

## Register 365 Schedules

### SCHEDULE A

Terms and Conditions relating to our Domain Name Registration Service

Definitions

In this Schedule:

**“Registrant”** a Domain Name Registrant is a person or entity that holds the legal and contractual rights and responsibilities to a Domain Name.

**“Registry”** is the organisation that manages the database of all Domain Names and (where relevant) the associated Registrant information in the top level domains (TLDs) of the domain name system of the Internet, that allow third party entities to request the registration and use of a Domain Name.

**“Registrar”** a contracted party that sells and manages Domain Names. A Domain Name Registrar must be accredited by a generic top-level domain (gTLD) Registry or a country code top-level (ccTLD) Registry. A gTLD Registrar must also be accredited by ICANN.

**“ICANN”** the Internet Corporation for Assigned Names and Numbers (ICANN) is the organisation responsible for developing and enforcing the policies governing gTLD Domain Names.

**“gTLD”** Generic Top-Level Domain (gTLD) is one of the categories of top-level domains (TLDs) maintained by the Internet Assigned Numbers Authority (IANA) for use in the Domain Name System of the Internet. A gTLD Domain Name does not have a geographic or country designation and is governed by ICANN policies.

**“RGP”** Redemption Grace Period (RGP) represents a period during which a registrant can pay additional fees to recover/retrieve a gTLD Domain Name after the Domain Name has expired. Additional details on how to check the status of your gTLD can be found at <https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>.

**“WHOIS”** is an online database that stores the registered users or assignees of an Internet resource, such as a Domain Name. The WHOIS database is accessible online and will show information such as whether a Domain Name is registered and in some instances who has registered the domain.

**“ccTLD”** a country code top-level domain (ccTLD) is an Internet top-level domain (TLD) generally used or reserved for a country, sovereign state, or dependent territory identified with a country code.

**“TLD”** a Top-Level Domain (TLD) is the part following the “.” at the far right of a Domain Name.

#### 1. Orders

- a. Your order must indicate the Domain Name(s) that are to be registered, including full details of the Registrant.
- b. You represent and warrant that you will provide us with current, complete and accurate information in connection with your application for a registration, and that you will correct and update this information to ensure that it remains current, complete and accurate throughout the term of any resulting registration or reservation. You understand that your obligation to provide current, accurate and complete information is a material element of the terms of this Schedule, and we reserve the right to deny, cancel, terminate, suspend, lock, or transfer any registration or reservation if we determine, in our sole discretion, that the information is inaccurate. It is your responsibility to ensure that you update the information within seven (7) days of any change during the term of the registration. In the event you fail to update information or wilfully fail to provide the updated information within seven (7) days to us or fail to respond for more than fifteen (15) days to requests by us in relation to the accuracy of the details associated with the registration, then this may result in the suspension or cancellation of this registration.
- c. You agree and acknowledge that registration and use of the Domain Name is subject to the acceptable use policies, rules and/or other terms and conditions of the Registry/Registrar. By submitting the order to us, you agree to be bound by any such policies, rules and/or other terms and conditions and to fully and effectively indemnify us in respect of all losses, costs, expenses or liability suffered or incurred by us as a result of, or arising out of any breach of these policies, rules and/or other terms and conditions. It is your responsibility to familiarise yourself with the policies, rules and other terms and conditions of the Registry/Registrar and for ensuring that you have complied with the registration criteria and obtained all consents and authorisations necessary in respect of the registration or transfer of the Domain Name. Registration criteria for each Domain Name are displayed on the Domain Name search results page, <https://www.names.co.uk/domain-names>. Should additional information or documentation be required to complete the registration, the onus is on you before applying for such a Domain Name to ensure that you can provide the required supporting documentation to substantiate your claim on or entitlement to the domain.
- d. If you have registered a gTLD Domain Name, you have rights and obligations that have been established by the ICANN and which can be found at the following URL <https://www.icann.org/resources/pages/benefits-2013-09-16-en>.
- e. We reserve the right to refuse orders for any reason. Where we do refuse an order, we will notify you that the order will not be processed. If the order has been processed and you have paid our charges they will be refunded.
- f. We will endeavour to meet any dates agreed for the obtaining of the Domain Name(s) specified by you, but this date is an estimate only and we will not be liable for any delay.

## 2. Services

- a. We provide Domain Name services on an "as available" basis. Our acceptance of your application to register a Domain Name is not an acknowledgement by us that the Domain Name is available. The success or

failure of Domain Name registration depends on many factors outside our control, and we cannot therefore guarantee that your application will be successful. Your application to register the Domain Name is subject to the acceptance of the Domain Name application by the applicable domain name Registry.

- b. You agree and acknowledge that we are bound by contractual commitments that dictate we make registration information provided by you in relation to the requested domain (as stated in the order) available to third parties such as ICANN, the Registry or other third parties as applicable laws require or permit including but not limited to the police or other enforcement authorities.
- c. You further acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the Domain Name registration information provided, for purposes of inspection (such as through the WHOIS service) or other purposes as required or permitted by ICANN, the Registry and applicable law.
- d. You acknowledge and agree that in the event of a material change being required in respect of a Domain Name owner for any reason, any responsibility and liability for such material changes shall be borne solely by you.
- e. Subject to Clause 4(f) below, if a Domain Name is not successfully registered with the Registry we will not be liable to you for any loss or damage arising or resulting from any inability to register the Domain Name or from us not accepting your order, and we will not be responsible for any costs incurred or other steps taken by you in anticipation of the registration or transfer of a Domain Name prior to your receipt of official confirmation of such registration or transfer from us.
- f. You should note that any Domain Name registered, whether or not by us, may subsequently be challenged and/or cancelled by parties other than us.
- g. You accept and agree that Register 365 will publish courtesy pages containing advertisements on your Domain Name as a holding page if you have not posted web content on your Domain Name; you are free to disable the courtesy page at your sole discretion. You accept and agree that you will not be provided any kind of remuneration in relation to the courtesy pages.
- h. You agree that we may be registered as the Administrative Contact for all Domain Names registered for you or held on your behalf. We may register a contact email for domains.
- i. You agree to ensure that all domains registered through our service will not be used for any unlawful purpose, will not be registered in bad faith, or otherwise be considered an abusive registration under the Registry, ICANN or relevant dispute policies and procedures, and will not infringe on the legal rights (including but not limited to intellectual property rights) of any third person. All domains registered via Register 365 must also adhere to our Acceptable Use Policy.
- j. We expressly reserve the right to deny, reject, cancel, delete or transfer any registration or transaction, or place any Domain Name(s) or other transactions

or Registry lock, hold or similar status, that we deem necessary, in our sole discretion:

- (i) To protect the integrity and stability of our systems;
  - (ii) To comply with applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
  - (iii) To avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, and employees;
  - (iv) For violations of this Schedule; or
  - (v) To correct mistakes made by us or our third party providers in connection with a Domain Name registration. We also reserve the right to place a Domain Name on Registry hold, lock or similar status during the resolution of a dispute.
- k. Any Registrant whose intention is to licence use of a Domain Name to a third party is nonetheless the Registrant of record and is responsible for complying with this Schedule. A Registrant licensing use of a registered Domain Name according to this provision shall accept liability for harm caused by wrongful use of the registration.
- l. Where a .uk NDO Plus Domain Name has been provided to you as part of a bundled service, the Domain Name is registered in the name of NDO Limited (a Register 365 company) and you are renting it from us. Our charge which is payable if you wish to buy the Domain Name or transfer it to another service provider, will be found at <https://www.register365.com/info/company/price-list>.
- m. Where your associated services have been provided to you on a Domain Name ending in demon.co.uk, use of this domain name is licensed from a third party as a sub-domain, and as such is not available for standard purchase. Register 365 has no control over the availability and administration of these Domain Names and we will notify you of any change to the party sub-domain license terms with a minimum of thirty (30) days' notice. If the sub-domain is no longer available under license, we will offer You a suitable alternative standard Domain Name at no extra cost. You will remain responsible for updating any Services associated with the change in Domain Name.
- n. You agree that we may, at any time and without notice, change the domain name Registrar or other supplier with which/whom we manage your domain name(s). To do so may require us to perform a "Registrar Transfer". In which case, you authorise us to act on your behalf in this regard and transfer the Domain Name(s) to our chosen supplier. You agree that should any transfer authorisation emails be required, this will be dealt with by us as the authorised Administrative Contact for the Domain Name(s). We will endeavour to perform such transfers in a transparent manner, with no service disruption or the loss of any domain management facilities previously available to you. You acknowledge that by us performing a Registrar Transfer, the Domain Name(s) may be blocked from transferring to any other domain name registrar for a period of sixty (60) days' from the date the transfer is completed.

- o. Where a domain is transferred to us, it is your responsibility to ensure you have an account with us and you have followed our transfer-in process in order for us to be able to accept and complete the domain transfer on your behalf. We cannot be held responsible for any Domain Name(s) that is/are rejected when you have not completed the transfer in process through your account with us. If at any time the Domain Name needs to be removed from the account created and placed in another account with us (i.e. a reseller's account) then we will require authorisation from the legal registrant for the Domain Name for this to occur.
- p. On receipt of a transfer-out request, we will use our reasonable endeavours to process the transfer request, but will not be responsible for any delay in effecting such transfer due to acts or omissions of your current provider or new provider (as applicable) or the Registry/Registrar. If you require us to effect a change of Registrant, we will advise you of the procedure and cost.
- q. When requesting the transfer of a gTLD Domain Name to our management, you also acknowledge that:
  - i. The Domain Name has been unlocked (if applicable) and the current provider is aware of, and willing to approve, the outbound transfer.
  - ii. Submission of a Domain Name transfer request to us does not guarantee that the transfer will be successful.
  - iii. Until such time as you receive a transfer completion notice issued by us, management of the Domain Name(s) being transferred remains your sole responsibility. This includes meeting renewal deadlines and paying any amounts owed to the existing provider.
  - iv. The transfer fee is valid for 60 days. If, after 60 days, we have been unable to transfer the domain name, the transfer fee will become payable again if you wish the transfer to continue.

### 3. Change Registrant Procedure (gTLD domains managed by ICANN)

- a. You acknowledge and accept that any variation regarding the name, surname, Organisation/Company and/or the email address of the Registrant of a gTLD domain managed by ICANN, will be subject to the procedure outlined below, in observance of the provisions of the relative ICANN policy ("Policy").
  - i. Definitions specific to section 3:

**"Change of Registrant"** refers to a Material Change to the following data: Registrant name; Registrant Organisation; Registrant email; Administration Contacts, if there is no email address of the Registrant;

**"Designated Agent"** refers to the party authorised by the Current Registrant and the New Registrant for completing the Change of Registrant procedure and authorisation to proceed with the Change of Registrant on their behalf.

**"Material Change"** refers to a change that is not a mere typographical correction to a name surname, organisation or any change to the email address;

“**Current Registrant**” refers to the entity or person who registered the Domain Name at the time of the request for Change of Registrant.

“**New Registrant**” refers to the entity or person to whom the Current Registrant requests to transfer ownership of the Domain Name.

“**Transfer Lock Period**” refers to the period of sixty (60) days as of the date of completion of the Change of Registrant procedure, during which the domain may not be transferred to another Registrar.

ii. Procedure:

Register 365, for Change of Registrant requests, will receive authorisation to proceed from the Designated Agent appointed by the current and new Registrant. The Designated Agent of the New Registrant undertakes to ensure acceptance by the latter of our [Terms and Conditions](#). The Designated Agent of the Current Registrant, releasing us from all relative liability, confirms to have informed the Current Registrant of the fact that if the latter intends to transfer the domain to another Registrar, this operation must be completed before the Change of Registrant in order to avoid the Transfer Lock Period. We will send a notification email to confirm the Change of Registrant, both to the New Registrant and the Current Registrant, within one (1) working day from the date of completion of the Change of Registrant procedure, specifying the domains subject to the Change of Registrant request and a contact address for possible clarifications.

4. Pre-order of gTLD Domain Names

We cannot guarantee pre-registration rights will be assigned until the registration process is complete. In the event that the application is not successful, we will refund the pre-registration fee to applicant. Should a non-refundable Registry application fee be applicable, this will be clearly stated at point of purchase.

5. Charges and Payment

- a. The disbursements and our charges represent the initial costs for the registration of a Domain Name and you acknowledge that continued use of a Domain Name may expose you to additional charges payable to the local Domain Name Registry/Registrar, for example on renewal. You are liable for any such charges. The charges and disbursements charged to you will remain fixed for the initial term of the Contract (such as twelve (12) months or twenty-four (24) months as applicable or notified to you). You will be given at least four (4) weeks' notice of changes for the renewal term.

