution(s) are available, together with access details.

The Company will host your domain name(s) for the pre-paid Initial Registration Period.

5.4 Renewal

Prior to the expiry of the Initial Registration Period and subsequent renewal periods, the Customer shall indicate whether renewal or Termination is required, subject to Clause 10. Where renewal is required the Customer will pre-pay any Charges as applicable at the time. Where the Customer has requested renewal and / or pre-paid the Charges, the Company shall automatically renew registered domain(s) and continue to supply the Services. Charges for the renewal period will become payable for the entire period.

5.5 Domain dispute resolution

The Customer acknowledges that any disputes arising out of the Registration or use of domain name(s) requested by the Customer will be resolved as described in the Appendices and the referenced Policies. Any dispute may require restrictions or suspension during or pending the settlement of such a dispute, which may result in termination or transfer of domain name(s). The Company shall act upon the outcome of any dispute. The Company may act as mediator for the Customer, subject to the payment of the appropriate Additional Service Charges.

5.6 Domain transfer

Subject to Clause 19, the Customer shall be permitted to transfer their domain name(s) to another host other than the Company upon termination of this Agreement in accordance with the Clause 10.

5.7 Default configuration yoursite™ solution

The Customer acknowledges and agrees that the Company or its agents, assignees or licensees may, upon Registration of your domain name(s), associate any data of any kind, in the Company's sole discretion, with the domain name(s) registered in association with the Customer's website(s) or any URL incorporating said domain name(s) until you replace such data with the website. This paragraph shall apply to any and all web pages generated by the Company, whether in connection with HTML standard response codes or otherwise, including but not limited to 404 error pages.

6 The Charges

6.1 Payment schedule

All Charges and / or account balances are payable in advance of the supply of Services or on demand depending upon which event triggers the Charges. In the absence of demand payment in full for the goods supplied shall be made by the Customer to the Company on or before the tenth Working Day following the date of the invoice. The Company shall be entitled to charge such reasonable costs as it may incur in recovering any overdue account balances.

6.2 Invoices

The Company shall be entitled to issue an invoice for the Charges on the Start Date or as soon thereafter as is reasonably practicable. The invoice shall be sent to the Customer's supplied email address and the Customer shall be responsible for checking receipt. The Company will if required provide invoices through the land postal system but subject to payment of the Company's Additional Service Charges that are in force from time to time.

6.3 Customer Payment

The Customer agrees to pay for all Services in advance except where the Company indicates otherwise in advance in writing or via the Company website at <http://www.k4it.co.uk>.

All domain charges are payable in advance.

yoursite™ solution charges are payable for the period of Registration of each domain name(s), either Monthly or Annually in advance, as selected by the Customer at the time of Order Request.

Customer payment (cleared into the Company's account) must be completed prior to contract and then on or before the stated day of the calendar month in which payment is due, as per the on-line or paper order form.

6.4 Payment methods

Payment of the Charges can be made on-line by credit or debit card, by a Customer initiated bank transfer / payment, or by Cash or Cheque.

Cash payments must be made in person to a Company employee at the Company's offices during Working Day office hours.

For each payment by Cheque an additional fee of £5 will be payable to cover bank charges and processing costs.

6.5 Variations

The Company shall be entitled to vary the Charges from time to time with effect from the date specified in an Amendment Notice. The Company shall issue an Amendment Notice no later than one month prior to the date that any variation of the Charges shall come into force.

6.5.1 Acceptance

The Customer shall no later than one month from the date of deemed receipt of the Amendment Notice send a counter notice to the Company accepting or rejecting the terms of the Amendment Notice. In the event that the Customer specifies in the counter notice acceptance of the terms of the Amendment Notice or fails to send a counter notice within the specified period then the terms of the Amendment Notice shall apply as from and including the date specified in the Amendment Notice and this agreement for Services shall be deemed to be varied accordingly. In the event that the counter notice rejects the terms of the Amendment Notice then until such date as this Agreement has been terminated in accordance with this clause the Customer will be charged the Charges as varied from and including the date in the Amendment Notice. Upon receipt of the Amendment Notice the Customer has the right to terminate this Agreement with effect from the date in the Amendment Notice, such notice of termination to be received by the Company no later than 14 days before the date in the Amendment Notice.

6.6 Telecommunications

The Customer acknowledges that the Charges are exclusive of any telecommunication charges. All telecommunication charges incurred by the Customer in connection with the use of the Services remain solely at all times the responsibility of the Customer. The Company does not accept liability or responsibility for any such charges.

6.7 Interest on outstanding balances

If the Charges are not paid in accordance with this Agreement, the Company shall be entitled so far as is permitted by law and without prejudice to any other rights it may have to charge interest on the outstanding amount (both before and after judgment) at the rate of 5% above the base rate from time to time of Nat West Bank Plc., Letchworth, Hertfordshire from and including the due date but excluding the date the outstanding amount is paid in full.

6.8 Credits

Neither the Company or the Customer shall be entitled to set off a credit against any amount owed to it by the other under the terms of this Agreement or under any other agreement prior to completion of this Agreement.

6.9 Refunds

The Customer acknowledges that paid invoices related to all Services are non-refundable, in whole or in part if the Customer terminates the contract during the period to which the payment relates.

