Policies

Our full Terms of Service and company policies — Support, Server Maintenance, Refunds & Billing, Privacy, GDPR, Acceptable Use, and domain registration terms.

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DANUMHOST

Terms of Service

The contract between you and DanumHost Limited covering our Services, billing, termination, warranties, liability, and legal terms.

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1. Purpose

These Terms of Service ("TOS") are a contract between you, or the entity on whose behalf you are executing this agreement ("you" or "your"), and DanumHost Limited. ("DanumHost", "DanumHost.co.uk", "we", "us", or "our"). By corresponding with us, browsing our web properties, or using our Services, you agree to abide by these TOS, our Acceptable Use Policy, our Support Policy, our Refund & Billing Policy, our Privacy Policy, our Server Maintenance Policy, each of which is integrated into the TOS by reference (together, the "Policies"). These TOS may be modified from time-to-time and, by continuing to use our Services, you agree to be bound by the modifications. The most recent version of these TOS can always be found here.

2. Customers

While we facilitate your business on the Internet, we are an independent contractor. We only have control of the products and services we provide directly, and are not liable for your actions, the actions of third-party service providers, or the actions of individuals who use your products and services ("End Users").

3. Services

DanumHost provides several services and products to its customers, which are collectively referred to in these TOS as the "Services". Regardless of whether you pay for a Service, or it is provided as part of a package or for free, any Service you request or allow to be provided by DanumHost is included as part of the "Services" we refer to in these TOS and the Policies. All Services are subject to each of our Policies. Services may also be provided by third parties and their terms of service or use that may contain additional or different terms will also apply to your use of their services. We may change the specifications or details of the Services at any time, but we have no obligation to change the Services. Additionally, the third parties we contract with to provide Services may change their offering between the time of purchase and the date the Services are delivered. We will use commercially reasonable efforts to inform you of changes to the Services.

Knowledgebase. Additional information on our Services, including those listed below, can be found in our Knowledgebase, located at: https://danumhost.co.uk/knowledgebase. These TOS govern where they conflict with anything posted in the Knowledgebase.

Services Offer. DanumHost offers several different products and services, including those listed below. These TOS and our Policies apply to all Services, whether listed below. Details are available on the websites indicated and the details at those websites does not modify or supplement these TOS or our Policies.

- Shared Web Hosting (Linux or Windows based): https://danumhost.co.uk/knowledgebase
- Email Hosting (POP3, SMTP, IMAP): https://danumhost.co.uk/knowledgebase
- Domain Registration: https://danumhost.co.uk/knowledgebase

These Services enable certain software and development options, including those located at: https://danumhost.co.uk/knowledgebase.

Terms Specific to Domain Name Services. We resell domain names. Depending on the TLD, when you apply to register a domain name, your request is transmitted to either Reseller Club (www.resellerclub.com) or Open Provider (www.openprovider.com), the two ICANN-accredited registrars we work with. By using our Domain Name Services, you agree to be bound by the domain name registration policies and procedures of whichever of these registrars sponsors your domain, so please read them. Reseller Club's policies and procedures are available at: https://uk.resellerclub.com/legal-agreements, and Open Provider's policies and procedures are available at: https://www.openprovider.com/legal/terms-and-conditions. Because of the mechanics of domain name registration, we cannot guarantee that your domain name will be registered. After registration, it is your responsibility to ensure your domain name does not lapse, for whatever reason, and we are not responsible for any lapse, or any damages caused by any lapse. See our full Domain Registration & Transfers policy for more detail on both registrars.

It is your sole responsibility to fully investigate and ensure that the domain name you register does not infringe on the legal rights of others. We do not check to see whether a domain name you register, or use infringes on the legal rights of any third party, and we suggest you seek advice of legal counsel before registering any domain.

DanumHost will use commercially reasonable efforts to comply with any legal order to cancel, modify, or transfer your domain name. ICANN's Transfer Policy requires a 60-day transfer lock to apply to your domain name(s) in the event of any "Change of Registrant." DanumHost currently locks your domain name for any change involving your WhoIs information. This feature is designed to protect your domain from any unauthorized attempt to transfer your domain. We do not offer an option to opt out of the 60-day transfer lock. Any "Change of Registrant" as defined by ICANN's Transfer Policy will subject the domain to a 60-day transfer lock. Please note that the parameters that trigger the 60-day transfer lock are subject to change. The current parameters which trigger the 60-day lock include: (A) change of registrant First Name, (B) change of registrant Last Name, (C) change of registrant Organization Name, (D) change of registrant Email. You also agree and understand ICANN's policies for Domain Verification and any other current or future policies they might enact. More information can be found here: https://www.enom.com/raa/, http://www.icann.org/en/resources/registrars/registrant-rights/educational, and http://www.icann.org/en/resources/registrars/registrant-rights/benefits.