6. Duration and Renewal

- a. It is your sole responsibility to ensure that all of your registered Domain Names are renewed prior to their expiration dates. Once the Domain Name expires, all associated services will be deactivated (hosting, email etc.) and it will be removed from your account. You can still contact us to confirm after this point whether the domain name is available to renew. You accept and recognise that once a Domain Name expires, you lose all rights on it.
  - i. gTLDs renewed after the expiration date that have entered into the renewal status RGP are subject to additional fees from the Registry. The status of your Domain Name can be checked by doing a WHOIS lookup. You accept that we may place the domain name under the

RGP status shortly after the Expiration Period. In such cases, you will have the possibility to renew the Domain Name by paying all the applicable fees and any past-due renewal fees. If the Domain Name is not renewed by you during the RGP, the Domain Name will be deleted at the Registry and can be registered by anyone;

- ii. During the expiration period we may publish courtesy pages containing advertisements on your Domain Name. You accept and recognise that you will not be provided with any kind of remuneration in relation with the courtesy pages.
- b. A Domain Name, once registered, will fall due for renewal at the date specified by the Registry, this may not be in line with the initial registration date. It is your responsibility to monitor the renewal dates of your Domain Names and ensure we receive payment by the date it is due. You may advise us through one of our representatives or via your [Online Control Panel](#) that you do not wish us to send you reminders of renewal dates in which case we shall have no liability to you if you fail to renew.
  - c. Unless you have notified us that you do not wish us to send you reminders of renewal date our sole obligation in relation to the renewal of Domain Names is to issue one reminder to you at your last notified email address about the renewal date of the relevant Domain Name. This obligation will lapse if your registration of the domain name lapses or terminates for any reason. We will not be liable in respect of the non-renewal of a Domain Name if, having sent you a renewal notice, we do not receive notice of renewal and the applicable payment, or if you fail to notify us of a change of contact details.
  - d. At the end of the expiration period, you formally accept that we reserve the right, at our own discretion, to either:
    - i. Transfer the property of the expired domain to its own name or to the name of any of our group companies and to renew the domain to its own name. You hereby accept that we or a company in our Group will then become the Registrant of such domain name and have all the corresponding rights. Only in that case, will you have the possibility to get the domain name back up to ninety (90) days after the expiry date of the domain name, by paying all the applicable fees. We will then transfer the property of the domain back to you. After the end of the ninety (90) day period, if you don't exercise the rights under this provision, you will be deemed to have abandoned the Domain Name services, and to relinquish all interests and use of the Domain Name services; or
    - ii. Renew the expired domain name at our costs, keeping the Registrant data unchanged, and following your express approval. In such case, all the Services associated to the Domain Name will be deactivated (Hosting, Email etc.) and a courtesy page containing advertisements will appear. You accept and recognise that you will not be provided any kind of remuneration in relation with the courtesy pages. You will remain the registrant of the Domain Name, and you will be able to get the Domain Name back and recreate the associated services by

ordering the Domain Name and the services at the price and under the contractual conditions applicable at the time of your orders; or

- iii. To delete the domain at the Registry. In such cases, the domain will be released and can be registered by anyone. We decline any and all liability in case the domain name is registered by any third-party. You remain solely responsible for the non-renewal of the domain name before the expiry date and for any consequences that may arise.
- e. You formally accept that it is our exclusive decision to opt for one or another of the options listed above. You have no right whatsoever on such options and waives any right of contestation or claim in that respect.
  - i. For ccTLDs, the domain name expiration process will follow the relevant Registry regulations and processes. You accept and recognise that once a ccTLD expires, you lose all rights on the Domain Name.

#### 7. Third Party Terms

- a. Due to the nature of Domain Names, various third parties such as Registries and governing bodies such as ICANN may impose their own terms and conditions. The directory of where to find the applicable Registry rules and regulations governing the domain name you have purchased is available online here: <https://www.iana.org/domains/root/db>.
- b. You acknowledge that you may also be bound by additional third party terms depending on the type of domain registration you have ordered. All relevant third party terms in relation to the registration of your Domain Name form part of this Schedule, you agree to be bound by them as well as these terms included herein. In the event that this Agreement, or Schedule is inconsistent with any provision of the third party terms, the third party terms will prevail.

#### 8. Indemnity

- a. You will indemnify us against all costs, claims, damages and losses incurred by us as a result of:
  - i. any claims that any of the Domain Names infringe the intellectual property rights or any other rights of any third party;
  - ii. any errors in any information provided by you in relation to any Domain Name transfers or registrations; and
  - iii. any act or omission by us in reliance on any information provided by you.

#### 9. Limitation of Liability

- a. We, and our affiliates and service providers, shall not be liable for any indirect, special, incidental, consequential or exemplary damages arising from your use of, inability to use, or reliance upon a Domain Name. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if we, or our affiliates and services providers, knew or should have known of the possibility of such damages. Because some jurisdictions do not allow the



exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions the Registrars' liability, and the liability of the Registrars' affiliates and service providers, shall be limited. Please refer to our Terms and Conditions which set out our liability to you.

#### 10. Disputes

- a. If we become aware of any dispute with any other person or business or organisation regarding any of your Domain Name(s), we may, at our sole discretion, and without notice or liability to you, cease any further use or service of such Domain Names including, without limitation, deleting or suspending them from our computer systems, and/or making appropriate representations or providing information to any relevant authority or interested party.
- b. For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) and Uniform Rapid Suspension System (URS) has been developed by ICANN and adopted by all accredited Registrars. All domains subject to this Schedule are governed by this UDRP and URS. You hereby agree that all disputes on the rights to such domains, especially arising out of trademarks, names or other intellectual property rights, shall be governed by the UDRP which can be found at <https://www.icann.org/resources/pages/help/dndr/udrp-en> and URS which can be found at <https://www.icann.org/resources/pages/urs-2014-01-09-en>.
- c. ICANN reserves the right to modify the UDRP and URS at any time. We as contracted party shall implement any such revision speedily and these will become binding upon you. Any revised version will be posted at: <https://www.icann.org/resources/pages/dndr-2012-02-25-en>.
- d. ccTLD Registries may not use the UDRP or URS process to resolve domain disputes as they may have developed their own processes. The directory of where to find the applicable Registry dispute resolution rules and regulations governing the Domain Name you have purchased is available online here: <https://www.iana.org/domains/root/db>.

#### 11. Interpretation

- a. If there is any conflict between our Terms and Conditions and the terms and conditions of the Registry/Registrar, the terms and conditions of the Registry/Registrar will take precedence.

#### 12. Malware Scans

- a. "Malware" means any programming (code, scripts, active content, or other computer instruction or set of computer instructions) designed, or is intended, to (i) block access to, prevent the use or accessibility of, or alter, destroy or inhibit the use of, a computer, computer program, computer operations, computer services or computer network, by authorised users; (ii) adversely affect, interrupt or disable the operation, security, or integrity of a computer, computer program, computer operations, computer services or computer network; (iii) falsely purport to perform a useful function but which actually perform a destructive or harmful function or perform no useful function but consume significant computer, telecommunications or memory resources; (iv)

gain unauthorised access to or use of a computer, computer program, computer operations, computer services or computer network; (v) alter, damage, destroy, monitor, collect or transmit information within a computer, computer program, computer operations, computer services or computer network without the authorisation of the owner of the information; (vi) usurp the normal operation of a computer, computer program, computer operations, computer services or computer network; or (vii) other abusive behaviour. Malware includes, without limitation, various forms of crimeware, dialers, disabling devices, dishonest adware, hijackware, scareware, slag code (logic bombs), rootkits, spyware, Trojan horses, viruses, web bugs, and worms.

- b. Registrants and Customers hereby formally agree to the following:
- i. Permit in its unlimited and sole discretion, scans or other views of websites for the purpose of detecting Malware or as necessary to protect the integrity, security or stability of the systems ("Malware Scans");
  - ii. Ensure all communications with us, the Registry, any other Registry operated under an agreement with ICANN, or any ICANN-accredited registrar and all software, systems, or hardware used, shall be free of Malware. In the event any such Malware is introduced, Registrants and Customers will employ all necessary measures to eradicate the Malware and reduce the effects of the Malware at Registrant's / Customer's sole cost and expense, the Registrant and Customer recognise and accept that we reserve the right to take all necessary action to eradicate the Malware;
  - iii. Hereby grant the Registry all necessary licenses and consents and obtain such licenses and consents from all holders of rights in all websites, to permit the Registry or its agent(s) to (a) perform, in Registry's unlimited and sole discretion, Malware Scans; (b) collect, store, and process data gathered as a result of such Malware Scans; (c) disclose the results of such Malware Scan (including all data therefrom) to the Registrar or its agents or designees; and (d) use the results of such Malware Scan (including all data therefrom) in connection with protecting the integrity, security or stability of the Registry systems and the Registry; and
  - iv. Agree that the results of any Malware Scan identifying Malware or potential Malware shall not be deemed to be confidential or proprietary information of Registrar, Registrant, Customer or other rights-holder.
- c. We disclaim any and all warranties, representations or covenants that such Malware Scan will detect any and all Malware or that we are responsible for notifying the Registrar, you or any other person or entity of any Malware or cleaning any Malware from any systems. Registrants and Customers shall indemnify, defend and hold harmless the Registry and its affiliates, suppliers, vendors and subcontractors, and ccTLD Registry operators providing services with respect to the Domain Name, and their respective employees, directors, officers, representatives, agents and assigns ("Registry Affected Parties") from

and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any Malware Scan, the failure to conduct a Malware Scan, the failure to detect any Malware, or the use of any data from Malware Scans. Registrant and Customer will not enter into any settlement or compromise of any such indemnifiable claim without the Registry Affected Party's prior written consent.

### 13. Domain Privacy Service

This Domain Privacy Service is offered as an optional and supplemental service for individual registrations of Domain Names and is available for new and existing Domain Names. You shall retain full control and ownership over and remain the legally responsible owner of the Domain Name. You will also retain full liability for the registration and use of the Domain Name and agree to release, defend, fully indemnify and hold harmless the Domain Privacy Service Provider, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees from and against any and all claims, demands, liabilities, losses, damages or costs, arising out of or related in any way to the Domain Privacy Service provided and your use of your Domain Name registration. You also agree to continue to be bound by the relevant TLD Registry policies for the Domain Name owned by you.

The following terms and conditions will apply if you subscribe to the Domain Privacy Service:

- a. The Domain Privacy Service
  - i. When you subscribe a Domain Name to our Privacy Service you designate that we will thereafter be shown as the Registrant of the Domain Name for the purposes of the WHOIS Directory where such details are accessible by the public.
  - ii. Subject to Clause 13.d, for each Domain Name you subscribe to the Privacy Service, we shall keep your name, postal address, email address, phone and fax numbers confidential.
  - iii. When you subscribe to the Privacy Service, the following information will be publicly available in the WHOIS Directory for the Domain Name: Our name, postal address, email, telephone number and fax number (where applicable);
- b. You will retain the full benefits of the Domain Name and may cancel the Privacy Service for each Domain Name at any time. Your details may show in the WHOIS.
- c. Your Obligations

You agree and acknowledge that in relation to each Domain Name you subscribe to the Privacy Service:

  - i. You will provide and update accurate and current contact details at all times of: the email address, postal address, phone and fax numbers for the Domain Name(s);

- ii. You will respond within five (5) days to any inquiries made by us to determine the validity of any information provided to us by you; and respond promptly within seven (7) days to correspondence we receive that is either addressed to or involves a Domain Name.
- d. Suspension and Termination of Privacy Service  
You acknowledge and agree that we have the absolute right, in our sole discretion and without any liability to you whatsoever, to suspend or cancel the Privacy Service for each subscribed Domain Name, which may result in all your applicable information then showing in the WHOIS, in certain circumstances, including but not limited to the following:
  - i. when required by law, governmental rules or requirements, governmental authorities or a court order; or
  - ii. when we believe in good faith that such action is required by law; or
  - iii. in compliance with a legal process served upon us; or
  - iv. in order to comply with ICANN and/or applicable Registry rules, policies or procedures; or
  - v. to resolve any and all third party claims, whether threatened or made, arising out of your use of a Domain Name; or
  - vi. if we believe that you are using the Privacy Service to conceal involvement in illegal, illicit, morally objectionable or harmful activities; or
  - vii. to protect the integrity and stability of the applicable Domain Name Registry; or
  - viii. to comply with any Dispute Resolution Policy; or
  - ix. to avoid any financial loss or legal liability (civil or criminal) on the part of us, our parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees; or
  - x. if the Domain Name we register on your behalf violates or infringes a third party's trademark, trade name or other legal rights.
  - xi. You further acknowledge and agree that in the event that we receive a formal complaint, notice of claim in relation to legal proceedings or in relation to a Dispute Resolution Policy, the subject matter of which is a Domain Name or which relates to your use of the Services, we have the right to suspend the Privacy Service and your identity will be revealed as Registrant until and subject to the resolution of such matter.
- e. Refund in Event of Cancellation
  - i. We will not provide a refund in the event that we exercise any of our rights set out in Clause 13.d or you elect to cancel our Privacy Service for any reason.
- f. Communications Forwarding  
You agree and acknowledge that:

- i. We will forward to you communications relevant to any or all of the circumstances set out in this Clause 13 addressed to your Domain Name that are received by us by email, postal mail or fax.
- ii. The importance of clause 13.c, in allowing us to fulfil our obligations to you in this clause.
- iii. Subject to clause ii above, we will not forward to you any other communications (whether delivered through email, postal mail or fax) and you further authorise us to either discard all such communications or return all such communications to sender unopened.
- iv. You agree to waive any and all claims arising from your failure to receive communications directed to your Domain Name but not forwarded to you by us.
- v. We reserve the right to pass on to you the reasonable costs we may incur for administrative tasks outside of the scope of our Privacy Service. Such tasks include, but are not limited to, customer service issues that cannot be handled by email and disputes requiring legal services.

## SCHEDULE B

Terms and Conditions for the provision of Email Services and WebMail Services.