Refunds under the UK Consumer Protection (Distance Selling) Regulations 2000 will only apply where the Customer has requested that Provision of Services (see Clause 12) are delayed during the period whilst the Customer has the right to cancel.

6.10 VAT

All prices exclude VAT, payable at the rate applicable as determined by UK government from time to time.

6.11 Domain transfers

All in-bound domain transfers will incur the same charges as domain registrations.

6.12 Overdue accounts

Customer accounts that are overdue by 15 Working Days after due date may be passed to a debt recovery agency and in this case will incur an administration fee of £50.00.

7 Customer Responsibilities

7.1 The Customer shall:

7.1.1 Backup

Maintain security copies of the Customer's website content including text and media assets (images, photos, audio and video files) in line with best computing practice.

In the event of a serious fault the Customer may be required to rebuild the website or update the website following a restore from a backup.

7.1.2 Personal Data

Obtain the consent of individuals whose personal data are to be held on the register of the Naming Organisation and promptly notify the Company of any changes to the Customer's registered details including (but not limited to):

- name and address of the Customer
- name, postal address, e-mail address, telephone and fax number (if available) of the technical contact for each domain name
- name, postal address, e-mail address, telephone and fax number of the administrative contact for each domain name

In any event, the Customer shall provide such information within 15 days of a request for such information from the Company.

7.1.3 Email

In order to maintain the data transfer volume and storage restrictions, check any / all email accounts in regular intervals and download the email stored therein. The Company may, should the capacity of the Customer's email boxes be exceeded at any time, return all subsequently received emails to the senders without notice to the Customer. Email accounts that have not been used for a period exceeding two (2) months (i.e., the account has not been accessed by the Customer and email has not been downloaded for a period of two month) are subject to suspension by The Company. Upon such suspension, The Company will send a notification to the Customer's primary contact email address, announcing the suspension of the account. Failure to respond to such notice with a request for reinstatement of the account may, at The Company's sole discretion, lead to the termination of the subject account and the email box may be deleted from The Company's servers. In such cases, The Company takes no responsibility for the loss of any data and / or emails still located in such account and the Customer's has no recourse against The Company for any damages resulting from the loss of such data.

7.1.4 Passwords

Notwithstanding Clause 3.1, keep confidential all passwords received from the Company for the purpose of the Services and notify the Company immediately upon becoming aware that a password has become known to an unauthorised Third Party.

7.1.5 Use

Only make use of the Services for a legitimate and lawful purpose.

7.1.6 Virus Protection

Complete its own tests for computer viruses in accordance with best computing practice prior to each and every operational use of the Services.

7.1.7 Contact details

Ensure that the Customer's home page, or a valid link available from it, created from the yoursite™ solution supplied by the Company contains the full name and address of the Customer.

7.1.8 Company access

Allow the Company to access the Customer's website to check for any infringements of the Customer's obligations under this Agreement.

7.1.9 Compliance

Ensure that it complies at all times with all relevant laws and obligations including but not limited to any license under the Telecommunications Act 1984 which is applicable to the Customer and all related laws in any territory in which the Customer is situated or in which the Customer's Website may be accessed or made available. The Customer must also obtain any relevant consents and approvals for the installation and use of the yoursite™ solution. The Company will have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations or does not obtain such consents or approvals.

7.2 The Customer shall NOT:

7.2.1 yoursite™ solution

Tamper with, attempt to tamper with, modify or alter the yoursite™ solution or security settings without the prior written consent of the Company.

7.2.2 Content (I)

Send, transmit, make available, copy, retransmit, broadcast or publish (whether directly or indirectly) in whatever form any data, information or contractual rights, material or statement which infringes the Intellectual Property Rights or contractual or statutory rights of any person or legal entity or the laws or statutory regulations relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights and any equivalent or related laws in any territory in which they are or may be accessed or made available.

7.2.3 Email spamming

Make use of the Services to send or cause to be sent or forwarded electronic mail without the express or assumed agreement of the respective recipient. This shall include but not be limited to not sending large numbers of electronic mails with the same content, which is commonly referred to as "spamming".

7.2.4 IMAP

Use of the IMAP account as a "virtual drive", i.e., to store files as attachments or in any other manner, is strictly prohibited. IMAP accounts may be used for no purpose other than in the context of normal email traffic.

7.2.5 Content (II)

Use the Services to obtain or offer or permit to be offered for profit or otherwise any material, images, displays or services which are erotic or pornographic including but not limited to any other material, images, displays or services which are offensive, illegal or immoral or which is in breach of any legal obligation.

7.2.6 Registered Visitor supplied content

The Customer's supplied yoursite™ solution may allow registered visitors to provide yoursite™ solution content and media (images, audio and video) that can be accessed on the Customer Website. In this case the yoursite™ solution provides for Moderation of this content and media by the Customer prior to it being available on the Website.

The Customer is responsible for all Website content and the appropriate Moderation of all registered visitor supplied content and media in compliance with Clauses 7.2.2 and 7.2.5.

8 Website

The customer shall NOT arrange its website in a way that leads to a risk of or causes an excessive load on the server provided by the Company in connection with the Services.

8.1.1 Data transfer volume

The customer shall NOT exceed the relevant data transfer volume applicable to the Ordered Service unless the Customer has agreed with the Company to pay Additional Service Charges as may vary from time to time for the data transfer volume exceeding the agreed level in the Ordered Service.