Terms That Apply to All Hosting Services. Our Hosting accounts are allocated bandwidth depending on the package you select. The bandwidth for Services purchased does not rollover and is not creditable across periods. In the event you require more bandwidth than you have purchased, your account may be suspended until the next period, you may purchase additional bandwidth by upgrading your account, your account may be terminated for a violation of the terms of the package you purchased, or we may charge you an additional fee for the overage, in our sole discretion.

In using our hosting Services, you may not place excessive burdens on our CPUs, servers, or other resources, including our customer support services. You understand that bandwidth, connection speeds, and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers may result in our need to place restrictions on your use of the Services, including suspension or termination of your account or a reduction in bandwidth available for your use (also known as bandwidth throttling), in our sole discretion. You agree that we may place restrictions on your use of the Services or customer support services to the extent that they exceed the use of these resources by similarly situated customers.

Terms That Apply to Particular Hosting Services. For all Unmanaged Hosting Services, you are solely responsible for providing the firewalls and software and for all installation, maintenance, security, and backup for the Unmanaged Hosting Services.

If you utilize Managed or Unmanaged Hosting Service with Root Access, you acknowledge that you are solely responsible for any changes you make while using such access and DanumHost may not be able to correct any changes, recover data, or reverse any damage you do when using Root Access capabilities. We will use commercially reasonable efforts to troubleshoot issues upon request, as stated in our Support Policy, located at: https://danumhost.co.uk/.

For Shared Web Hosting, the terms "unlimited" and "unmetered" are defined by our experience with similarly situated customers. This means that your use of our resources may not exceed that of similarly situated customers. You agree that we may remove impermissible materials from our servers at any time in our sole discretion without notice. We may also delete the following types of files if we find them to be using excessive amounts of disk space, especially if affecting other customers: (i) cPanel or other backups stored locally, (ii) Softaculous backups stored locally, (iii) Softaculous backup temp files, (iv) Common CMS backups stored locally, (v) Common CMS backup temp files, (vi) Common CMS backup logs, (vii) excessively sized error logs, and (viii) any other large files deemed unnecessary for core website functionality or not containing any valuable data.

Email Hosting enables a user to use specific Services, including cPanel services, to create or delete email accounts, manage passwords, set mailbox space quotas, or configure other server-specific settings. Email Hosting services are subject to certain storage limitations and we auto-delete email in your trash or deleted folder after such email becomes more than three hundred and sixty-five (365) days old to help you manage storage limits. We may also delete mail in your spam or bulk mail folder after such email becomes more than three hundred and sixty-five (365) days old to help manage storage limits. You should backup and save your emails locally to ensure they will be available when needed. If an email is deleted, we will use commercially reasonable efforts to retrieve such email but cannot guarantee recovery of any emails. Email accounts may be subject to storage quotas specified in a particular package.

Our Email Hosting Services do not ensure that your inbound and outbound emails will be delivered; settings beyond our control may impact email deliverability, including emails being sent to a spam folder or emails not being delivered at all. IP address blacklisting beyond our control may also affect email delivery.

Our Email Hosting service is designed for sending email only with no other attachments of services or products DanumHost may offer. As part of this package, we do not allow any account to be use for sending email's which may be seen as spam. Should this be highlighted to our team, your full hosting account will be suspended pending investigation and a possibility of your account being closed. A full refund will be given for that account for any full months of hosting remaining. Purchased domain names will not be refunded as these will be registered to yourself/company and is your property. Should you require a full backup of your content then this can be done by request.

4. Access

You will not have physical access to any of the servers on which your data is stored. These servers will often be shared with third parties. Use by any third party may affect your use and administration of the server. You shall not take any actions to limit the use of or alter the server or Service functionality or the functionality of any related equipment. If you require server access, we do provide VPS and Dedicated servers which allow this

access.