1. Mailbox
  - a. Each mailbox has a storage quota. This may be by reference to the number of emails held, the size of attachments, or other methods we may specify. This is in place to protect your account and other accounts from potentially large volumes of email sent to a single address that could materially affect the email system server. Additional storage can be purchased through your Online Control Panel. It is your responsibility to ensure that your mailbox does not reach its allocated level. We will not be liable for any email lost due to full mailboxes. You can check your mailbox capacity from your Online Control Panel.
  - b. We may occasionally need to change these limits either for operational reasons, or because we reasonably believe you have not been using the services in accordance with our Acceptable Use Policy. If we do so, we will endeavour to give you twenty-one (21) days advance notice of the new limits by email and after that notice expires we may refuse to accept material and/or remove materials which exceed the relevant limits. Your emails will be stored on our clustered mail services until they are removed from our server.
  - c. In the event that you exceed your quota then we reserve the right, by written notice to request that you upgrade to an Email or Web Hosting product with a high quota or, where the maximum quota allowable has been reached, to delete the content in excess of the quota. You are required to manage and

effectively remedy any issues with your email through the [Online Control Panel](#) within seven (7) working days of our written request.

- d. We reserve the right to suspend your services if the request made in Clause 1(c) above is not actioned.
  - e. It is your responsibility to keep your password confidential and to change the password on a regular basis. We will not be liable for any data losses or security issues due to stolen or insecure passwords.
2. Service availability
- a. We monitor the mail platform as a whole but do not monitor individual mailboxes. The server uses SMTP ("**Simple Mail Transfer Protocol**"), a "store and forward" email protocol, to receive incoming and deliver outbound messages. By default, the mail platform attempts to deliver messages on a regular basis. If delivery is not achieved within twelve (12) hours, a delay notification is emailed to the sender. If delivery is not achieved within four (4) days, the message is returned to the sender.
  - b. We may limit or deny access to the services and our Email and Web Hosting systems in the event that, in our sole judgement, such action is required to prevent damage to our or our third party provider's networks (including but not limited to software and stored data) or to ensure the integrity or security of the network.
3. Storage Capacity
- a. Each account is allotted an aggregated storage capacity initially equal to the total storage capacity of all the mailboxes of that account.
4. Security
- a. We try to ensure mailbox security and integrity of data at all times. However, despite our efforts, problems may occasionally arise. Where a problem does arise with a specific mailbox, it is your responsibility to inform us of this via your [Online Control Panel](#) or by contacting our Customer Care team. We will use reasonable efforts to resolve the problem. However, we do not guarantee that we can restore any lost or corrupted data and we will have no liability for the loss or corruption of any data. It is your responsibility to ensure that you back up your data as necessary for you.
  - b. We provide anti-virus and anti-spam services for incoming email. This service can be enabled and configured via the [Online Control Panel](#). While we do our best to remove all viruses and spam, we cannot guarantee that we will catch them all nor that no virus will reach your computer. We also cannot guarantee that non-spam messages will never be marked as spam.
5. Ownership of data and indemnity
- a. All data created or stored by you within our applications and servers is your property.
  - b. We will allow access to such data only by our authorised personnel.

- c. You will indemnify us and keep us indemnified against any claim, loss or damage in respect of any web server content, email content or any other data contained within your server space or within applications on our servers.
6. Use of email account
  - a. If we identify a mailbox or Domain Name that is transmitting illegal, offensive, abusive, derogatory, defamatory, obscene or infected content, or for the purposes of sending bulk or unsolicited emails, or being used contrary to our Acceptable Use Policy, or otherwise causing problems, we will either remove the offending mailboxes or change their settings to resolve the issue. In certain cases we will, at our discretion, disable email or suspend all services to the domain as appropriate.
7. Use of free email accounts offered with the registration package of certain domains
  - a. By activating the free email account, if offered, with the domain registration package, you confirm and accept that the contents of the POP3 mailbox provided as part of this free email account shall be your property and at all times your sole responsibility (including, but not limited to, taking appropriate technical and security measures, running virus software and making backups to protect such contents) in accordance with this Schedule.
  - b. Following the expiration of, or the transfer away from us, of the domain associated with this free email account (or following the termination of any agreement we have with you in relation to it), we reserve the right to: (i) immediately delete the contents of any mailbox; and (ii) withdraw any additional products, associated with this domain.
8. Termination
  - a. On termination for any reason, we will cease providing the services and your mailboxes will be deleted.
  - b. If the termination is during the minimum term you will be liable to pay us the charges that would have arisen from the date of termination till the expiry of the minimum term.
9. Remedies and Limitations
  - a. Our total liability in relation to the Email and Web Hosting services whether, in respect of any breach of this Schedule, negligence, any act or omission on our part, whether intentional or otherwise, shall be limited to the total fees paid by you to us in the twelve (12) months preceding the event giving rise to liability for the Email and Web Hosting services.
  - b. We accept no responsibility for any delay, lack of connection, slow connection, loss of data, loss of usability, or any similar or related issues due to, but not limited to any of the following: (i) the active or passive negligence, of us, you or any third party; (ii) downtime due to scheduled or emergency maintenance; (iii) an upgrade, downgrade or alteration to the services; (iv) any hard failure (including issues caused by other users on the hardware); (v) your systems incompatibility with the services; or (vi) your error.

## SCHEDULE C

### Terms and Conditions for the provision of Web Hosting services

#### 1. Services

- a. We aim to set up Website Hosting within twenty (20) minutes of receiving your order and will send you an email to advise you of your user name, password and other information to the email address supplied at the time of order.
- b. You acknowledge that unless otherwise agreed in writing with us, any set up time ("delivery date") we give to you is a guideline only and we do not guarantee that it will be met.
- c. If you reasonably believe that the service delivered to you on the actual delivery date does not meet the specifications, you must notify us of this within ten (10) working days of the delivery, and we will then use all reasonable endeavours to resolve the issue within ten (10) working days. "Working Day" shall mean a day falling on a Monday to Friday which is not a bank or public holiday.
- d. If you do not notify us of any failure within ten (10) Working Days of delivery or, where we have carried out remedial work pursuant to this Schedule C, within ten (10) Working Days of us completing that remedial work (as notified to you by us), you will be deemed to have accepted the service as delivered.
- e. We reserve the right to amend the service, at any time, provided that this amendment does not materially detrimentally affect the service.
- f. We may occasionally impose limits on your storage space or data activity if we impose any limits, we will give you twenty-four (24) hours advance notice of any limits by email.
- g. You hereby acknowledge that you will never physically access the servers and platforms and you will not be provided with any equipment or device.
- h. Where your Web Hosting service also contains email services, please refer to Schedule B. If there is a conflict between this Schedule C and Schedule B, this Schedule C will apply.

#### 2. Charges

- a. You are responsible for ensuring that your bandwidth does not exceed the allowances set as part of your package/service.
- b. If your bandwidth either exceeds the allowance set as part of your package/service or reaches the point where it has an adverse effect on other customers we reserve the right to:
  - i. Disable your site, without prior notice, until you can reduce your bandwidth usage; or
  - ii. Charge you for excess bandwidth usage, over and above your package allowance, as published by us from time to time.



### 3. Storage Capacity

- a. Each package/service is allotted an aggregated storage capacity initially equal to the total storage capacity of all the mailboxes of that account and website files.
- b. You hereby accept that the sole purpose of the Web Hosting service is the hosting of website files on our servers and platforms. You acknowledge that it is strictly forbidden to use the storage capacity allotted for any other purpose, such as, but not limited to, for the storage, backup, or archive of electronic files, documents, log files etc. We reserve the right to suspend the services and/or to cancel the Contract in such case.
- c. Whilst with some Web Hosting services we offer unlimited storage and we do not limit the amount of storage your site can use, this still needs to comply with Acceptable Use Policy. Should your storage usage present a risk to the stability, performance or uplift of our servers or have an adverse effect on other customers we will notify you via email and you may be required to upgrade to a Virtual Private Server or Dedicated Server or we may restrict the resources your website is using.

### 4. Security

- a. We try to ensure server security and integrity of data at all times. However, despite our efforts, issues may occasionally arise which are beyond our reasonable control. Where an issue does arise with a specific service, we will use all reasonable efforts to resolve the problem. However, we do not guarantee that we can restore any lost or corrupted data and we will have no liability for the loss or corruption of any data. It is your responsibility to ensure that you back up your data as necessary for you.
- b. We scan all files on upload via FTP. While we do our best to block infected files, we cannot guarantee that we will prevent all infected files from being uploaded. We cannot be held liable for any virus infections caused by visits to your site.

### 5. Your obligations

- a. You must notify us if you become aware of any unauthorised use of all or any part of the Website Hosting.
- b. You will maintain and keep confidential all user names and passwords and not disclose them to any unauthorised party. If you have any reason to believe that any such confidential information has become known to an unauthorised party, you should inform us immediately by contacting our Customer Care team.
- c. You undertake to allow us access at all reasonable times to perform maintenance or other actions necessary to ensure continued access to the Internet.
- d. You will be liable for all activities or charges and associated costs resulting from use of the service whether or not authorised by you and you acknowledge that we will not be liable for any loss of data or confidential information or other damage arising from such use.

- e. You represent that you have sufficient technical knowledge to enable you to make use of the service. You also represent that you know the nature of shared hosting and notably that the servers and platforms are shared with other customers.
- f. Failure to comply with any of your obligations as set forth herein or any use of the Web Hosting services for illegal purposes or if the use of the services by you or by any party harms or affects the servers, platforms, quality of service or networks of Register 365, other customers or third parties, we reserve the right to suspend the services, even without prior notification, and possibly cancel the contract. You remain solely responsible for the suspension and/or the cancellation of the services and for any direct and indirect consequences that may arise. You formally accept that no refund, voucher, or any other type of compensation will be issued in case of suspension and/or cancellation.

#### 6. Liability

- a. You acknowledge that you have sole responsibility and liability for the design and maintenance of the website and for ensuring that it does not infringe the intellectual property or other rights of any third party and is not illegal. You are responsible for securing your website and for making sure your files, scripts and any other elements are up-to-date, safe and secure at all times.
- b. You acknowledge that we have no control over any content placed on your website (either by yourself or by website visitors) and that we do not purport to monitor your website content or software. Without prejudice to our rights of termination in the [Terms and Conditions](#), we retain the right without liability of any kind, but shall not under any circumstances be obliged, to immediately and without prior notice to you, remove content or software from your website, or suspend the service, where we become aware or reasonably suspect that such content or software constitutes illegal (including defamatory) material, infringes the intellectual property, or other rights, of any third party, or is in breach of our [Acceptable Use Policy](#).
- c. We do not guarantee the proper delivery of any email message or other data once it has left the confines of our network, and similarly we do not guarantee that data traffic will be delivered or that its contents will be held secure once it passes out of our control.
- d. Where we supply third party equipment, software or applications, our responsibilities are limited to the level of warranty provided by the third party.

## SCHEDULE D

Terms and Conditions relating to our HyperSubmit Service ("the Service")

The Service is provided by a third party company, Bpath, and branded by us as HyperSubmit. This Schedule relates to the sale and provision of the Service.

### 1. Service

- a. A description of the packages and services we offer can be found in the HyperSubmit administration panel accessed through our Online Control Panel.
  - b. We cannot, and do not, guarantee the position and/or the volume of traffic to your website once your URL (website) is submitted to any search engines by Bpath.
  - c. Support for the Service is provided entirely by Bpath.
  - d. Requirements for Service.
  - e. The Service must be used in respect of a registered domain name.
2. Activation of Service
    - a. In order to activate the Service you need to log into your Online Control Panel with us and follow the instructions supplied under Search Engine Tools.
3. Duration
    - a. The Contract for the provision of the Service is for a fixed period of one year from payment of the Service and will continue unless terminated in accordance with Clause 5 below.
4. Charges
    - a. We require payment in advance for the purchase and renewal of the Service.
5. Termination
    - a. The Service may be terminated by you at any time on giving written notice to us, or will be deemed to have been terminated by you through non-payment of the renewal due on the expiry date of the Service.
    - b. We shall be entitled to terminate the Service immediately on serving written notice if:
      - i. Our third party provider is unable to provide the Service or becomes bankrupt or has a receiver or administrator appointed over all or any part of their assets
      - ii. It becomes unlawful for us to provide the Service
    - c. Please refer to our Refund Policy.

## SCHEDULE E

Terms and conditions relating to our SiteMaker Service ("the Service")

The Service is provided by a third party company, SiteMaker Software Limited, and branded by us as "SiteMaker".

### 1. Definitions

In this Schedule:

- a. "**Brand Features**" means all trademarks, service marks, logos and other distinctive brand features.
  - b. "**Links**" means button pointer graphic text (including our Brand Features) incorporated within your site, which permit users to navigate directly to our site.
  - c. "**Product**" means any item offered for sale through our site.
  - d. "**Site**" means either your World Wide Web site or one belonging to us.
  - e. "**User**" means a visitor referred to our Site through the Links on your Site.
2. Service
- a. First Line Technical Support for the Service is provided by Register 365.
  - b. The Service is not available to customers with a Web Hosting service on their domain.
3. Activation of Service
- a. In order to activate the Service, you need to login to your Online Control Panel with us and follow the instructions supplied under SiteMaker.
4. Charges
- a. We require payment in advance for the purchase and renewal of the Service.
5. Termination
- a. The Service may be terminated by you at any time on giving thirty (30) days written notice to us, or will be deemed to have been terminated by you through non-payment of the renewal due on the expiry date of the Service. Please note that should you terminate the Service your Site(s) and all its contents will be deleted. Please note that deleting your Site(s) does not terminate your contract, you need to explicitly cancel the subscription in writing.
  - b. Neither us nor SiteMaker can take any responsibility for additional funds charged to you unless you explicitly terminate your subscription and receive confirmation that this has taken place.
  - c. We shall be entitled to terminate the Service immediately on serving written notice if:
    - i. Our third party provider is unable to provide the Service or becomes bankrupt or has a receiver or administrator appointed over all or any part of their assets
    - ii. It becomes unlawful for us to provide the Service
  - d. Please refer to our Refund Policy.