8.1.2 Rights

The customer shall NOT use the Services in a manner that infringes a Third Party's copyright or other intellectual property rights of whatsoever nature.

8.2 Proper use

The customer must ensure that any use of the Company's Services, by themselves or others via their account, are not knowingly or negligently used for i.e. creating, transmitting, exceeding the data transfer volume, publishing or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, Trojans or any other similar software or program) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of the Company's internet services or any other internet user or person.

8.3 Indemnification

Without prejudice to any other rights of the Company arising from this Agreement or otherwise, the Customer will indemnify the Company against all claims, losses, liabilities, expenses, fines and penalties of whatsoever nature made, incurred or imposed as a result of a breach by the Customer of the terms of this clause or the terms of this Agreement.

8.4 yoursite™ solution Software

Software is provided for online use as part of the Services (the yoursite™ solution), and the use of such software may be subject to fees as outlined in the current fee schedule in accordance with this Agreement. The yoursite™ solution is hosted software that executes directly on the Company's servers, and the Customer shall not download, install, store or make any copies of the yoursite™ solution, nor shall the Customer sublicense the yoursite™ solution. The Customer shall not in any way translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the yoursite™ solution or any copies thereof and shall not assist any Third Party in doing so. The yoursite™ solution is designed to be used through the Company's user interface and, as such, may be utilised by any authorized user from any suitable computer or workstation. This license is automatically revoked upon termination of this Agreement. The Company reserves the right to modify or discontinue the yoursite™ solution at any time without notice.

9 Liability

9.1

To the extent permitted by law, the Company shall not be liable to the Customer save as expressly provided for in this Agreement and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise to the Customer.

9.2

So far as is permitted by law and subject to Clause 4.3 the Company makes no warranty to the Customer as to the quality of the Services or yoursite™ solution or the fitness for purpose of the yoursite™ solution and in any event, the Company shall only be liable for material breaches of its obligations under this Agreement and to the extent of 500 GBP per breach.

9.3

Neither party shall have any liability to the other in respect of any breach of this Agreement for loss of revenue, business, anticipated savings or profits or any loss of use or value of any equipment or for any indirect or consequential loss howsoever arising, save as set out in Clauses 9.4, 9.5 and 9.6 below.

9.4

Nothing in this Agreement shall:

- exclude or restrict the Company for liability in respect of the death or personal injury or fraud resulting from the negligence of the Company, its employees or agents
- exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979 and where the Customer deals as a consumer, the conditions implied by sections 13 to 15 inclusive of the said Act and by sections 3 and 4 of the Supply of Goods and Services Act 1982
- where the Customer deals as a consumer, affect the Customer's statutory rights.

9.5

The Customer will indemnify the Company for all loss of revenue, business profits, costs and expenses arising from any failure by the Customer to use the Services in accordance with this Agreement or failure to return (if required under the terms of this Agreement) the yoursite™ solution in good condition and against any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the site by the Customer.

9.6

The Company disclaims all liabilities in connection with the following:

- loss of material uploaded
- incompatibility of the website with any of the Customer's equipment, software or telecommunications links
- technical problems including errors or interruptions of the website
- unsuitability, unreliability or inaccuracy of the website
- damage, loss or corruption of the Customer's data in any way including but not limited to unavailability following the termination or suspension of the Customer's account

9.7

The Company will indemnify the Customer for claims made against the Customer by a Third Party for breach of their Intellectual Property Rights if such breach has been caused by the act, omission or otherwise of the Company, its employees or agents.

9.8

Nothing in this Agreement shall prevent the Company from pursuing payment of a debt against the Customer.

9.9

Where the Customer accesses the website from locations outside the United Kingdom, the Customer does so on the Customer's own initiative and is responsible for compliance with local laws.

10 Termination**10.1**

Either party may at any time by giving notice in a written and signed summary document, terminate this agreement without compensation to the other party if the other party shall become bankrupt, or if a body corporate pass a resolution or the court shall make an order that one party be wound up, otherwise than by way of amalgamation or reconstruction, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitles the court to make a winding up order.

10.2

The Company shall have the right to cancel this Agreement without reason upon giving a minimum of 10 Working Days notice to the Customer and cancellation shall occur at the expiry of the notice period.

The Customer may exercise the right of cancellation using a termination request via email or in writing to the Company. The Company will email the Customer's main email contact for confirmation that the requirement is genuine. Failure to provide confirmation will result in the account remaining active.

10.3

Termination or expiry of this Agreement for whatever reason shall not prejudice or affect any right of action or remedy which shall have occurred or shall accrue thereafter to either of the parties.

10.4

The Company reserves the right to terminate this Agreement without notice upon any of the following events:

- the Charges and / or Additional Service Charges are outstanding for more than 10 calendar days
- the Customer is in breach of his obligations as set out in Clauses 7 and 14
- the Customer fails, despite prior warning to remedy a breach of Clause 8.1.1.

10.5

The customer is responsible for contacting the company to ensure that their termination request has been received.