5. Control Panels

cPanel is provided through a third party. When you subscribe for use of cPanel with any of the Services, you agree to be bound by cPanel's End User License Agreement, available at: http://cpanel.com/legal-store.html. Please be sure to review cPanel's End User License Agreement before use of cPanel-related Services.

6. Enrolment; Account Information

Enrolment. You warrant that before you use any of the Services or sign up for an account that you are at least 18 years of age and have the authority to bind yourself or the entity you represent to these TOS. You may be subject to a credit check and screening for potential fraud and accurate information must be supplied for purposes of this screening. Further, before using the Services, you represent and warrant to DanumHost that: (i) you have the experience and knowledge necessary to use the Services; (ii) you understand and appreciate the risks inherent to you, your business and your person, which come from using the Services in particular, and doing business on the Internet in general; and (iii) you will provide us with material that may be implemented by us to provide the Services.

Account Information. You are required to provide us with accurate information when setting up your account. You must also keep this information, including your email address, up to date during our relationship. On occasion, we may need to communicate with you by email about the Services. We have no responsibility, or liability, for interruptions in the Services, or damages of any sort, based on email communications that are misdirected or blocked by a third-party application because of your failure to maintain updated account and contact information or for circumstances beyond our control.

7. Account Security

You are responsible for all actions that are performed with, by, or under your account credentials whether done by you or by others. All account access, password, and other security measures are your responsibility. DanumHost is not liable for any damages, direct or indirect, that result from unauthorized account access or use. In addition to terms under the Support Policy, located at https://danumhost.co.uk/, in connection with support services, you will be responsible for all authorized actions taken by our support personnel using your login. Before you request support, you should backup your data.

You agree to give DanumHost Limited permission to access your accounts for the purpose of troubleshooting technical issues with the account or server and to confirm compliance with all our policies. We also conduct automated scans of data for security purposes and reserve the right to change permissions, modify files or quarantine files that are deemed to be malicious in nature.

8. Term of Agreement; Billing & Payment

Term. We are not bound to perform Services until we receive payment from you, when you have checked out through our web platform (the "Effective Date"). We will begin delivery of the Services on the Effective Date and continue until the date set out on the page describing the Services located at https://danumhost.co.uk ("Initial Term"). If the page describing the Services does not contain an Initial Term, the Initial Term shall be one rolling month.

AUTOMATIC RENEWAL. The Initial Term will AUTOMATICALLY RENEW for successive periods of equal duration (each a "Renewal Term"). For more information on automatic renewal, please see our Refund and Billing Policy located at: https://danumhost.co.uk/knowledgebase/. If you wish to discontinue the Services, you need to notify us before automatic renewal for a Renewal Term. You can notify us by:

- Submitting a cancellation at least two (2) days before the beginning of a Renewal Term through your account once logged in. You can also find more information on this located in our knowledge base located at https://danumhost.co.uk/knowledgebase/ or by speaking to one of our advisers through the ticket system.
- Contacting us at least fifteen (15) days before the beginning of a Renewal Term by sending an email to billing@danumhost.co.uk or contacting us through our customer portal at https://danumhost.co.uk.

Termination. Regardless of the method of termination by you, valid proof of account ownership and authorization to cancel are required to terminate an account.

Termination for Convenience. Either party may terminate the Services for convenience upon fifteen (15) days prior by providing written notice to the other. We only accept cancellations through our online cancellation process as mentioned above. If you terminate for convenience, you will be responsible for all charges for the duration of the then active Initial or Renewal Term. For details on our Anytime Money Back Guarantee, please see our Refund & Billing Policy, located at https://danumhost.co.uk/knowledgebase/.

Before cancelling, please contact us and request an escalation of your issue if your cancellation is due to unsatisfactory services or an unsatisfactory answer to a previous issue. If your agreement with us is for a set term, please contact us prior to cancelling to determine what your charges will be in connection with the termination. All cancellation requests need to be submitted through our online cancellation form found at https://danumhost.co.uk/ and then by logging into your account.

DanumHost Termination. We reserve the right to immediately suspend or cancel the Services without notice: (a) for a violation of these TOS, including any of our Policies; (b) for your failure to pay any amounts due, (c) to prevent a service interruption by an Internet Service Provider or other network services provider, or (d) to protect the integrity of DanumHost's network or the security of the Services. You are not entitled to notice, or protest should we exercise these rights.