## SCHEDULE F

Terms and conditions relating to our Ecommerce Service ("the Service")

1. Definitions

In this Schedule:

- a. "**Service**": means the provision of the Ecommerce Solution by Register 365 to the client
- b. "**Ecommerce Solution**": means the Web Hosting service offered by Register 365 allowing the Client to publish and create an online shop without advanced technical knowledge using the editor's Software
- c. "**Editor**": means ePages, owner of the Software used to provide the Ecommerce Solution
- d. "**Software**": means the program owned by the Editor and delivered by Register 365 in the Ecommerce Solution

2. Description of the Ecommerce Service

- a. We offer you several types of Ecommerce solutions allowing you to publish and edit an online shop using the Software edited by the Editor.
- b. You recognise that you acquire only a non-exclusive and non-transferrable licence to use the Ecommerce Software, valid only for the duration you have subscribed to.
- c. You officially agree to comply with the terms and conditions of use of the licence established by the Editor accessible at the following URL <https://www.epages.com/assets/pdf/en-epages-eula.pdf>.
- d. You commit not to infringe or violate the Editor's rights on the Software in any way, in particular, you commit not to copy, modify, adapt, redistribute, decompile, create derivative works, disassemble, etc. the Ecommerce Software in any way.
- e. You accept that the Ecommerce Software is not modifiable. The Editor has the exclusive right to modify the code of the Software. You accept that the Software is delivered "as is" without any warranty of any kind including, but not limited to, fitness to a particular purpose, absence of bug, etc. You accept the software is configurable and manageable only to the extent permitted by the Editor. You therefore waive all recourse against Register 365, its agents, employees, contractors, affiliates and group companies on these aspects.

3. Responsibilities of the Client

- a. You are solely responsible for the management and the configuration of your online shop. Such management and configuration will have to be done via the Online Control Panel associated to the online shop only. We assume no liability of any kind in that respect, for instance, in case of accidental deletion of the online shop by you. You acknowledge that we shall not manage the shop or the data on your behalf and will not assume any related costs.
- b. You will be able to insert certain types of computer code such as HTML, CSS, Flash animations etc. on the online shop, in the limits authorised and compatible with the Ecommerce Software, under your exclusive responsibility

and at your own expense. You remain solely responsible for any kind of malfunction, problem, bug etc. with the online shop arising from, out of or in connection with the insertion of the code.

- c. You are informed that we shall not save or backup the shops and the related data. You therefore commit to constantly backup your data (products, prices, pictures etc.) under your own responsibility and at your own expense and must be ready to republish and reconfigure the online shop at all times.
- d. You will be able to upgrade or downgrade your Ecommerce Solution under the applicable technical and financial conditions at the moment such change is ordered. You are informed that you will have to save all your data prior to completing a downgrade as such operation will lead to the complete and permanent destruction of the online shop. After the downgrade is completed, you will have to republish and reconfigure the online shop entirely. You shall therefore contact us regarding the upgrade and downgrade consequences and conditions prior to changing your Ecommerce Solution. You remain solely responsible for all the consequences of such upgrade or downgrade.
- e. You commit and agree to comply with all legal and or statutory formality, obligations and declarations etc., required for the exploitation and publication of the online shop, under your own responsibility and at your own expense. You assume no liability of any kind for any of these obligations and formalities.
- f. You formally commit and agree not to use the Service for any kind of illegal purpose and commits to respect all applicable regulations, norms and laws.
- g. Shall the use of the Service deteriorate the Internet and/or the servers and/or platforms and/or the networks of Register 365, our customers or third parties, we reserve the right to suspend the Service, without prior notification, and cancel the Contract if this is deemed necessary. You remain solely responsible for the suspension of the Service and the cancellation of the contract and all direct and indirect consequences. You formally accept and agree that no refund, no voucher and no compensation shall be issued in these circumstances.
- h. In case you fail to comply with any of the Clauses in this Schedule, we shall have the right to cancel the contract immediately, without prejudice to our right to full payment of the consideration and right to take any action for full indemnification of the damages that we might have incurred.
- i. In no event shall we accept liability for any claim, damages or other liability arising from, out of or in connection with the use of the Service.
- j. You shall indemnify us and hold harmless Register 365 and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to use of the Service.

#### 4. Maintenance of the Service

- a. We shall undertake our best efforts to keep the technical platform hosting the online shops operational. You are informed that we may run maintenance

operations on the platform when required; you acknowledge that such operations might lead to the momentary unavailability of the online shops. We shall undertake our best efforts to warn you in advance via the Online Control Panel.

- b. You remain solely responsible for any kind of malfunction, bug, incompatibility or any other problem on the online shop due to or in connection with the program code inserted by you on the shop that could occur after the maintenance operations. You are solely responsible to fix such bugs or technical problems at your own expense.
- c. You are informed that the potential technical problems on the Ecommerce Software which are discovered shall be escalated by us to the Editor. You accept that the Editor will undertake its best efforts to fix the problem in a variable period of time that may take several months, depending notably on the complexity of the issue at stake. You therefore waive all recourse against our employees, agents, contractors, affiliates and group companies in that respect.

#### 5. Term

- a. The Service is valid for the duration that you have subscribed to. At the expiry date, the online shop will automatically be cancelled and all data will be deleted. You shall therefore renew and pay for the Service before the expiry date. We assume no liability whatsoever for any loss or damages, such as, but not limited to, loss of data, loss of profit, loss of business etc., arising from or in connection with the non-renewal of the Service in due time.

#### 6. Consideration and Payment

- a. Payment procedures and fees due for the Service are indicated on our website and/or in the Online Control Panel and/or by email. You commit to comply with the payment conditions and shall pay us the required fees. The Service will be activated only when the payment is received by us.

## SCHEDULE G

Terms and Conditions relating to our Keywords Service.

The Service is provided by a third party company, Google, and branded by us as "Keywords". This Schedule relates to the sale and provision of the Service through us, in conjunction with these terms you also agree to Google Ads™ policies, which can be found online at <http://support.google.com/adwordspolicy/bin/static.py?hl=en&page=guide.cs&guide=1316546>

#### 1. Definitions

In this Schedule:

- a. "**Service**" means the provision of the Keywords Service by Register 365 to the customer.

- b. "**Keyword Campaign**" means the Keywords advertising package chosen by the customer.
- c. "**Google Network or Google Ads™**" means the Software used to provide the Keyword solution.
- d. "**Third Party Networks**" means the software of a third party to be incorporated into the Website which is identified in our quotation.
- e. "**Product**" means any item offered for sale through our Site.
- f. "**Site**" means either your World Wide Web site or one belonging to Register 365.

## 2. Description of the Keywords Service

- a. The Service allows you to promote your own website and services via keyword advertising campaigns ("Keyword Campaign") chosen by you.
- b. The Keyword Campaign can be carried out by you by purchasing pre-paid packages indicated in the commercial offer on our website. Such offers contain the detailed characteristics of the Service and the pre-established number of clicks/visits you can choose. We reserve the right to formulate personalised offers for the customers who request it.
- c. The Keyword Campaigns may be planned on the Google network ("Google Network or Google Adwords™"), or, whenever available, on third party networks ("Third Party Networks").
- d. Keyword Campaigns will be entirely managed for you by us. For that purpose, once the order is completed, you will have to communicate to us, at the correspondence email address supplied post purchase, the information required to set up the campaign. Such information includes, but is not limited to, the language of the campaign, the category of products and services promoted on the website, the geographic area, the URL, the maximum amount of clicks/daily visits and any other information relevant for defining the campaign.
- e. In addition to managing the campaigns for you, we offer a consulting service to assist you in identifying the objectives of the campaign, the keywords searched by internet users and in developing the advertising announcements. We will monitor the results of the campaign and will send periodic reports to you showing the trends of the campaigns.
- f. Once the number of clicks/visits included in the pre-paid package purchased by you is reached, the campaign will immediately end and you may purchase a new package to reactivate the campaign. The number of clicks/visits included in the packages has to be considered as "scaling down", thus they will decrease in relation to the visits on your site received from Google Network (in the case of Keyword Campaign) or from Third Party Network (in the case of Keyword Campaign and/or Display Campaign).
- g. You may request at any time reasonable modifications to the Keywords campaign underway by writing to the correspondence email address supplied post purchase, as long as such modifications do not substantially modify the initial configuration of the campaign. The modifications will then be implemented by us, within three working days or sooner.



- h. The number of clicks/visits purchased by you can be used for up to one year from the date of purchase. Therefore, you may interrupt the campaign at any time and launch it again later, but no later than a year from the date of purchase. In such cases, you accept and recognise that the residual number of clicks/visits will be permanently lost one year from the date of purchase, as detailed in the Service and responsibility conditions section below.

3. Service and Responsibility Conditions

- a. You commit to respect the present Schedule as well as, in the case of the Keyword Campaign on the Google Network, the AdWords™ policies of Google AdWords™ accessible at the following URL: <http://support.google.com/adwordspolicy/bin/static.py?hl=en&page=guide.cs&guide=1316546>, which is to be considered as an integral part of the present Schedule.
- b. We inform and you acknowledge, exonerating us from any liability in that respect, that the Service does not guarantee the insertion, the positioning or the timing of the ads that are released, nor (where applicable) the number of impressions, publications, conversions or clicks relating to the ads.
- c. You are solely responsible for the choice of the campaign's target, for the creation of the content of the advertising messages and hereby commit to indemnify us against any and all losses, actions, proceedings, costs, claims and/or demands of third parties and/or the authorities, arising from or relating to them. We reserve the right, at its entire discretion, to refuse and/or to eliminate the advertising announcements and to modify the dimensions and/or the format of the advertisements at any time in order to insure the technical specifications of the Service. All data provided by you for the purpose of the configuration of the campaign by us (for example, data relating to targeting, etc.) shall be considered as indicative and not binding for us. We do not guarantee any positioning within the networks or any results in terms of performance of the campaign. You hereby release us from any liability in that regard.
- d. We reserve the right to refuse advertising campaigns relating to (i) certain non-standard categories of products or services (ii) certain highly competitive keywords or (iii) geographic limitations that prohibit the delivery of the campaign. In such situations, we can however proceed to the delivery of the campaigns if you accept the personalised offer that may be proposed by us. In any case, we reserve the right to refuse advertising campaigns that are out of target.
- e. You strictly commit not to and not to allow third parties to:
  - i. Use the Service in a fraudulent manner, such as, but not limited to, generating fraudulent or invalid clicks or impressions on your or third parties' advertisement by means, notably and without limitations, of robots or other automatic search instruments and/or computer generated search requests and/or fraudulent use of other optimisation services and/or software;

- ii. Use automated means, sorters or other data extraction methods to have access to, start research on or, in any way, collect and use information relating to the advertisement; and
  - iii. Advertise substances, services, products or materials that are in violation of any applicable laws or regulations.
- f. In case of violation of such obligations, we reserve the right to immediately eliminate the advertising infringing this Schedule and to seek compensation for any damage that might have been incurred.
- g. We furthermore reserve the right to directly modify the elements of the campaign as they have been communicated by you in case of violation of the above mentioned editorial rules, as well as in case of inadequacy of the configuration of the campaign that is an obstacle to and/or limits the publication or the gains of the campaign itself.
- h. In such situations the modifications carried out by us will be indicated to you by email in the shortest time possible and however within the following twenty-four (24) hours of workdays. If we send the notice by post or email we will send it to the address last notified to us.
- i. We inform and you acknowledge, releasing us from all liability in the respect that the number of clicks/visits purchased by you, as set out in the Descriptions of Service above, will become non-usable by us, after a period of one (1) year starting from the date of the purchase of the last package. It is understood that in such situations, you may ask us to begin/continue a campaign by purchasing a new package.
- j. We lastly inform you that this Schedule will be terminated and with it the supply of the Service, in case the partnership allowing us to perform the campaigns on Google Network or on Third Party Networks should, for any reason, be terminated.

#### 4. Data

- a. All data, information and contents sent by you from or via the Service are and shall remain your exclusive property. You consequently assume all responsibility for said data, information and content including backups.

#### 5. Limitations of liability

- a. We will use our best efforts to deliver the Service. However, we do not guarantee the results of the campaigns and in particular the number of clicks or impressions that shall be generated by the campaign.
- b. The Service is offered "as is" and "as available" and thus we do not assume any responsibility concerning its fruition and availability, timeliness or possible cancellation.
- c. We do not assume any responsibility regarding the advertising information which shall remain your exclusive property.
- d. We commit to carry out every reasonable task in order to deliver the Service. However, we cannot be held liable in any way towards you or others for loss

of profit, lost earnings, or any other form of loss of anticipated profits or indirect and consequential damage connected with the performance of the Service.

- e. Furthermore, you accept and recognise that we cannot in any case be held liable for delays or malfunction in the provision of the Service due to events falling outside our reasonable control, such as, but not limited to, (i) acts of God; (ii) events depending on the acts of others, such as, for example, interruption or malfunction of the services of telecommunication operators and/or electric power lines; (iii) malfunction of the terminals or other systems of communication used by the Customer.