11 Effect of Termination**11.1**

On termination or expiry of this Agreement for whatever reason the following provisions shall apply:

- the non-exclusive license pursuant to Clause 12 granted to the Customer in respect of the yoursite™ solution by the Company shall be revoked with immediate effect
- the Customer shall pay immediately all Charges and / or Additional Service Charges outstanding under this Agreement to the Company within 10 Working Days
- the Customer shall pay all amounts (if any) as and when such amounts shall fall due under the indemnity given in Clause 8.3
- the Customer shall be responsible for renewing the Registration of his domain name(s) and finding a new host for the respective domain name(s)
- the Company shall without prior notice cease hosting a domain name(s) 10 calendar days from and including the expiry date of notice to terminate given under Clause 10.2 or 10 calendar days from the date of termination if earlier notwithstanding that the Customer has not found an alternative host for the respective domain name(s)

11.2

Following the official cancellation of the account, the Company will without notice permanently remove the Customer's data from its systems and equipment.

12 The Consumer's right to cancel

12.1

For any Customer buying as a consumer (i.e., not within the course of a business) the UK Consumer Protection (Distance Selling) Regulations 2000 protect a Customer's right to cancel a contract for 7 Working Days following the date of establishment of a contract where the Company has complied with the information requirements described within the regulation or for longer if the Company had needed to supply additional information.

12.2

Domain Registration, establishment and commencement of the Services (Provision of Services) represent a cost to the Company, which cannot be reversed. As a result the Company is unwilling to begin Provision of Services whilst the customer has a right to cancel where a refund is potentially applicable in the future.

The Customer has the option to:

- a) Delay the beginning of Provision of Services until the right to cancel period has passed
- Or
- b) The Customer agrees that once a Customer Order Request has been completed, payment has been made by the Customer and the Company has accepted the Order Request (a contract is formed), the Company shall begin Provision of Services and that the Customer will have no right to cancel this Agreement for a refund of any payment made.

12.3

The Customer will have either placed an on-line Order Request or completed a manual Order Request form. In either case the Customer will have accepted the Company's Terms and Conditions.

In either case the Customer will have chosen between options a) or b) in Clause 12.2 above.

For the purposes of this clause, the date the contract is formed shall be the date when the Company confirm the acceptance of the Customer's Order Request and provide Service details and payment instructions to the Customer, either directly or via email.

The Company shall not begin the process to provide Services until payment has been completed and funds cleared.

12.4

Prior to the Provision of Services the Customer may exercise the right of cancellation by informing the Company either in writing or via email.

12.5

The Customer will no longer have this right to cancel the contract under the Consumer Protection (Distance Selling) Regulations 2000 once the Company has commenced Provision of the Services with the Customer's consent.

For the purposes of this clause the Customer's consent will be deemed to have been given once the Customer has:

- a) pressed 'Order' and sent an on-line Order Request to the Company indicating that option b) has been chosen for Clause 12.2
- Or
- b) completed a manual Order Request form indicating that option b) has been chosen for Clause 12.2

12.6

The Company will begin Provision of Services once:

- A contract has been formed and Customer payment has cleared
- And either:
- Customer's consent for the Provision of the Services has been granted
- Or
- The Customer's right to cancel has expired

12.7

Where the Customer wishes to cancel an order whilst the right to cancel has not expired and the Customer consent for the Provision of the Services has not been granted, our On-line ordering Terms and Conditions will apply with regards to cancellation and refunds.

13 Limitation of Service

13.1

The Company shall be entitled to suspend such access to the Services as it deems necessary by the Customer or any Third Party to all or any part of the Services if the Customer is in breach of any of Clauses: 6, 7 and 14. This Clause shall not be construed in any way as limiting the termination rights of the Company as provided by Clause 10.

13.2

In the case of Clause 8 the Company's right to suspend access to the Services in accordance with Clause 13.1 also applies if the Customer reaches the relevant data transfer volume but does not exceed it.

13.3

If access to the Services is suspended as a result of Downtime caused by routine or emergency maintenance by the Customer the Services shall be reconnected as quickly as practicable after, in the opinion of the Company, such circumstances giving rise to the need to suspend have ceased to exist.

13.4

Following the suspension of Services (other than for the reasons referred to in Clause 13.3) the Customer shall be obliged to apply for reconnection of access to the Services but the Company shall not be obliged to reconnect access to the Services. On receipt of an application to reconnect the Company may do one of the following:

- reconnect as soon as reasonably practicable subject to payment of all Charges and / or Additional Service Charges and any amounts due under Clause 9.5
- specify additional reasonable terms required by the Company prior to agreeing access to the Services
- refuse to allow access to the Services on the basis that the breach or instruction or event which led to the suspension of access is unremedied or still remains as the case may be

13.5

The Customer will pay any Additional Service Charges as may be required from time to time by the Company for reconnection to the Services.

13.6

If the breach or instruction or event which led to the suspension of Services remains or the Customer refuses to accept the additional terms referred to in Clause 13.4(*2), the Company shall be entitled to terminate without notice;

- in the case of non payment of any Charges or Additional Service Charges, if such amounts remain outstanding for more than 10 Working Days
- in the case of any other event leading to suspension of access to the Services, if it remains unremedied or additional terms are not accepted within 10 Working Days of the suspension

13.7

The Company does not give any warranties in connection with the provision of goods supplied by a Third Party for the provision of the Services but shall, if applicable, assign to the Customer the benefit of any license, warranty, guarantee or indemnity given by the Third Party supplying any service component to the Company.