Upon termination, your account will be closed, data deleted, and all fees and charges due and payable must be paid to us. Once your account is closed, we have no responsibility to: (x) forward email, or other communications or (y) maintain any data backup that predates the termination date. If allowed, you are encouraged to keep the Service active during a transition period should you seek to forward your email or other communications. If we suspend or terminate your use of our Services because you have violated these TOS, including any of our Policies, we will not provide you with a credit.

For Breach. You may terminate the Services upon the occurrence of a material breach by DanumHost, which has not been cured within ten (10) days of our receipt of written notice of the breach. A material breach does not include any of the items listed in Section 19(b). Notice of a material breach must contain sufficient detail for us to identify the breach and attempt to take corrective action.

Post Termination Access. If we can provide data from backup in an account that has been terminated, you will be subject to a one-time charge of twenty-five pounds (£25) or more to cover the cost of the access. All data in accounts that are not renewed or are terminated will be removed from our servers and will likely be irretrievably lost. Any domain registration packages associated with these accounts may also be cancelled. If a domain was

covered by the free renewal from a package that has been terminated will not be charged at the normal domain renewal rate.

Billing, Refund & Payment. Please see our Refund & Billing Policy, located at: https://danumhost.co.uk/knowledgebase/ for additional details on billing, refunds, and payment processes and procedures.

9. Anytime Money Back Guarantee

We do not want any customers to leave. However, if you do want to leave, we offer an Anytime Money Back Guarantee that will allow you to receive a full or partial refund of certain fees. For details on this policy, please see our Refund & Billing Policy, located at: https://danumhost.co.uk/knowledgebase/.

10. Use of the Services

Your use of the Services is governed by these TOS, including our Policies. DanumHost provides no guarantee that the Services will be uninterrupted, or continuous, or that you will be able to access DanumHost's network at a particular time, or that any data transmitted by DanumHost is accurate, error free, virus free, secure, or inoffensive.

11. Testimonials

You may provide us with a written or verbal endorsement of our Services in connection with your use of the Services ("Endorsement"). The Endorsement will be the actual first-hand account of your experience using our Services and we may, at our discretion, use the Endorsement to promote our Services in-person, in print, online, and all other media. We may also edit the Endorsement for brevity or other reasons, so long as it is consistent with your original Endorsement. In connection with our use of your Endorsement, you hereby agree that we may use your first name, last initial, home state, voice, or likeness, and/or contact information in connection with its publication of the Endorsement. If, at any time, you want us to stop using your Endorsement, please contact us using the contact information in Section 19 and we will cease using the Endorsement soon after processing your request. You can also leave such comments on review websites like Trustpilot which can be accessed by going to https://review.danumhost.co.uk.

12. Data Backups

You acknowledge that it is solely your responsibility to regularly back-up and maintain copies of your data outside of DanumHost's network. DanumHost is not responsible for any data loss or corruption, including that resulting from: (i) our authorized actions, (ii) those actions you take using the Services, (iii) hardware failures, (iv) any software or other technology failures, or (v) account termination, cancellation, or suspension. You can download full, partial or selective backups using the Jet Backup app found within cPanel.

13. Licenses; Intellectual Property; Data Ownership

Services performed or provided by DanumHost are not a "work made for hire" and we hereby grant you a license to use the Services and technology under the terms of these TOS, including our Policies. The license is non-exclusive, non-transferable, non-sublicensable worldwide, and royalty free and terminates when you or DanumHost terminates the Services.

All right, title and interest in DanumHost's technology shall remain with DanumHost, or DanumHost's licensors. You are not permitted to circumvent any devices designed to protect DanumHost, or its licensors' ownership interests in the technology provided to you. In addition, you may not reverse engineer this technology.

We use all information we gather as specified under the terms of our Privacy Policy. You hereby grant DanumHost, and any third parties used by DanumHost to provide the Services, a non-exclusive, non-transferable, worldwide, royalty free license to use, disseminate, transmit and cache content, technology and information provided by you and, if applicable, End Users, in conjunction with the Services.

For information on how we share data and other confidential information, please see our Privacy Policy, located at https://danumhost.co.uk/knowledgebase/.