6. Duration

- a. This Schedule will be valid as long as the number of clicks/visit has not been reached and maximum one (1) year from the date of purchase.

7. Consideration and Payment

- a. Payment procedures and fees due for the Service are indicated on our website and/or in the [Online Control Panel](#) and/or by email. You commit to comply with the payment conditions and shall pay us the required fees. The Service will be activated only when the payment is received by us.

## SCHEDULE H

Dedicated, Virtual, IP Transit, Storage and Cloud Server Terms and conditions:

Important, please read - Paying for services means you establish a contract between us and that you agree to the terms set out below which govern that contract.

1. Definitions

In this Schedule:

- a. "**Agreed Service Level**" means the levels of performance and service to be provided by Register 365 to the customer;
- b. "**Equipment**" means all customer equipment installed in the Premises;
- c. "**Hardware**" means the equipment, cabling and systems provided by Register 365 in connection with the Services;
- d. "**Order Confirmation**" means the email sent to the customer's email address provided at the time of taking out the Services and which details the Services the customer has purchased;
- e. "**Party/Parties**" means Register 365 and the customer collectively;
- f. "**Premises**" means our Reading Data Centre;
- g. "**Services**" means the internet related services which are supplied by Register 365 on and subject to the Terms in these Conditions;

- h. "**Services Disruption**" means any disruption in the Services which causes a failure to meet the Service Level Agreement as a result of any failure of the Hardware, Software or Register 365 personnel who provide the Services and which does not result from any breach by the customer of these Conditions, and or a Force Majeure Event;
- i. "**Software**" means all the computer software programs provided by Register 365 in connection with the Services;
- j. "**Contract**" means a contract for the provision of the Services made between Register 365 and the customer;
- k. "**Notified Maintenance**" means essential maintenance to be carried out by Register 365 in relation to the Services, Hardware and/or Software, which has been notified to the customer at least three (3) days prior to its commencement;
- l. "**IPRs**" means any and all intellectual property rights including without limit any and all patents, design rights, database rights, copyright, know-how, moral rights, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;
- m. "**User**" means any individuals and businesses who access the Internet web site(s) hosted on the Hardware in connection with the Services;
- n. "**Working Day**" means any day which is not a Saturday, a Sunday or a bank or public holiday in England;
- o. "**SLA**" means the Service Level Agreement specifying the standard service level that we aim to deliver to you in respect of each Service as specified in our Agreement;
- p. "**Servers**" means managed and unmanaged Dedicated and Virtual Servers and Cloud Based servers.

## 2. Provision of information – your obligations

- a. You agree with us to:
  - i. provide certain true, current, complete and accurate information about you as required by the application process; and
  - ii. Maintain and update the information you provide to us from the date you enter into a contract with us.
- b. We rely on this information to send you important information and notices regarding your account and our Services.
- c. You must ensure that all information submitted is correct as we may not be able to rectify errors.
- d. On an ongoing basis you will maintain accurate contact information in the Online Control Panel. We shall not accept liability for any loss resulting from inaccurate contact information.

### 3. The Services

- a. We agree to provide our Services to you, for the exclusive use, excepting maintenance of the hardware, at the price agreed upon in the agreement. You represent and warrant that you have or have access to the knowledge and expertise necessary to configure, maintain, monitor, secure and use the Services.
- b. We may need to change the Services as a result of legislative, regulatory or other changes requiring us to do so. We will endeavour to provide you with not less than twenty-one (21) days' notice in advance of such alteration taking effect, but shall not guarantee that we will always do so.
- c. We may also need to temporarily suspend the Services without notice in order to repair, maintain, replace or improve the Services or our network, or in an emergency. If we need to do this, we will try to keep you informed and will try to keep interruptions to a minimum, but we cannot always guarantee to do so.
- d. Unless otherwise indicated the Services do not include back up of your data. You are responsible for the back-up of your own files and data, for your own internal network and all equipment that is connected to the Internet. In particular, it is your responsibility to ensure that your firewalls and anti-virus protection are kept up-to-date and are sufficient for your needs.

### 4. Administrative Access

- a. Administrative access to the Services is limited to you and your authorised agents. As a general rule, we have no access to the contents of your server. Nevertheless, we reserve the right to require, at our discretion, software and/or hardware upgrades for the purposes of maintaining security and stability of the Services provided and may require the installation of such upgrades. Standard fees for such upgrades shall be set by us from time to time.

### 5. Bandwidth Charges

- a. There shall be no charge for monthly aggregate or daily average network transfer within the allowance of the Services purchased, depending on the terms agreed upon at purchase, as measured during any thirty (30) day period. Monthly aggregate or daily average network traffic in excess of any pre-arranged allowance shall incur an additional fee set at our sole discretion. Payment of this fee will be required in order to maintain service. Network traffic shall be measured by us and may include all forms of traffic to and from the server. All fees shall be set and adjusted by us from time to time and published on our website.

### 6. Your Obligations

- a. We shall report, if appropriate, misuse or abuse of the Service by you to any regulatory authority or, in the case of criminal matters, the police.
- b. You agree not to use the Services, Hardware and or Software to do any of the following and it is expressly agreed between us and you that if there is any breach of this Clause 6 we may, without further notice to you and without

obligation to pay compensation apply service credits or refund any monies, suspend, restrict or terminate your Services if you:

- i. Upload, post or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene (illegal pornography), libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. Please note that Internet Relay Chat (IRC) services may not be run on our network. Contact us for clarification where needed;
- ii. Harm minors in any way;
- iii. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- iv. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or third party content transmitted via the Services;
- v. Upload, post or otherwise transmit any third party content that you do not have a right to transmit under law or under contractual or fiduciary relationships;
- vi. Upload, post or otherwise transmit any third party content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- vii. Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas of the Services that are designated for such purpose;
- viii. Upload, post or otherwise transmit any third party content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- ix. Use any of our servers or our Service to carry out, or assist in the carrying out of any "Denial of Service" (DoS) or "Distributed Denial of Service" (DDoS) attacks on any other website or internet service.
- x. Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals; or
- xi. Do anything that in the opinion of us is likely to bring the Service into disrepute.

## 7. Charges and Payment Methods

- a. You shall pay the price for the Services as detailed in the Order Confirmation.
- b. The price covers permitted bandwidth (agreed connection rate) as stated in the Order Confirmation. If you exceed the limits set out in the Order Confirmation, then we reserve the right to make additional charges for all usage above the permitted bandwidth at our then prevailing charge rate as

published. We will endeavour to notify you when your bandwidth use exceeds the limits agreed, however it is your responsibility to monitor the bandwidth being used from time to time using the [Online Control Panel](#).

- c. All prices quoted to you for the provision of Services by us are exclusive of any VAT for which you may be additionally liable at the applicable rate.
- d. Where the Services are purchased with a set-up fee, this fee is payable immediately.
- e. The price and all other amounts due as confirmed on the Order Confirmation shall be paid by you by the due date and in the currency as specified in our proforma invoice. Payment shall be made in full without any abatement, set off or deduction on any grounds.
- f. Payment terms for all invoices and Services must be received by the due date. Payments are made one month in advance for all Services. If you do not make payment on the due date, we will:
  - i. be entitled to charge you interest on the amount owing (both before and after judgment) on the amount unpaid at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc, such interest accruing on a daily basis from the date that payment falls due until the date that payment is made in full, and/or
  - ii. suspend the Service(s) until payment is made in full, and/or
  - iii. terminate the Contract in whole or in part and cease providing the Service(s).
- g. If you are persistently late in settling your account (defined as being placed on hold more than three (3) times during your Contract with us), we reserve the right in the event of subsequent late payments to put you on hold twenty four (24) hours after the first reminder of your account being overdue is sent.
- h. We do not offer refunds for servers and Services purchased in advance. Please refer to our website for our [Refund Policy](#).
- i. If your server is attacked (DoS) then we reserve the right to remove your server from our network without notice and without obligation to pay compensation, apply service credits or refund any monies in respect of Service downtime.
- j. Where payment is made by credit/debit card initially, you expressly authorise us to charge recurring billing as appropriate, until you give written notice otherwise to us and the credit/debit card company, or the Services are terminated.

## 8. Termination and Cancellation

- a. If you terminate the Contract during the initial subscription period as specified in the [Terms and Conditions](#) applicable to the service, or the acknowledgement of order, as the case may be, we may be entitled to charge you a cancellation fee equivalent to the subscription fee for the initial period, less any sums paid by you for that initial period. Please refer to the [Terms and Conditions](#) for more information on this.

- b. We may, at our sole discretion and without prejudice to any rights have to terminate the Contract, suspend the provision of the Service(s) immediately on sending you written notice if we are entitled to terminate the Contract, or we need to comply with an order, instruction or request of government, an emergency services organisation or other competent administrative or regulatory authority which affects our ability to provide the service, or we reasonably believe you will fail to pay any amount due under the Contract.
- c. You must inform the billing department at least ten (10) working days before your billing date if you intend to cancel.
- d. Failure to cancel in accordance with this Clause 8 will result in your account being charged for one extra month.

#### 9. Intellectual Property, Licence and Ownership

- a. All Intellectual Property Rights to the Services, hardware and/or software including without limit any Internet Protocol Addresses (IPAs) assigned to the Client are and shall remain our property. We reserve the right to change the IPAs assigned to the client at any time, however we shall endeavour to give reasonable notice of the change and shall use reasonable endeavours to reduce disruption to the Client resulting from such changes.
- b. Title to the Hardware and Software (both legal and equitable) is and shall at all times remain with us and you shall keep the Software and Hardware free of all charges, liens and encumbrances and protect it from any and all judicial process.
- c. We grant to you a non-exclusive non-transferable licence to use the Software on the Hardware and in conjunction with the Services and except as provided for in these Conditions you are not permitted to sub-licence any rights granted under the Conditions to any third party. You agree that you will not in yourself, or through a third party:
  - i. Copy the Software, except as is necessary to install on Hardware and for internal archiving purposes. In the event that you make any copies of the Software, you shall reproduce all proprietary notices on such copies;
  - ii. Reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software;
  - iii. Sell, lease, licence or sub-licence the Software or associated documentation; or
  - iv. Write or develop any derivative or other software programs based, in whole or in part, upon the Software or any confidential information.

#### 10. Limitation of Liability

- a. This Clause 10 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants, and subcontractors) to you in respect of:
  - i. any breach of the Contract;



- ii. any use made by you of the Services, or any part of them;
  - iii. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- b. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- c. Nothing in this Clause 10 limits or excludes our liability:
  - i. for death or personal injury resulting from negligence; or
  - ii. for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

#### 11. Personal Information

- a. You acknowledge and agree that details of your name, address, telephone and fax numbers together with email address(es) and assigned IP addresses may be released to the RIPE NCC to ensure that both we and you fulfil their obligations under prevailing RIPE policies and that such data may be published in whole or in part in the RIPE WHOIS database.
- b. You are responsible for the security and confidentiality of your username and password.

#### 12. Security

- a. Except with respect to issues concerning the physical security of our data centre facilities, you agree that the security of the server and all Services is solely your responsibility. It is the sole responsibility of you to maintain and update security software on the server. Under no circumstance will we be held liable for security breaches and damage caused by your failure to maintain or update the security software or to maintain adequate security protocols in the administration of the server.
- b. You agree that if the security of your server has been compromised in any way, then you will notify us immediately in writing. You shall be held fully responsible for any misuse or compromise of your server for which we are not properly notified. You agree that if any security contraventions are believed to have occurred in association with your server, we have the right to suspend access to the server pending an investigation and resolution. You also agree that we have the right to cooperate in any government or legal investigation regarding any aspect of our services, including any servers used by you. Any use of our system to engage in software piracy or other contraventions of law will result in service suspension and be immediately reported to the appropriate authorities.
- c. Without special agreement we are not obliged to undertake back-up of data. It is your obligation to back-up any data you wish to retain.

#### 13. Force Majeure

- a. 'An event of force majeure' means, in relation to either party, an event or circumstance beyond the reasonable control of that party including (without limitation) any act of God, inclement weather, failure or shortage of power

supplies, flood, drought, lightning or fire, strike, lock-out or trade dispute or labour disturbance, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet service provider, war, military operations, act of terrorism or riot, delay or failure in manufacture, production or supply by third parties of equipment or services.

- b. The party suffering the event of force majeure shall not be deemed to be in breach of this agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event of force majeure.
- c. If the event of force majeure in question prevails for a continuous period in excess of one (1) month after the date on which it began, the other party may give notice to the party suffering the event of force majeure terminating this agreement. The notice to terminate must specify the termination date, which must be not less than seven (7) clear days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice.

## SCHEDULE I

Terms and conditions relating to our CloudSite Service ("the Service")

The Service is provided by a third party company, "Basekit Platform Limited" and branded by us as "CloudSite." This Schedule along with our [Terms and Conditions](#) and [Acceptable Use Policy](#) relate to the sale and provision of the Service through us.

### 1. Definitions

In this Schedule:

- a. "**Brand Features**" means all trademarks, service marks, logos and other distinctive brand features.
- b. "**Links**" means button pointer graphic text (including our Brand Features) incorporated within your Site, which permit users to navigate directly to our Site.
- c. "**Product**" means any item offered for sale through our Site.
- d. "**Site**" means either your World Wide Web Site or one belonging to us.
- e. "**Sub-domain Name**" means a name selected to be part of your free fourteen (14) day trial.
- f. "**User**" means a visitor referred to our Site through the Links on your Site.