14 License Agreement

14.1

In consideration of and subject to payment of the Charges by the Customer upon the Start Date of this Agreement, and the compliance by the Customer with the Terms and Conditions of this Agreement, the Company grants to the Customer on and from the Start Date until the termination of this Agreement in accordance with Clause 10 of these Conditions, a revocable non exclusive license to use the yoursite™ solution and ancillary documentation in accordance with this Clause 14.

14.2

The Customer shall receive from the Company a revocable non-exclusive license to utilise the yoursite™ solution for the contract period of the Agreement in accordance with the Terms and Conditions of this Agreement.

14.3

The Customer shall undertake to ensure that everyone that uses the yoursite™ solution shall observe this license agreement. Each Customer User may simultaneously use the yoursite™ solution only on one computer for each instance of the yoursite™ solution within this Agreement. A "use" of the yoursite™ solution occurs, if the Customer User is logged in to the yoursite™ solution. Different Customer Users must not simultaneously update the same yoursite™ solution data object (examples include

website page content items, media assets, user data elements, formats). The Customer is limited to a maximum of five simultaneous Uses at any time.

14.4

Manuals may be printed out on paper for use in the Customer's security procedures. The client shall not be entitled to use, copy, process or transfer the yoursite™ solution in a way other than that described herein to convert the yoursite™ solution into another form (Reverse-Assemble-Reverse-Compile) or in any other way translate the yoursite™ solution, if such conversion is not indispensably provided for by express legal regulations. The client shall not be entitled to rent out or lease the yoursite™ solution or assign or sub-license the yoursite™ solution except or expressly agreed under Clause 19 of this Agreement.

14.5

The Customer may be required at the Company's discretion to cease to use the yoursite™ solution as well as all electronic and hardcopy documentation supplied in connection with the yoursite™ solution immediately upon termination of this Agreement. This Clause shall not prejudice or affect any other right of action or remedy or obligation that shall have occurred or shall accrue thereafter to either of the parties.

15 Intellectual Property Rights

15.1

All Intellectual Property Rights of the Company in the yoursite™ solution and ancillary documentation shall at all times for the contract period of this Agreement remain vested in the Company.

16 Data Protection

16.1

All information, mail messages and other data stored on the Company's computer system will be treated as private and solely the property of the Customer at all times and will not be duplicated, copied, reproduced or viewed publicly in any way except with express or implied permission of the Customer and / or for the purpose of the Company's back up services and / or providing the Customer with the Services and / or for the Company's own internal purposes such as market research.

16.2

The Company expressly points out to the Customer that by entering into this Agreement the Customer acknowledges and agrees that once the Customer's unencrypted data passes onto the Internet, it is not secure and is open to unscrupulous use. The Company cannot accept responsibility or liability for any data or information that becomes available by such means against the wishes of the Customer and the Company recommends the use of encryption for transfer of sensitive data or information.

16.3

The Customer accepts that the Company will put its name on its mailing list for receipt of product information and other advertising material from the Company unless it informs the Company in writing that it does not wish to receive such material.

16.4

The Customer accepts that the register of the Naming Organisation will include the Customer's name and address, administrative partner and technical partner and other details relating to them. This information (if it refers to individuals) is personal data for the purposes of the Data Protection Act 1984. The Customer accepts that the Naming Organisation may allow other organisations and members of the public to access the data for the purpose of obtaining information about the registration of the domain name(s) or any other related purpose.

17 Force Majeure

The Company shall not be liable for any failure in performing its obligations under this Agreement due to circumstances beyond its reasonable control.

18 Complaints

The Customer should address any complaints concerning the provision of the Services to the Company at the Company's address shown in Clause 3.1 or by sending an email to webmaster@k4it.co.uk.

19 Assignment

Neither this Agreement or any rights or obligations hereunder may be assigned or transferred or sub-contracted by the Customer in part or in whole to a Third Party, without the prior consent of the Company such consent not to be unreasonably withheld. The Company may on providing notice to the Customer assign this Agreement in part or in whole to any third party.

20 Third Party Rights

Nothing in this Agreement shall be taken as granting any rights expressly or impliedly whether contractual or statutory to persons other than the Company and the Customer, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21 Information Regarding Placing an Order Request

The following information is provided to Customers in compliance with EU Directive No. 2000/31/EC (the e-Commerce Directive):

21.1

The following are the steps to be taken by the Customer to place an order request using the Company's website. Order Requests may only be placed in English. Order Requests will be acknowledged via email within 24 hours from placing the Order Request.

The Customer can place an order using the "Order Site" option from <http://www.k4it.co.uk>

Each page within the Order Request process shows the steps in the process and the point you are at in the process. Your Order Request is placed by pressing the "Order" button once you have provided all necessary detail, at the end of the Payment step (5 of 6). NOTE: You are not making an on-line payment, this page simply explains payment options and captures your selections. Step 6 of 6 is simply a confirmation that your Order Request has been sent.

21.2

The Order Request acknowledgement email will detail all the choices you have made and data you have provided, together with details of prices, payment required and Company contact and address details.

21.3

Once an order has been placed it will be reviewed, processed and filed by the Company.

Currently the Customer will not be able to access the Order Request details on the Company website.

Should the Customer need to correct or modify the Order Request or cancel it, the Customer should contact the Company via email.