14. DanumHost Limited's Warranty

DanumHost warrants that it will perform the Services in accordance with prevailing industry standards. To make a warranty claim You agree to reasonably cooperate with us to facilitate your use of the Services. This cooperation includes, but is not limited to, providing us with correct contact and billing information and ensuring that you, your employees, and/or agents have sufficient technical expertise to understand how to implement the Services. It is your responsibility to ensure that you can connect with us to use the Services. You represent and warrant that you, or the entity you represent, have the sophistication and technical skill to utilize the Services.

You have read and agree to the terms outlined in the DanumHost Support Policy, located at https://danumhost.co.uk/knowledgebase/.

You warrant and represent that you have full authority and power to agree to the terms of these Policies on behalf of the company you represent, if any.

You warrant and represent that you and/or your company have not been identified or listed as a designated person under the UK's Sanctions and Anti-Money Laundering Act 2018 or by HM Treasury's Office of Financial Sanctions Implementation.

16. Disclaimers

EXCEPT FOR THE WARRANTY IN SECTION 14, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO DANUMHOST), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. No oral or written information or advice given by DanumHost, its employees, agents, owners, directors, officers, or affiliates pursuant to these TOS, or otherwise, shall create a representation or warranty or in any way increase the scope of any representations and warranties set forth in these TOS. DanumHost does not represent or warrant that the Services are complete or free from defects or errors.

DanumHost Limited is not liable, and expressly disclaims any liability, for the content of any data transferred either to, or from, you or stored by you or any of your customers via the Services provided by us. DanumHost is not responsible for any loss of data, for any reason. DanumHost is not liable for unauthorized access to, or any corruption, erasure, theft, destruction, alteration, or inadvertent disclosure of, data, information, or content, transmitted, received, or stored on its network.

DanumHost is not liable, and expressly disclaims any liability, for data breaches or data compromise caused by your failure to keep web applications including plugins up to date.

DanumHost SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING SERVICES PROVIDED BY THIRD PARTIES, REGARDLESS OF WHETHER THOSE SERVICES APPEAR TO BE PROVIDED BY US. No warranties, either express or implied, made by these third-party entities to DanumHost shall be passed through to you, nor shall you claim to be a third-party beneficiary of those warranties.

SOME STATES AND COUNTRIES DO NOT ALLOW DANUMHOST TO EXCLUDE CERTAIN WARRANTIES. IF THIS APPLIES TO YOU, YOUR WARRANTY IS LIMITED TO 90 DAYS FROM THE EFFECTIVE DATE.

17. Limitation of Liability

It is your obligation to ensure the accuracy, integrity, title or ownership, and security of anything you receive from the Internet. You agree that DanumHost has no liability, of any sort, for content you or your customers access from the Internet.

In no event shall DanumHost be liable to you in connection with these TOS or the Services, regardless of the form of action or theory of recovery, for any: (a) data loss, (b) direct, indirect, special, exemplary, consequential, incidental, or punitive damages, even if that party has been advised of the possibility of such damages; or (c) lost profits, lost revenues, lost business expectancy, business interruption losses, or benefit of the bargain damages. For the purposes of this paragraph only, the term "DanumHost" shall be interpreted to include DanumHost's employees, agents, owners, directors, officers, and affiliates.

Notwithstanding anything to the contrary contained in this policy, DanumHost shall not be liable for any indirect or consequential damages, including damages for lost profits, loss of opportunity, loss of sales, or loss of search engine rank, suffered by you, your users, your clients, and your visitors, during periods of scheduled maintenance, service suspensions, and violation of these Policies.

IN NO EVENT WILL DANUMHOST LIMITED'S LIABILITY HEREUNDER EXCEED THE AGGREGATE FEES ACTUALLY RECEIVED BY DANUMHOST LIMITED FROM YOU FOR THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

DanumHost will not be held responsible for any: (i) force majeure events described in Section 20(b), below, (ii) problems or service outages caused due to reboots during standard maintenance periods, or (iii) Scheduled Downtime, as further defined in our Server Maintenance Policy. Our uptime commitment described in the Server Maintenance Policy, located at https://danumhost.co.uk/knowledgebase/, does not apply to disruptions to your use of the network because of a violation of these TOS, including our Policies.