### 2. Service

- a. First Line Technical Support for the Service is provided by Register 365.
  - b. The Service is not available to customers with a shared hosting package on their domain.
3. Websites created and content submitted
- a. By submitting content to BaseKit for the creation of a website in BaseKit, you grant BaseKit a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the content within the BaseKit platform. This license exists only for as long as you continue to be a BaseKit customer and shall be terminated at the time your website is terminated.
  - b. You acknowledge that BaseKit does not pre-screen content, but that BaseKit shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, BaseKit shall have the right to remove any content that violates their T&Cs or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
4. Termination
- a. The Service may be terminated by you at any time on giving thirty (30) days written notice to us, or will be deemed to have been terminated by you through non-payment of the renewal due on the expiry date of the Service. Please note that should you terminate the Service your Site(s) and all its contents will be deleted. Please note that deleting your Site(s) does not terminate your contract, you need to explicitly cancel the subscription in writing.
  - b. Neither us nor Basekit can take any responsibility for additional funds charged to you unless you explicitly terminate your subscription and receive confirmation that this has taken place.
  - c. We shall be entitled to terminate the Service immediately on serving written notice if:
    - (i) Our third party provider is unable or unwilling to provide the Service or becomes bankrupt or has a receiver or administrator appointed over all or any part of their assets;  
or
    - (ii) It becomes unlawful for us to provide the Service.

## SCHEDULE J

Terms and Conditions for the provision of Office 365 Services.

Office 365 Services are provided by a third party company, Microsoft Corporation. This Schedule is accepted in conjunction with our [Terms and Conditions](#) and relates to the sale and provision of Office 365 Services through us. In conjunction with these terms you also agree to the "Online Services Use Rights" meaning the Microsoft use rights for Products which

are published at <https://www.microsoft.com/en-gb/Licensing/product-licensing/products.aspx>.

## 1. Definitions

In this Schedule:

**"Microsoft"** means the third party company providing the Products and their respective affiliates, subsidiaries and service providers.

**"Minimum Term"** means the minimum amount of time that you may purchase the Product for after the order has been accepted.

**"Online Services Use Rights"** means the usage rights set out by Microsoft who provides this service which you must agree to when using the Product.

**"Service(s)"** means Office 365 Services provided by Microsoft and available for purchase from us as listed at <https://www.names.co.uk/info/company/price-list>.

## 2. Consequences of termination

- a. On termination for any reason, we will cease providing the Services and they will be deleted.
- b. If the termination is during the Minimum Term you will be liable to pay us the charges that would have arisen from the date of termination until the expiry of the Minimum Term.
- c. If you have a monthly package you are not eligible for a refund.

## 3. Use of the Services

- a. Your use of the Services is subject to the following Terms and Conditions:
- b. You agree to the "Online Services Use Rights" meaning the Microsoft user rights for Services which are published and include but are not limited to terms governing privacy and the handling of your data.
- c. You represent and warrant that you have the necessary rights to any data, software programs or services that you use in connection with your access or use of the Services and that such activities do not infringe the intellectual property or other proprietary rights of any third party.
- d. You agree to access and use the Services:
  - i. without violating the rights of any third party or purporting to subject us or Microsoft to any other obligations to you or any third party, and
  - ii. solely in a manner that comply with all applicable laws and regulations.
- e. We will provide support to you for use of the Services and you will not receive customer support from Microsoft.
- f. This agreement is for the benefit of Microsoft and Microsoft Affiliates, licensors and suppliers, and each of the foregoing shall be entitled in its own right to require the due performance of this agreement.

- g. Availability of the Service, some of its functionality, and language versions varies by country. You may only use the Service or certain functionality of the Service, as is made available in your primary location. Information on availability is located at <https://www.microsoft.com/Licensing/servicecenter/default.aspx> at an alternate site Microsoft identifies.

4. Warranties

- a. We warrant that:
  - i. Services will perform in accordance with our Service Level Commitment.
- b. The limited warranty for Services is for the duration of your use of the Services.
- c. This limited warranty is subject to the following limitations:
  - i. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;
  - ii. this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this agreement or the Online Services User Rights, or resulting from events beyond our reasonable control;
  - iii. this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and
  - iv. this limited warranty does not apply to free, trial, pre-release or beta Services.
- d. Remedies for breach of limited warranty. If we fail to meet any of the above limited warranties and you notify us within the warranty period that Services do not meet the limited warranty, then we will provide the remedies identified in the Service Level Commitment for the affected Services. These are your only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.
- e. DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, WE AND MICROSOFT AND THEIR AFFILIATES AND ALL THIRD PARTY SERVICE PROVIDERS PROVIDE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, DISCLAIM ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

## SCHEDULE K

SiteLock Terms and Conditions

Definitions:

**"Service"**: means the provision of the SiteLock Service by Register 365 to the customer.

1. The Service is activated by you after purchase, by clicking on the purchase button on either the Register 365 website or your Online Control Panel. The Service supplied will enable you to perform safety auditing on your own website, to analyse its vulnerabilities and to remove such vulnerabilities, subject to the Service package purchased. We reserve the right to change the features of the Service and/or transfer the Service to other platforms enjoying the same or higher quality, without your prior consent at any time. Such changes will be effective immediately on posting to our website. Your use of Services after such changes have been made constitutes your acceptance of our Terms and Conditions as then revised. If you are a consumer and we change these terms to your material disadvantage, you have a right to terminate this agreement with immediate effect. The Service is provided with different solutions, each of which is defined by special technical features. Possible solutions appear up to date on our website, together with their technical differences and cost.
2. The Service is provided by SiteLock LLC, an external provider which acts as autonomous data controller, located in the U.S. and compliant with the EU-US Privacy Shield Framework. You acknowledge and agree that we act exclusively as a reseller of SiteLock LLC and that the use of the Service implies the access by SiteLock to personal data or to contents lead into the web by you (i.e. for the delivery of reports as a result of the execution of the scan). This information is processed by SiteLock as autonomous data controller. For further details please read the SiteLock Privacy Policy, by following the link:  
[https://www.sitelock.com/downloads/SiteLock\\_Privacy.pdf](https://www.sitelock.com/downloads/SiteLock_Privacy.pdf).
3. You acknowledge that you are only purchasing a non-exclusive licence, which cannot be transferred to third parties, to use the software, such licence being valid only for the duration of the agreement entered into signed by you. You engage to use the Service in compliance with the use of the Service obligations in the Terms and Conditions, and with any applicable prescription or regulation.
4. The Service is provided by us in reference to a single website chosen by you at the time of first configuration (so-called "association"). Association with a website different from the one first established will be granted only on request to the technical office and will in any case be limited to no more than three (3) times a year. Exceptions to this rule will be assessed by us on request by you. Unless there is evidence to the contrary, you undertake that you may legitimately dispose of the website associated with the Service, as the owner or in any case as a party authorised by an entitled third party.
5. By purchasing the SiteLock product, you authorise SiteLock to:
  - a. use the credentials you have set inside the SiteLock dashboard in order to deliver the Service (website scanning, automatic malware removal);
  - b. download the whole website on its own servers in order to deliver the service (website scanning, monitoring modified/added/deleted files);

- c. diagnose, solve and/or remove any malware or link to malware, change the code of the website in order to remove any identified vulnerabilities; and
    - d. contact Google, Phishtank or other malware listing authority in the name and on behalf of the Customer in order to remove the website from any blacklist on which it may appear.
6. You may not use the Service in such a way as to overload the delivery platforms of the Service. You may not use any of the IP addresses or any of the platforms through which the Service is delivered to launch any kind of attack on third party IP addresses, send unwanted internet messages to anyone, commit illegal deeds, transmit or save illegal data. Should you - intentionally or by mistake - access any information not directly addressed to you, you must notify this breach to us and delete any copy which you may possess. Throughout the extent and duration of the contract, you must, at your own liability and charge:
  - a. use the Service for legitimate purposes only. By way of example only, the following are held to be illegitimate: i) breaking ordinary law and current regulations; ii) committing or enabling criminal actions; iii) instigating violence or racism; iv) breaching intellectual property rights or other rights of third parties; v) sending unauthorised or unrequested commercial notices; vi) breaking into or computers, software or networks; vii) intercepting, downloading, copying, interfering with, damaging or expropriating any system, data or personal information; viii) damaging websites or services of the Company or of third parties; and
  - b. comply with any and every instruction which may be issued by Register 365 concerning appropriate and correct use of the Service.
7. We reserve the right to suspend the Service immediately, if - at its discretion or upon complaint by third parties - it believes that activities have been committed which break the law, imperative rules or decent behaviour of the Contract. In such case, after notice by us, you must eliminate the cause of the complaint or submit proper documentation proving full compliance with current regulations. Should you acquire the Service on behalf of third parties, you must inform such third parties concerning the reasons for suspension of the Service. We reserve the right to contact directly any third parties who are final users of the Service, should these contact us asking to have the Service restored. Should no immediate reply be received, we will have the right to cease delivering the Service without prejudice to our entitlement to full payment of the consideration due or to our right to take legal steps for full reimbursement of any damage incurred.
8. You have no control over or access to the data submitted for verification to the Service. Any liability arising from such data and contents shall fall entirely on you. It is your exclusive liability to properly preserve access credentials and take appropriate steps to prevent unauthorised access by third parties to the Service.
9. The Service will be available twenty-four (24) hours a day seven (7) days a week, except for any suspension due to upkeep work. You take note that the Service is

provided "as is", without any warranty, explicit or implicit, of operation, holding us harmless for any liability in case of malfunction or loss of data or contents due to problems with SiteLock's software or to operations carried out by SiteLock on the IT systems and/or websites chosen by you. We also shall in no case be held liable in case of malfunction of the Service due to reasons beyond its reasonable control, including by way of example only:

- a. cases of force majeure;
- b. events depending on actions by third parties such as, by way of example only, interruption or malfunction of telecommunications and/or power services;
- c. malfunction of terminals or other communications systems employed by you; and
- d. You accept and acknowledge that we will neither check nor monitor correct activation of the Service and may in no way be held liable in case of mistaken or failed activation of the Service. In any case, no liability on our part towards you due to prejudice arising from this agreement may exceed the total amount actually paid by you to us during the six (6) months immediately preceding the arising of the event which determined the above mentioned prejudice.

10. You acknowledge and accept that in some circumstances, SiteLock will carry out an analysis of the customer website using an automatic or manual system which identifies vulnerabilities of the website or of the network which:

- a. May be deemed invasive or intrusive, and include attempts by SiteLock or its agents to access - without permission - the IT Customer's system in order to make you aware of areas in which the system is vulnerable to intrusions by unauthorised third parties leading to damage or unauthorised use;
- b. May accidentally damage your system because of lack of consistency among network systems;
- c. May generate an excessive number of log messages and give rise to an excessive consumption of disk space;
- d. May cause degradation of your system due to an attempted penetration including, by way of example only, slowing down, suspension, blocking of your system, possible malfunction of your system as the result of an attempted invasion of such a system, or any other damage due to the use of invasive or intrusive techniques employed to gain access to your system.

11. You permit SiteLock to access your IT system only in order to provide the contract assessment services. You authorise SiteLock to carry out Security Audits on any device and IP specified by you. You acknowledge and accept that SiteLock shall not be held liable for any delay or damage caused by SiteLock's Services, including the Security Audits and activities Clause 2. You explicitly acknowledge that SiteLock is not bound by any obligation, contract liability or guarantee in case of loss of profit or of



data or because of any incidental, consequential or indirect damage, foreseen or foreseeable, unforeseeable or in any case due to use of the Service, within the limits set by the law. Such limitations apply to any kind of complaint or request for action, including by way of example only, any arising from availability of the Service, from access by you to third party services, contents or software and their use, as well as any other matter relating to the Service.

viii You must notify any irregularity in the Service within forty-eight (48) hours. Failure to do so will make us harmless for any liability.

12. The duration of the Service, is determined by the package purchased by you. Renewal at expiry may be automatic or manual.

- i. In case of automatic renewal and payment by credit card, the consideration will be charged in the terms provided for and at the conditions existing at the time of the renewal, as shown in the [Online Control Panel](#), directly by us to your credit card, after notice by email. Should you fail to pay such a charge, the contract will not renew automatically and must be considered to have expired upon expiry of the term. In this case, you may renew the Service by following the manual renewal procedure. In case of expiry with automatic renewal and payment using a system different from credit card, twenty (20) days before expiry, after notice by email, we will undertake the renewal and send the invoice bill to you who must pay in terms specified. The invoice and relevant payment instructions will be sent by email to your address at the time of the order. Should you fail to pay in the expected terms, we may at any time terminate delivery of the Service, without prejudice to the provisions of charges and payment terms in the Contract. In this case, any data present on the space made available with the Service will be deleted without any liability by us for preserving and/or saving such data.
- ii. In case of expiry with manual renewal, you may ask us to renew the Service for further and later periods in the terms appearing on the [Online Control Panel](#) and at the technical and economic conditions current at the time of renewal of the Service and undertaking the renewal procedure. In case of failure to renew, in the manner and terms prescribed, upon expiry the Service will cease to be delivered without need for any notice by us. In this case, any data present on the space made available with the Service will be deleted without any liability by us for preserving and/or saving such data.