22 General

22.1

No delay, neglect or forbearance on the part of either party in enforcing against the other party any terms or conditions of this Agreement shall either be or be deemed to be a waiver in or in any way prejudice any right of that party under this Agreement, unless such waiver shall be in writing.

22.2

Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been duly given if sent by first class post, or by electronic mail or facsimile transmission, to such person and such address as either party shall nominate for this purpose from time to time.

All notices, instructions and communications given on behalf of the Customer shall be deemed to have been given by the Customer's representative authorised for that purpose.

22.3

The yoursite™ solution is to be Used only by the Customer's nominated Customer Users.

22.4

This Agreement shall be construed and governed in all respects in accordance with the Law of England and Wales and the English Courts shall have exclusive jurisdiction in respect of any disputes arising hereunder.

22.5

Each party shall treat as confidential all information received by it from the other party relating to the other party's business, customers, strategies and plans, and such information may only be used for the purpose of this Agreement and may only be disclosed in strict confidence to its professional advisers or any person to whom disclosure is required by law, to its employees or subcontractors where reasonably necessary for the purposes envisaged by this Agreement, and where otherwise specifically permitted by this Agreement.

Appendix A Additional terms and conditions for the registration of Top Level Domains - types .BIZ, .COM, .INFO, .NET and .ORG

The registration of these Top Level Domains (TLDs) globally follow the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and the Authoritative Registry as shown in the table below.

Top Level Domain (TLD)	Authoritative Registry
.BIZ	NeuLevel Inc. (NeuLevel)
.COM	VeriSign Inc.
.NET	VeriSign Inc.
.INFO	Afilias Limited (Afilias)
.ORG	Public Interest Registry Inc. (PIR)

These rules are incorporated into the registration agreement as follows:

A.1 Restrictions for .biz domains

Domains with the TLD (top level domain) .biz are reserved for business or commercial use. They shall not be registered or used exclusively for personal use or solely for the purpose of selling, trading or leasing the domain name for compensation or the unsolicited offering to sell, trade or lease the domain name for compensation.

Therefore the domain name needs to be reasonably related to the registrants business or intended commercial purpose at the time of application.

It is the registrant's personal responsibility to comply with these restrictions. None of the other companies or persons involved in the registration process will verify this in any way.

A.2 Miscellaneous

A.2.1 Indemnification

The domain holder guarantees that neither the registration of the domain name nor the manner in which it is used infringes the legal rights of any third party or any applicable laws and regulations.

The domain holder shall indemnify and hold harmless his provider, K4IT Limited, its service provider, the Internet Corporation for Assigned Names and Numbers (ICANN), the Authoritative Registry and all subcontractors, members, shareholders, directors, officers, employees, affiliates and agents of each of them and all other persons involved in the registration process from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the domain holder's domain name registration or the use of the domain by the domain holder or by third parties with his consent. This indemnification obligation shall survive the termination or expiration of the registration agreement.

A.2.2 Errors in registration

All domains under these conditions are registered by K4IT Limited through its service provider as accredited registrar. Should a domain be registered incorrectly by K4IT Limited or any other person involved in the registration process, e.g. not according to the Order Request, the domain holder hereby irrevocably consents to all necessary measures being taken for the correction of such a mistake. Such measures may include suspension, cancelation, transfer or any other appropriate and equal action.

A.2.3 Change of Registrar

A change of registrars for the domain is not possible during the first 60 days after initial registration of the domain with the registrar. In individual cases this may lead to restrictions for the change between different hosting providers.

A.3 Dispute Policies for domains

For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) has been developed by ICANN and adopted by all accredited registrars. All domains are governed by this UDRP.

A.3.1 For .BIZ domains

NeuLevel has developed additional Dispute Policies, explicitly the Start-up Trademark Opposition Policy (STOP), also known as Start-up Dispute Resolution Policy (SUDRP) and the Restrictions Dispute Resolution Policy (RDRP).

A.3.2

The domain holder hereby agrees that the Uniform Domain Name Dispute Resolution Policy (UDRP) shall govern all disputes on the rights to domains, especially arising out of trademarks, names or other intellectual property rights. The UDRP can be found at <http://www.icann.org/udrp/udrp.htm>

In the administrative proceeding under UDRP initiated by the domain holder or a third person it is the domain holder's responsibility to conduct the proceedings and defend their rights. The domain holder acknowledges and accepts that K4IT Limited's service provider, as accredited registrar, shall implement the UDRP decision and cancel or transfer the domain to a third person according to the decision unless the domain holder proves to K4IT Limited, its service provider and NeuLevel within 10 days of notification, that the domain holder has commenced a lawsuit at a competent court to clarify the right to use the domain.

A.3.3

While a court proceeding or arbitration for trademark, names or other intellectual property rights or administrative proceeding under UDRP is pending and for a period of fifteen days after the final decision in such process the domain holder may not transfer the domain to a third person unless this person agrees in writing to be bound to the decision in the same way as the domain holder.