18. Indemnification

You agree to indemnify, defend, and hold harmless DanumHost and its personnel, parent, subsidiaries and affiliated companies, third party service providers, and each of their respective officers, directors, employees, shareholders, and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) your use of the Services, including any data migration-related efforts you request from DanumHost personnel or authorize DanumHost personnel to conduct; (ii) any violation by you of these TOS or any of DanumHost's Policies, including those violations that

result in a disruption of the network; (iii) any breach of any of your representations, warranties, or covenants contained in these TOS, including the Policies; or (iv) any acts or omissions by you. The terms of this section shall survive any termination of these TOS or the Services. To this paragraph only, the terms used to designate "you" include you, your customers, visitors to your website, and users of your products or services, the use of which is facilitated by us.

DanumHost shall indemnify and hold you harmless from, and at its own expense agrees to defend, or at its option to settle, any claim, suit, or proceeding brought or threatened against you so far as it is based on a claim that Services provided by DanumHost hereunder infringes any U.K. patent, copyright, or trademark. This indemnification provision is expressly limited to Services that are fully owned by DanumHost. It does not extend to products or services provided by third parties. If contained and permitted in its agreements with third-party suppliers, DanumHost shall flow down applicable intellectual property indemnification provisions to you. This paragraph will be conditioned on your notifying DanumHost promptly in writing of the claim and giving DanumHost full authority, information, and assistance for the defence and settlement thereof. If an infringement claim has occurred, or in DanumHost opinion is likely to occur, DanumHost shall have the right, at its option and expense, either to: (i) procure for you the right to continue using the Service(s); (ii) replace with the Service(s), regardless of manufacturer, performing the same or similar function as the infringing Service(s), or modify the same so that it becomes non-infringing; or (iii) if neither of the foregoing alternatives is reasonably available, immediately terminate the infringing or affected Services and refund the Fees charged by us for the period in which the Services were unavailable.

19. Notices

Notices will be sent to you at the email address in your account. It is your obligation to ensure that we have the most current email address for you by keeping your account information up to date.

Please refer to our website, https://danumhost.co.uk, to raise a ticket for most issues, including technical support and billing. Notices regarding this TOS and other DanumHost Policies should be directed to: enquiries@danumhost.co.uk.

20. Legal

Compliance with Law. The laws of England and Wales apply to your use of the Services. It is your obligation to confirm that your use of the Services complies with applicable laws, and we encourage you to learn more about UK laws to ensure that your use of our network complies with these laws. More information about UK laws may be found at: http://www.legislation.gov.uk/browse/uk.

We may disclose information, including information that you may consider confidential, to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request or to protect our business, or others, from harm. We assume no obligation to inform you that we have provided this type of information unless we have affirmatively agreed to do so. In some cases, we may be prohibited by law from giving such notice. Cooperation with civil litigants is at our discretion. Responding to requests for production of documents, and other matters requiring more than mere ministerial activities on our part, will incur a fee of two hundred pounds (£200) per hour. We do not honour requests from civil litigants that expenses be pre-approved, and we may require a deposit to secure payment.

Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the party's reasonable control, including but not limited to:

third party service failures, software failures, hardware failures, distributed denial of service (DDoS) attacks, acts of God, bandwidth interruptions, general network outages, earthquake, labour disputes, shortages of supplies, riots, war, fire, epidemics, delays of common carriers, power outages, telecommunications failures, data centre failures, internet backbone issues, regulatory changes affecting hosting services, cyber attacks, and UK-specific challenges such as Brexit-related disruptions, changes in UK data protection regulations, or UK infrastructure maintenance. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time equal to the period of the excusable delay. The party affected by an excusable delay shall notify the other party as soon as possible, but in no event less than ten (10) days from the beginning of the event.

Choice of Law, Jurisdiction, and Venue. The validity, interpretation, and performance of these TOS, including our Policies, shall be controlled by and construed under the laws of England and Wales, without giving effect to the principles of conflicts of law. You agree that jurisdiction and venue for any disputes shall be exclusive in the courts of England and Wales, with the County Court or High Court in Doncaster having jurisdiction where appropriate. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

All Claims. All claims you bring against us must be resolved in accordance with our Policies. Without limiting the previous sentence, this includes claims based on Service outages that are expressly covered by our Policies. All claims filed or brought contrary to our Policies will be improperly filed and a breach of our Policies. If you file a claim contrary to our Policies, we may recover attorney's fees and costs. Attorney's fees include any fees charged by our attorneys.

No Waiver. No waiver of a right under these TOS, including our Policies, shall constitute a subsequent waiver of such right under these TOS or any of our Policies.