## SCHEDULE L

Terms and Conditions relating to our KickStart Service. ("the Service")

The KickStart Service is provided by Register 365. The Schedule below relates to the sale and provision of the KickStart Service and in conjunction with these terms.

This Schedule along with our [Terms and Conditions](#) and [Acceptable Use Policy](#) relate to the sale and provision of the Service through us.

### 1. Definitions

In this Schedule:

- a. "**Email Account**" is the email account that will be activated and setup support provided for relating to your Services package and the domain associated with it.
- b. "**Email Activation**" is the process of supporting you to activate one mailbox where telephone support is no longer than one hour, inclusive of Email Assistance.
- c. "**Email Assistance**" relates to process of up to one (1) hour of telephone support configuring one authenticated SMTP, one email client, one device and accessing Register 365 Webmail. An additional device can be added for an additional charge.

2. The Service

- a. A description of the packages and services we offer can be found on our website <https://www.register365.com/domain-names/info/kickstart>.
- b. First Line Technical Support for the Service is provided by Register 365.
- c. The Service is not available to customers with a shared hosting package on their domain.

3. Requirements for Service

- a. The Services must be used in respect of a registered Domain Name.

4. Activation of Service

- a. In order to activate the Service you need to call our Customer Care team.

5. Email Activation

- a. We will begin your email activation process for one mailbox once you have provided us with the information that we request from you in order for us to provide the Services. Activating your email includes creating a mailbox and an email address with a username of your choice.
- b. You will be required to create a password for the email user account in your Online Control Panel to guarantee that your password remains safe. We will contact you once the email has been created and provide step by step support to help you create your email user and activate the following features:
  - i. Mailbox creation and username login settings (including username, full name, password and email settings)
  - ii. Email forwarding
  - iii. Creating email rules. Email rules are used to specify where the email sent to any email address, for your Domain Name is delivered. The destination can be the mailbox of a user for this domain (or any other hosted domain on your account), and/or an external email address. Alternatively, you can specify the destination to be a 'blackhole'. This is an address that accepts email, but immediately deletes it.
- c. Additional mailbox activations: All Domain Names come with an email package included and this KickStart package will activate one mailbox

associated to that Domain Name. Additional KickStart email activations are subject to additional KickStart Services charges.

#### 6. Email Assistance

- a. We will begin your email activation process for one (1) mailbox once you have provided us with your content, and any other materials and information that we request from you in order for us to provide the Services.
- b. We will contact you to complete the email activation process and once your email has been activated we will provide up to one (1) hour of telephone based support to assist with setup of the following:
  - i. Activation of Authenticated SMTP on your email
  - ii. One email client configuration that will enable you to send and receive emails from your chosen email client
  - iii. One device configuration that will enable you to send and receive emails from your chosen device
  - iv. Assistance to access Register 365 WebMail
- c. The Services include up to one (1) hour of telephone based support inclusive of both email Activation and Email Assistance. If after one (1) hour of telephone support you are not happy that your email has been activated and configured correctly, we will assess whether reasonable and fair guidance has been given to complete the activation process.
- d. Entirely at our discretion we reserve the right to offer additional support time to assist with activating the Services or we may choose to end the Services after one hour of telephone support. You will be responsible to pay fifty (50) percent of the charges paid for the Service for the costs associated with the one (1) hour of telephone support offered. A partial refund of 50 percent of the value paid for the Services will be refunded to you.
- e. We will charge you £4.99 for each additional device attached to your account. This price will be £19.99 where SMTP is not included.

#### 7. Duration

- a. KickStart is a one-off package.
- b. Please refer to our [Refund Policy](#).

## SCHEDULE M

Terms and conditions relating to our Build Me A Website Service ("the Service")

The following Schedule governs our agreement to provide the Service to you along with our [Terms and Conditions](#) and [Acceptable Use Policy](#) relate to the sale and provision of the Service through us. By choosing this Service you agree to be bound by this Schedule along with the Website Builder Service Terms and Conditions referenced in the Schedules and located at [www.register365.com/info/terms/business-terms#16](http://www.register365.com/info/terms/business-terms#16) or by Website Builder terms

and conditions referenced in the Schedules at [www.register365.com/info/terms/business-terms#24](http://www.register365.com/info/terms/business-terms#24).

The Service is sold by Register 365 and supplied by Register 365 under the "Build Me A Website" product.

## 1. Definitions

In this Schedule:

**"Brief"** means a brief from you to us communicating your web page requirements including but not limited to your content direction for copywriters and designers to create the Website.

**"Website"** means the Website we will create using CloudSite or CloudShop or Website Builder and will provide to you as part of the Service as outlined at <https://www.register365.com/website-builder/build-me-a-website>.

**"Your Content"** relates to the website content provided by you by submitting your Brief.

**"Amendments"** means a request for small changes to your Service web page, which may include but are not limited to content changes (i.e. logo used, spelling mistakes, changing contact details, form submission location and social link addresses)

**"Product"** means any item offered for sale through your website.

**"Site"** means either your World Wide Web Site or one belonging to us.

**"Service"** means the Build Me A Website service.

## 2. The Service

- a. A description of the packages and services we offer to create your website can be found on our website <https://www.register365.com/website-builder/build-me-a-website>.
- b. First Line Technical Support for the Service is provided by us for the duration of the website build. Once your Website has been set as live, no further content amends will be made and you will be responsible for managing and maintaining your Website by accessing it through your Online Control Panel. Once your Website is live, First Line Technical Support will be provided by us and You should contact us using the support enquiry link in your Online Control Panel and or on the telephone numbers provided on our website. First Line Technical Support from Register 365 is provided at the same level of service offered for Website Builder customers, which does not include website build support.
- c. If you wish to make substantial amends (in addition to those defined) to the content of your Website, you must purchase an additional Build Me A Website Service.

## 3. Requirements for Service

- a. The Services must be used in respect of the original Domain Name the Service was assigned to by you.

4. Activation of Service

- a. In order to activate the Service you will need to provide a suitable Brief for us to start the Website build by either completing an information questionnaire and or completing an information gathering telephone interview.
- b. If you do not respond back to the initial Brief, we will send a reminder email to you one (1) week after the Brief has been sent. We will then send you a temporary suspension email two (2) weeks after the reminder email has been sent. This email states that your Website build is on hold until we receive a formative response from you.
- c. Failure to provide a Brief and enough information to start your Site within sixty (60) days of the date of purchasing the product will result in the Service being terminated without a refund.

5. Web Page Creation

- a. We agree to build a Website selected from a template recommended by us in consultation with you and thereafter provide the website for your approval (features of the Website are limited to the options available in the Service package), within an estimated eight (8) weeks upon processing of the Product. Any dates quoted for delivery are approximate only, and the time for delivery is not of the essence. Please note we will only start building your Website once you have provided us with your Brief, and any other materials and information that we request from you in order for us to provide the Services.
- b. Once your Website is complete you will be notified by email and asked to approve the Website in a sign off email.
- c. We may not be able to fulfil the Services if we become aware or suspect that your Content constitutes illegal (including defamatory) material, infringes the intellectual property, or other rights, of any third party, or is in breach of our Acceptable Use Policy and again in these circumstances no refund will be provided by us.
- d. If you are unhappy with your Website build or wish for amendments to be made, we will consider your request for amendments and if we in our absolute discretion consider that the amendments requested are reasonable, we will undertake one round of amendments to your Website within two (2) weeks from the day of our email notifying you of completion of your Website. If you fail to request amendments within the two (2) week period from the day of the email notifying you of completion, no further amendments will be undertaken and no refunds will be given.
- e. We will notify you when your Website is ready to be published and you will be directed to the publish link located in your Online Control Panel. You are entirely responsible for publishing your Website and we are not obliged to implement further amendments once the site has been published. Once you have published your website, you will not be entitled to a refund under any circumstances.
- f. Email configuration is not included in the Service across any or multiple devices.

6. Charges

- a. We require payment in advance for the Service or any renewal of the Service.
- b. If you require additional Website features or Products not included in the Build Me A Website package as defined, you may be able to purchase additional services from a representative for an additional agreed fee above the original cost of the Service. This will be added to your order. These may include but will not be limited to, additional copywriting facilities, additional page design, inclusion of photography packages and inclusion of a more than twenty (20) Products.

7. Duration

- a. Build Me A Website is a one off package.

8. Termination

- a. We shall be entitled to terminate the Service immediately on serving written notice if:
  - i. Our third party provider is unable or unwilling to provide the Service or becomes bankrupt or has a receiver or administrator appointed over all or any part of their assets; or
  - ii. It becomes unlawful for us to provide the Service.

## SCHEDULE N

### Terms and Conditions relating to cPanel Backups

1. Definitions

In this Schedule:

- a. "**Your Content**" relates to the website content provided by you by submitting your form.
- b. "**Product**" means any item offered for sale through our Site.
- c. "**Site**" means either your World Wide Web Site or one belonging to us.
- d. "**Snapshots**" means the copy of Your Content stored at specific point in time.
- e. "**Databases**" means SQL databases associated to domain hosting on your cPanel package.

2. The Service

- a. The product works in conjunction with cPanel hosting and once purchased will allow you to have access to your backups of both Databases and your Content hosted on your website.

- b. The stored backups of both Your Content and Databases will be held for a maximum period of three (3) weeks depending on the day of the week the backups were taken.
  - c. The retention of the backups are below:
    - i. Three (3) weekly Snapshots taken every Monday
    - ii. Seven (7) daily Snapshots for the last seven (7) days
    - iii. Multiple Snapshots on the current day
  - c. Databases will be generated as an SQL dump file, created at the same time as the website content is backed up.
  - d. The Backups are solely for website content and databases using cPanel and do not include email content.
  - e. The Backups run in conjunction with cPanel hosting. If cPanel hosting is deleted the backups will not be retained and cannot be recovered.
  - f. There will be no retention of older content after the three (3) week time scale.
  - g. You will be subject to a maximum disk space and bandwidth usage according to the plan you have purchased.
  - h. We shall use reasonable commercial efforts to provide cPanel backups services on a twenty-four (24) hours per day, seven (7) days per week basis throughout the term of this Agreement.
  - i. You acknowledge and agree that from time to time the cPanel backup services may be inaccessible or inoperable for any reason, including without limitation:
    - i. Equipment malfunctions;
    - ii. Periodic maintenance procedures or repairs that we may undertake from time to time; or
    - iii. Causes beyond our control or that are not reasonable foreseeable including, but not limited to, interruption or failure of telecommunication or digital links, hostile network attacks, network congestion or other failures. Where a problem does arise with the Service, it is your responsibility to inform us of this and we will use all reasonable efforts to resolve the problem. However, we do not guarantee that we can restore any lost or corrupted data and we will have no liability for the loss or corruption of any data. It is also your responsibility to ensure that you back up your data as necessary for you.
8. Requirements for Service
- a. The Services will only run in conjunction with cPanel hosting.
9. Activation of Service
- a. Once payment is made for the service the backups will become available through the cPanel hosting area.

## SCHEDULE O

Terms and conditions relating to Apache Backups

### 1. Definitions

In this Schedule:

- a. "**Your Content**" relates to the website content provided by You by submitting Your Form.
- b. "**Product**" means any item offered for sale through our Site.
- c. "**Site**" means either your World Wide Web Site or one belonging to us.
- d. "**Snapshots**" means the copy of Your Content stored at specific point in time.
- e. "**Databases**" means SQL databases associated to domains hosted on your Apache package.

### 2. The Service

- a. The Product works in conjunction with Apache hosting and once purchased will allow you to have access to Your backups of both Databases and Your Content hosted on your website.
- b. The stored backups of Your Content will be held for a maximum period of seven (7) weeks depending on the day of the week the backups were taken.
- c. The Retention Policy of Content backups is as follows:
  - d. Seven (7) weekly Snapshots taken every Sunday
  - e. Ten (10) daily Snapshots for the last ten days
  - f. Up to three (3) Snapshots on the current day
- g. The stored backups of Your Databases will be held for a maximum period of thirty (30) days depending on the time of day the backups were taken.
- h. The Retention Policy for Databases is as follows:
  1. Up to thirty (30) daily Backups for the last thirty (30) days.
  2. Databases will be generated as an SQL dump file.
- i. The Backups are solely for website content and databases using Apache and do not include email content.
- j. The Backups run in conjunction with Apache hosting. If Apache hosting is deleted or suspended the backups will not be retained and cannot be recovered
- k. There will be no retention of older content after the seven (7) week time scale.
- l. You will be subject to a maximum disk space and bandwidth usage according to the plan you have purchased.



- m. We shall use reasonable commercial efforts to provide Apache backups services on a twenty-four (24) hours per day, seven (7) days per week basis throughout the term of this Agreement.
  - n. You acknowledge and agree that from time to time the Apache backup services may be inaccessible or inoperable for any reason, including without limitation:
    - i. Equipment malfunctions;
    - ii. Periodic maintenance procedures or repairs that we may undertake from time to time; or
    - iii. Causes beyond our control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital links, hostile network attacks, network congestion or other failures. Where a problem does arise with the Service, it is your responsibility to inform us of this and we will use all reasonable efforts to resolve the problem. However, we do not guarantee that we can restore any lost or corrupted data and we will have no liability for the loss or corruption of any data. It is also your responsibility to ensure that you back up your data as necessary for you.
3. Requirements for Service
- a. The Services will only run in conjunction with Apache hosting
4. Activation of Service
- a. Once payment is made for the service the backups will become available through the Apache hosting area.