A.3.4 For .BIZ domains

The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- Start-up Trademark Opposition Policy (SUDRP) / Start-up Dispute Resolution Policy (STOP)
- Uniform Domain-Name Dispute-Resolution Policy (UDRP)
- Restrictions Dispute Resolution Policy (RDRP)

All are available at URL: http://www.neulevel.biz/ardp/docs/dispute_policies.html

A.3.5

ICANN reserves the right to modify the UDRP at any time. K4IT Limited, through its service provider, as accredited registrar, shall implement any such revision speedily and these will become binding upon the domain holder. The revised version will be posted at least thirty calendar days before it becomes effective under the URL: <http://www.icann.org/udrp/>

A.3.6 For .BIZ domains

It is pointed out that NeuLevel reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion to:

- protect the integrity and stability of the registry
- comply with applicable laws, government rules or requirements, requests of law enforcement
- comply with dispute Resolution Policies
- avoid any liability, civil or criminal

or for violations of the Registration Agreement.

A.4 Data and Data-Protection

A.4.1 Public Access to domain data

According to the technical standards and procedures of the Internet the domain holder has to give public access to data set out in A.4.2, including personal data. For .BIZ domains this includes specific access for (but not limited to) the US-based and ICANN-accredited escrow agent Iron Mountain.

This data is stored within the contractual commitments and transferred to other persons inside and outside Germany involved in the registration process.

For .BIZ domains this includes specifically (but not limited to) the USA.

For other domains this includes specifically (but not limited to) the US-based and ICANN-accredited escrow agent Iron Mountain.

The data is published in the ordinary way, including public access to so-called Whois databases, to make the identification of the holder of the domain possible.

A.4.2 Contact Information

The domain holder guarantees that the contact data given by them are accurate and complete. The domain holder shall immediately inform K4IT Limited (who will inform their service provider) on any updates and respond within fifteen calendar days to enquiries on request guaranteeing up-to-date accuracy and completeness.

Contact data includes:

- full name and postal address of the domain holder, if domain holder is an organization, association or corporation: name of authorized person for contact purposes;
- full name, postal address, e-mail address, voice telephone number and (where available) fax number of the technical contact for the domain;
- full name, postal address, e-mail address, voice telephone number and (where available) fax number of the administrative contact for the domain;
- full name, postal address, e-mail address, voice telephone number and (where available) fax number of the billing contact for the domain;
- if domain holder provides own nameservers: Additionally IP addresses of the primary and secondary nameserver for the domain including corresponding name of those nameservers.

The domain holder acknowledges and accepts that this data can be published and made available to anybody in public data storage units, together with his domain, date of registration and expiration.

A.4.3 Consent

The domain holder warrants that notification equivalent to that described in A.4.1 has been given to any third-party individuals whose Personal Data are supplied to the Registrar by the domain holder, and that the domain holder has obtained the consent equivalent to that referred to in the last paragraph of A.4.2 for any such third-party individuals.

A.4.4 Review of registration data

The domain holder and any other individual can review all data according to A.4.2 in the Whois Database of NeuLevel. Corrections can be sent to customer support at any time.

A.5 Transfers

Domain transfers are subject to the following policy:

<http://www.icann.org/en/resources/registrars/transfers>

Appendix B Additional terms and conditions for the registration of .uk domains

These include (but are not limited to) .co.uk, .org.uk and .me.uk domains.

B.1 Nominet – The registry for .UK internet domain names

The registration of .uk Top Level Domains (TLDs) globally follow the prescribed set of terms and conditions specified by Nominet, the Authoritative Registry.

These rules are incorporated into the registration agreement as follows:

B.2 The Nominet terms and conditions for .uk domains

The terms and conditions applicable specifically to .uk domains can be found at:

<http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/>

and

<http://www.nominet.org.uk/registrants/aboutdomainnames/rules/>

By reference, all terms and conditions are incorporated into this agreement, including those for changes and amendments. By accepting this agreement you confirm that you have read, understand and accept these terms and conditions.

B.3 Miscellaneous

B.3.1 Indemnification

The domain holder guarantees that neither the registration of the domain name nor the manner in which it is used infringes the legal rights of any third party or any applicable laws and regulations.

The domain holder shall indemnify and hold harmless the provider, K4IT Limited, its service provider, the Internet Corporation for Assigned Names and Numbers (ICANN), the Authoritative Registry and all subcontractors, members, shareholders, directors, officers, employees, affiliates and agents of each of them and all other persons involved in the registration process from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the domain holder's domain name registration or the use of the domain by the domain holder or by third parties with his consent. This indemnification obligation shall survive the termination or expiration of the registration agreement.

B.3.2 Dispute Resolution

The Nominet UK Dispute Resolution Service, which can be accessed at <http://www.nic.uk/ref/drs.html>, will manage domain Registration and usage disputes

B.4 Transfers

Domain transfers are subject to the following policy:

<http://www.icann.org/en/resources/registrars/transfers>

Appendix C Additional terms and conditions for the registration of .name domains

C.1 Service description

Please refer to the following URLs for a service description of the .name domain services:

Appendix C pt. 1 A of the agreement between The Internet Corporation for Assigned Names and Numbers ("ICANN") and The Global Name Registry Limited ("the ICANN Agreement"), available at:

<http://www.icann.org/tlds/agreements/name/registry-agmt-appc-1-8aug03.htm>

Appendix L of the ICANN Agreement, available at:

<http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>

C.2 Restrictions for .name domains

Registrations in the .name TLD must constitute an individual's "Personal Name". For the purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

C.3 Certifications for .name domains

As a .name domain name Registrant, you hereby certify that:

- (a) You have the authority to enter into this Agreement; and
- (b) The registered domain name is your Personal Name.