Assignment. These TOS may be assigned by DanumHost. It may not be assigned by you. These TOS shall bind and inure to the benefit of the corporate successors and permitted assigns of the parties.

Severability. If any of the terms of these TOS, including any of the Policies become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall revise to reflect DanumHost's intent, as permitted by applicable law. All remaining terms of these TOS shall remain in full force and effect.

Survival. Sections 11 through 18 shall survive the termination of these TOS.

Construction. The terms "including", "includes", and "include" shall be deemed to be followed by the words "without limitation" and the illustrative items introduced thereby shall not limit the scope of the otherwise general term but shall be by way of example only.

Claims Period. No action or proceeding against us may be commenced by you more than one (1) year after the Service which is the basis for the action is rendered. You fully acknowledge that this limitation constitutes an express waiver of any rights under any applicable statute of limitations which would otherwise afford additional time for such a claim.

DANUMHOST

Support Policy

How DanumHost provides technical, billing, and sales support, our support hours, and what we expect from customers.

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1. Purpose

This is DanumHost Limited's ("DanumHost", "we", or "our") Support Policy. The purpose of this Support Policy is to clearly lay out DanumHost's support policies and procedures so that all customers have a clear understanding of what can be expected of us and what we expect of you, our valued customer, in connection with our delivery and your use of the Services (as defined in the Terms of Service). We ask that every customer read these policies and familiarize themselves with them. We look forward to providing quality support for all your hosting needs. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: https://danumhost.co.uk/knowledgebase/.

2. Backup of Data

Before attempting to troubleshoot any issue yourself or engaging us to assist with Service issues, please BACKUP ANY AND ALL DATA. DanumHost is not responsible for any data loss or corruption, including that resulting from: (i) our authorized actions, (ii) those actions you take using the Services, (iii) hardware failures, or (iv) any software or other technology failures.

Although we make daily backups, we cannot guarantee the information you require will be as up to date as the data lost.

3. Methods of Support

Support Generally. Support we offer is included as a Service. We do not charge for responding to technical support tickets, phone calls or LiveChat but we do expect you to abide by the terms of this Support Policy and our other Policies when utilizing this Service.

Technical Support Tickets. This is our primary support system. Almost ALL issues will require the submission of a trouble ticket. This is our preferred method because of the ability to track issues to resolution and give us time to properly review and research problems. Please do not submit multiple tickets about the same problem as that simply creates confusion. If you need to add information to an existing ticket, please do so in the existing ticket by logging into the support system or by replying to the ticket email.

4. Customer Relationships

We strive to provide you with courteous, professional, and technically accurate support. Although we understand how frustrating technical problems can be, we ask that you treat us with respect, and we will do the same in return. Our ultimate goals are the same, providing you with accurate support in a timely manner. If you feel you have been treated unfairly or have any other complaints, you may contact us to reach a supervisor directly. Our dedicated support team will be the same point of contact for you however should this not be possible an alternative support adviser will step in during the meantime, to which then will resume to your original point of contact when possible.

5. Support Hours

The timeframes below are when the applicable method of support is provided. You can of course submit tickets outside this time frame, but answers may not be received until business hours resume.

6. Technical Support Tickets

7 days a week

Support Tickets: Monday-Sunday 8:00AM - 6:00PM GMT/BST

7. Billing and Sales Support

Billing and Sales tickets are handled as quickly as possible. Please see our Refund and Billing Policy, located at: https://danumhost.co.uk/knowledgebase/, for more information regarding DanumHost's billing policies. You can view invoices and update your payment method by accessing the customer portal located at: https://danumhost.co.uk/.

Server Maintenance

Our 99.9% uptime commitment, scheduled maintenance windows, and how planned and emergency maintenance is communicated.

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1. Purpose

This is DanumHost Limited's ("DanumHost", "we", or "our") Server Maintenance Policy. This Server Maintenance Policy discusses the ways in which we maintain our technology to improve and administer the Services (as defined in the Terms of Service) and how you will be impacted by those actions. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: https://danumhost.co.uk/knowledgebase/.

2. Availability

We offer a 99.9% (8.76 hours downtime annually) complete server uptime commitment. We will use our commercially reasonable efforts to provide the Services twenty-four (24) hours a day, seven [7] days a week. However, to operate in an efficient and secure manner, servers and network equipment require routine maintenance and upgrades ("Scheduled Downtime") and you acknowledge that from time to time the Services may be unavailable for various reasons, including due to Scheduled Downtime or causes beyond our control. We will provide commercially reasonable advance notice to you for Scheduled Downtimes and will use commercially reasonable efforts to minimize any other disruption, inaccessibility, or inoperability of our web servers but we are not responsible for the unavailability.