## SCHEDULE P

Terms and conditions relating to our Website Builder Service ("the **Service**")

The Service is provided by a third party company, Duda Inc., and is referred to as the "Website Builder Platform Provider" and branded by Register 365 as "Website Builder". This Schedule along with our [Terms and Conditions](#) and [Acceptable Use Policy](#) relate to the sale and provision of the Service through us.

### 1. Definitions

In this Schedule:

- a. "**Brand Features**" means all trademarks, service marks, logos and other distinctive brand features.
- b. "**The Trial**", "**Free Trial**", "**14 Day FREE Trial**" means the free fourteen (14) day trial of the Service which may become available from time to time.
- c. "**Links**" means button pointer graphic text (including our Brand Features) incorporated within your Site, which permit users to navigate directly to our Site.

- d. **"Product"** means any item offered for sale through our Site.
- e. **"Site"** means either your World Wide Web Site or one belonging to us.
- f. **"User"** means a visitor referred to our Site through the Links on your Site.
- g. **"Website Builder Free"** means a free one (1) page version of our Website Builder Service offered for one (1) year and offered in conjunction with a first time registration of a Domain Name.
- h. **"Website Builder Lite"** means a one (1) page version of our Website Builder Service offered in conjunction with a Domain Name and charged as per the prices outlined in our price list at <https://www.register365.com/info/company/price-list>.
- i. **"Website Builder Platform Provider"** means the third party agent responsible for delivering the website builder, editor and hosting services.

## 2. Service

- a. A description of the Website Builder packages and services we offer can be found on our website <https://www.register365.com/website-builder> and <https://www.register365.com/website-builder/ecommerce-website>.
- b. Website Builder Free is offered as a free one (1) page version of our Website Builder Service for the initial term of one (1) year from the point when the Service was activated. After the initial one (1) year term, Website Builder Free will automatically upgrade to Website Builder Lite, which will then become chargeable as per the prices outlined in our price list at <https://www.register365.com/info/company/price-list>. If Website Builder Free is not upgraded to a paid for Website Builder product after the initial term the service will be terminated, and your content will be lost.
- c. First line technical support for the Service is provided by Register 365.
- d. The Service is not available to customers with a shared hosting package on their domain.

## 3. Activation of Service

- a. In order to activate the Service you need to login to your account with us and follow the instructions supplied under Website Builder.
- b. If a Free Trial is available on the Product, you need to ensure you have provided us with username, password, valid email address and Sub-domain Name.

## 4. Duration

- a. The contract for the provision of the Free Trial is for 14 days from date of signup and/or order. At end of your free trial, your Website Builder account and its content will be frozen and/or deleted, unless transferred to a registered domain with an associated Website Builder product through us.

- b. If you transfer the Service to an associated Website Builder product through us following expiry of the Free Trial, the Service will continue on an ongoing basis, unless terminated.
5. Requirements for Service
  - a. The Services must be used in respect of a registered Domain Name.
6. Activation of Service
  - a. In order to activate the Service, you need to log in to your Online Control Panel and follow the instructions supplied.
7. Websites created and content submitted
  - a. By submitting content to the Service for the creation of a website, you grant us and the Website Builder Platform Provider a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the content.
  - b. You acknowledge that Register 365 and the Website Builder Platform Provider are acting only as a passive conduit for the publishing and/or distribution of such content. Register 365 and the Website Builder Platform Provider undertakes no responsibility to review a Site, the products or services listed therein or any other content or customer data, including, but not limited to, user-generated content published and/or distributed on the Site to determine whether any such product, service, company content, or customer data may incur liability to third parties.
  - c. We make no representations or warranties about any third-party images and or software offered in connection with the Website Builder Service and expressly disclaims any liability or responsibility regarding the same. You acknowledge and agree that you will protect, defend, indemnify and hold harmless Register 365 from and against any and all claims imposed upon or incurred by Us directly or indirectly arising from your use or misuse of third-party images and or software.
  - d. Violation of our Acceptable Use Policy, may result in temporary suspension or permanent termination of one or more service at our sole discretion. We do not issue service credits for any outages incurred though service disablement resulting from policy violations.

## SCHEDULE Q

Terms and conditions for the provision of SSL Services.

This Schedule is accepted in conjunction with our Terms and Conditions and relates to the sale and provision of SSL Certificates through us.

You acknowledge and accept that for the provision of SSL Certificates we act only as a reseller of External Providers, Symantec, Lets Encrypt and GlobalSign as specified below and you accept the obligations contained in the following external Provider agreements:

**Symantec:** <https://www.symantec.com/content/dam/symantec/docs/eulas/service-agreement/ssl-subscriber-service-agreement-en.pdf>

**Lets Encrypt:** <https://letsencrypt.org/documents/2017.11.15-LE-SA-v1.2.pdf>

**GlobalSign:** <https://www.globalsign.com/en/repository/subscriber-agreement/>

The Service gives you use of an SSL Certificate, which consists of a key pair as well as verified identification information. When a web browser (or customer) points to a secured website, the server shares the public key with you to establish an encryption method and a unique session key. You confirm that you recognise and trust the issuer of the SSL Certificate. This process is known as the "SSL handshake" and it begins a secure session that protects message privacy, message integrity, and server security.

## 1. Definitions

- a. **"Certificate Application"** means your application for an SSL certificate which must be accepted by the External Providers, using Our order process.
- b. **"External Providers"** means the third party providers, Symantec, Lets Encrypt and GlobalSign who provide the SSL service that we resell and with whom you are also contracting by choosing this product.
- c. **"Minimum Term"** means the minimum amount of time that you may purchase the Product for after the order has been accepted.
- d. **"Certificate"** means SSL Services provided by External Providers and available for purchase from us as listed at <https://www.register365.com/info/company/price-list>.
- e. **"Services"** means the provision and sale of SSL Certificates and accompanying information.

## 2. Orders

- a. Your order must be submitted to us using either the online order form or through one of our representatives. The Services must be used in respect of a registered Domain Name.
- b. If we accept your order, the processing of your request will start immediately.
- c. We will perform the authentication procedures for the Certificate that you have requested, upon receipt of the applicable payment, and subsequently process any Certificate Application.
- d. Upon approval of the Certificate Application, prior to the issuance of the Certificate, you must submit a Certificate Signing Request ("CSR") in a format specified by us. If we do not receive a CSR within twelve (12) months from the day the Certificate Application is approved and a Product is otherwise ready for issuance, the Certificate Application approval will automatically expire.

- e. You must review the information in the Certificate and promptly notify us of any errors. Upon receipt of such notice, we may revoke the Certificate and issue a corrected Certificate.

### 3. Services and charges

- a. Details of our products, prices and full services can be found on our website at <https://www.register365.com/info/company/price-list>.

### 4. Duration

- a. The contract for the Certificate will be for a period of time dependant on the Minimum Term chosen, starting at the time the order is accepted. The Minimum Term will expire unless it is renewed for a subsequent period. This is subject to the provisions for early termination set out in the Terms and Conditions.

### 5. Consequences of termination

- a. On termination for any reason, we will cease to provide the Services and your Certificates will be deleted.
- b. If you terminate the Services during the Minimum Term, you will be liable to pay us the charges that would have arisen from the date of termination until the expiry of the Minimum Term.

### 6. Ownership of data and indemnity

- a. All data created or stored by you within our applications and servers is your property.
- b. We will allow access to such data only by our authorised personnel.
- c. You will indemnify us and keep us indemnified against any claim, loss or damage in respect of any content, email content or any other data contained within your Products.

### 7. Use of Certificates

- a. You represent and warrant that you have the necessary rights to any data, software programs or services that you use in connection with your access or use of the Certificates and that such activities do not infringe the intellectual property or other proprietary rights of any third party.
- b. You agree to access and use the Certificates:
  - 1. Without violating the rights of any third party or purporting to subject us or External Providers to any other obligations to you or any third party, and
  - 2. Solely in a manner that complies with all applicable laws and regulations.
- c. We will provide support to you for use of the Certificates and you will not receive customer support from External Providers.

## SCHEDULE R

When you register a Domain Name(s), you are contractually required to enter 'Registrant Details' including information such as your name, address, email, fax and phone number ("**Personal Data**").

This Personal Data is then sent to the relevant Registry for your Domain Name.

If your Domain Name is a .co.uk .uk, .me.uk .org.uk or .net.uk, the relevant Registry is Nominet UK ("**Nominet**").

Register 365's Domain Proxy Service ("**Domain Proxy Service**") is offered as an optional service for individual registrations of a Domain Name and is available for a new Domain Name registered with Nominet. As part of the Domain Proxy Service, we will act as your proxy and send our details to Nominet, rather than your Personal Data.

The following Terms and Conditions will apply if you subscribe to the Domain Proxy Service:

### 1. The Domain Proxy Service

- a. When you subscribe a Domain Name to our Domain Proxy Service you designate that we will thereafter be registered as the holder of the Domain Name at Nominet.
- b. For each Domain Name you subscribe to the Domain Proxy Service, we will not send your Personal Data to Nominet. Register 365's details will be sent instead.
- c. You will retain the full benefits of the Domain Name and may cancel the Domain Proxy Service for each Domain Name at any time. If you do cancel the Domain Proxy Service, we will thereafter forward your Personal Data to Nominet.
- d. You shall retain full control and ownership over and remain the legally responsible owner of the Domain Name.
- e. Register 365 acknowledges that you are the exclusive owner of all rights, title and interest in and to, or authorised licensee of, the Intellectual Property Rights and that we shall acquire no rights whatsoever in or to any of the Intellectual Property Rights.
- f. You will retain full liability for the registration and use of the Domain Name and agree to release, defend, fully indemnify and hold Register 365 harmless, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees from and against any and all claims, demands, liabilities, losses, damages or costs, arising out of or related in any way to Register 365 and your use of your Domain Name registration.
- g. You agree to continue to be bound by the relevant TLD Registry policies for the Domain Name owned by you.
- h. The Domain Proxy Service is only available when you purchase a Domain Name from Register 365.

### 2. Nature of the Domain Proxy Service

- a. Register 365 has no right to assume or to create any obligation or responsibility, express or implied, on your behalf. Nothing stated in this Schedule shall be construed as constituting you and Register 365 as partners or joint venture parties or as creating a relationship of employer and employee between the parties.

### 3. Your Obligations

You agree and acknowledge that in relation to each Domain Name you subscribe to the Domain Proxy Service:

- a. You will provide us with, and update accurate and current contact details at all times. In particular, you will ensure that your email address, postal address, phone and fax numbers for the Domain Name is accurate. If you are not contactable via the contact information provided or you do not reply to our enquiries as set out in Clause 4(c) below, we reserve the right to take all necessary action, in particular to suspend, delete or release the domain due to actual or alleged violations of the law.
- b. You will inform us immediately in writing by mail, fax or email in the event that your Domain Name is threatened with legal action.
- c. You will:
  - i. Respond within three (3) working days to any enquiries made by us to determine the validity of any information provided to us by you. In the event of a legal dispute, we reserve the right to shorten the response time;
  - ii. Respond promptly within twenty-four (24) hours to correspondence we receive that is either addressed to or involves a Domain Name; and
  - iii. Respond promptly within twenty-four (24) hours to enquiries we may make involving your Domain Name.

### 4. Suspension and Termination of Domain Proxy Service

You acknowledge and agree that we have the absolute right, in our sole discretion and without any liability to you whatsoever, to suspend or cancel the Domain Proxy Service for each subscribed Domain Name, with your Personal Data then being sent to Nominet OR reveal your Personal Data, including but not limited to the following:

- a. When required by law, governmental rules or requirements, governmental authorities or a court order;
- b. If you transfer away from Register 365;
- c. When we believe in good faith that such action is required by law;
- d. In compliance with a legal process served upon us;
- e. In order to comply with applicable Registry rules, policies or procedures;
- f. To resolve any and all third party claims, whether threatened or made, arising out of your use of a Domain Name;
- g. If we believe that you are using the Domain Proxy Service to conceal involvement in illegal, illicit, morally objectionable or harmful activities;
- h. To protect the integrity and stability of the applicable Domain Name Registry;
- i. To comply with any Dispute Resolution Policy;

- j. To avoid any financial loss or legal liability (civil or criminal) on the part of us, our parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees;
- k. If the Domain Name we register on your behalf violates or infringes a third party's trademark, trade name or other legal rights; or
- l. You further acknowledge and agree that in the event that we receive a formal complaint, notice of claim in relation to legal proceedings or in relation to a Dispute Resolution Policy, the subject matter of which is a Domain Name or which relates to your use of the services, we have the right to suspend the Domain Proxy Service and your Personal Data will be made available to Nominet.

**5. Refund in Event of Cancellation**

- a. We will not provide a refund in the event that we exercise any of our rights set out in Clause 4 above or you elect to cancel our Domain Proxy Service for any reason.

**6. Communications forwarding**

You agree and acknowledge that:

- a. We will forward to you communications relevant to any or all of the circumstances set out in Clause 4, referring to your Domain Name that are received by us by email, postal mail or fax.
- b. You agree to waive any and all claims arising from your failure to receive communications directed to your Domain Name but not forwarded to you by us.
- c. We reserve the right to pass on to you the reasonable costs we may incur for administrative tasks outside of the scope of our Domain Proxy Service. Such tasks include, but are not limited to, customer service issues that cannot be handled by email and disputes requiring legal services.