C.4 Provision of registration data

C.4.1

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes the information contained in the Whois directory, including:

- your full name and postal address, email address, voice telephone number, and fax number, if available;
- the IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name;
- the full name, postal address, email address, voice telephone number, and fax number, if available, of the technical contact for the domain name;
- the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the domain name;
- the full name, postal address, email address, voice telephone number, and fax number if available of the billing contact for the domain name.

You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by Internet Corporation for Assigned Names and Numbers ("ICANN").

You further understand that the foregoing registration data may be transferred outside of the European Community, including specifically (but not limited to) the US-based and ICANN-accredited escrow agent Iron Mountain, and you expressly consent to such export.

C.4.2

You hereby represent and warrant the data provided in the registration application is true, correct, up-to-date and complete and that you will continue to keep all of the information provided up-to-date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond to our enquiries addressed to the email address of the registrant, administrative or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account shall constitute a breach of this Agreement.

Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or an ICANN policy.

The Global Name Registry, Limited ("Registry Operator") may share your personal data with third parties that act as subcontractors to it us for the purposes of this Agreement, and you agree that your personal data may be shared with Registry Operator's subcontractors. You also agree that from time to time, Registry Operator may share some of your personal data, such as your address and postcode, with third parties who are conducting, on behalf of Registry Operator, market analysis.

C.5 Domain name dispute policy

If you reserved or registered a .name domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- the Eligibility Requirements (the "Eligibility Requirements"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>
- the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-8aug03.htm>
- the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at <http://www.icann.org/udrp/udrp.htm>

The Eligibility Requirements dictate that Personal Name domain names will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding.

According to the Eligibility Requirements, the following categories of Personal Name Registrations may be registered:

- the Personal Name of an individual;
- the Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name;
- in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of your Personal Name so as to differentiate it from other Personal Names

The ERDRP applies to challenges to:

- registered domain names within .name on the grounds that a Registrant does not meet the Eligibility Requirements
- Defensive Registrations within .name

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than Global Name Registry ("Registry Operator") or Registrar over applies to complaints by trademark or service mark owners concerning the registration and use of an Internet domain name registered by a Registrant.

C.6 Domain name dispute policy modifications

You agree that Registry Operator, in their sole discretion, may modify the dispute policy from time to time. Registry Operator will post any such revised policy on its Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

C.7 Domain name disputes

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in the dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold K4IT Limited and its service provider harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval.

We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the Registry of the judicial body by supplying a party with a Registrar certificate from us.

C.8 Reservation of rights

K4IT Limited, its service provider and the Registry Operator expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the Registry, to comply with any

applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of K4IT Limited, its service provider and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees. K4IT Limited, its service provider and the Registry Operator also reserve the right to freeze a domain name during a resolution of a dispute.

C.9 Limitation of liability

You agree that Registry Operator will have no liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a .name domain name registration using these processes; or (ii) any dispute over any .name domain name, Defensive Registration or NameWatch Registration, including the decision of any dispute resolution proceeding related to any of the foregoing.

C.10 Indemnification

You agree to indemnify, defend and hold harmless your K4IT Limited, its service provider, the Registry Operator, and their directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your registration and your breach of this Agreement. This indemnification obligation will survive the termination or expiration of this Agreement.

C.11 Transfers

Domain transfers are subject to the following policy:

<http://www.icann.org/en/resources/registrars/transfers>

Appendix D Additional terms and conditions for the registration of .eu domains

D.1 EURid – The European Registry of Internet Domain Names

The registration of .eu Top Level Domains (TLDs) globally follow the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and EURid, the Authoritative Registry.

These rules are incorporated into the registration agreement as follows:

D.2 The EURid terms and conditions for .eu domains

The terms and conditions applicable specifically to .eu domains can be found at:

<http://www.eudid.eu/files>

By reference, all terms and conditions are incorporated into this agreement, including those for changes and amendments. By accepting this agreement you confirm that you have read, understand and accept these terms and conditions.

D.3 Miscellaneous

D.3.1 Indemnification

The domain holder guarantees that neither the registration of the domain name nor the manner in which it is used infringes the legal rights of any third party or any applicable laws and regulations.

The domain holder shall indemnify and hold harmless his provider, K4IT Limited, its service provider, the Internet Corporation for Assigned Names and Numbers (ICANN), the Authoritative Registry and all subcontractors, members, shareholders, directors, officers, employees, affiliates and agents of each of them and all other persons involved in the registration process from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the domain holder's domain name registration or the use of the domain by the domain holder or by third parties with his consent. This indemnification obligation shall survive the termination or expiration of the registration agreement.

D.4 Transfers

Domain transfers are subject to the following policy:

<http://www.icann.org/en/resources/registrars/transfers>

Appendix E Registrant Rights & Responsibilities Under the 2009 Registrar Accreditation Agreement

The Internet Corporation for Assigned Names and Numbers (ICANN) Registrant Rights & Responsibilities Under the 2009 Registrar Accreditation Agreement can be found at:

<http://www.icann.org/en/resources/registrars/registrant-rights-responsibilities>

By reference, all terms and conditions are incorporated into this agreement, including those for changes and amendments. By accepting this agreement you confirm that you have read, understand and accept these terms and conditions.