3. Maintenance

Planned outages, including Scheduled Downtime, during these periods will not fall under our 99.9% uptime commitment. DanumHost will make a reasonable effort to advise DanumHost customers as far in advance as possible of any predicted extended outages.

Definitions. Three types of maintenance downtimes are defined:

- "Routine Maintenance" means a weekly short downtime necessary for quick updates and patches requiring reboots or restarts.
- "Comprehensive Maintenance" means a longer monthly or otherwise scheduled downtime necessary for more significant enhancements.
- "Emergency Maintenance" means a service affecting maintenance that is so severe it requires immediate attention.
- "Scheduled Downtime" includes (i) and (ii) above.

Intervals. The Scheduled Downtime intervals are as follows (the time zone is where the data centre or server is located GMT/BST):

Routine Maintenance Window (Daily). Every day, from 12:00 AM until 5:00 AM, outages should not exceed five (5) minutes unless other problems are encountered and will NOT be announced. During these times there may not be any downtime.

Comprehensive Maintenance Window (Monthly or Scheduled). First Saturday evening of every month from 11:00 PM until 5:00 AM Sunday morning or otherwise scheduled and communicated to affected customers via your contact email address.

Emergency Maintenance. This type of maintenance is inherently not scheduled and is only used in extreme circumstances. We will make our best effort to notify customers should this become necessary.

Limitations. This Server Maintenance Policy includes but is not limited to: (i) shared servers and accounts, (ii) reseller servers and accounts, (iii) VPS servers and accounts, (iv) dedicated servers and accounts, (v) all network equipment, and (vi) internal websites such as billing and support. Major system upgrades may require additional Scheduled Downtime.

4. Backup of Data

Before attempting to troubleshoot any issue yourself or engaging us to assist with Service issues, please BACKUP ANY AND ALL DATA. Although DanumHost makes daily backups of account data daily (excluding some products and services) we cannot be held responsible for any data loss during backups. DanumHost is not responsible for any data loss or corruption, including that resulting from: (i) our authorized actions, (ii) those actions you take using the Services, (iii) hardware failures, or (iv) any software or other technology failures.

5. Customer Responsibilities

It is the responsibility of the customer to make sure that all Services being provided on their servers are setup to resume operations automatically upon reboot or restart of the Service you have with us. DanumHost will not be held responsible for any problems or service outages caused due to reboots during standard maintenance periods.

WE HAVE NO RESPONSIBILITY FOR DOWNTIME RESULTING FROM YOUR ACTIONS.

Please contact support at https://danumhost.co.uk and file a ticket if you have any questions.

DANUMHOST

Web Development

Guidelines for our web development work, quality and security standards, and payment terms for website projects.

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1. Purpose

The purpose of this Web Development Policy is to establish clear guidelines and expectations for web development activities within our company. It outlines the principles, standards, and procedures that govern the creation, maintenance, and security of our web assets. This policy aims to ensure the consistent delivery of high-quality web applications, enhance user experience, protect sensitive information, and align our web development efforts with our overall business objectives. We may sometimes pass our work on to an alternative company we work closely with which is TidyDev Software Solutions. We can pass their information on upon request.

2. Alignment with Business Goals

Our web development activities shall be aligned with the strategic goals and objectives of our company. Websites, web applications, and online platforms will be developed to support our core business functions, enhance brand image, and facilitate effective communication with our stakeholders, including clients, partners, and employees.

3. Quality Standards

We are committed to delivering web solutions that meet or exceed industry standards for functionality, usability, accessibility, and performance. All web development projects shall adhere to best practices, employ modern technologies, and undergo rigorous testing to ensure optimal performance across different devices, browsers, and operating systems.

4. Security and Data Protection

Protecting sensitive information is of paramount importance. Our web development activities shall incorporate robust security measures to safeguard user data, confidential business information, and intellectual property. This includes implementing secure coding practices, using encrypted connections (HTTPS), regularly updating software and plugins, and conducting vulnerability assessments to mitigate potential risks.

5. Version Control and Documentation

To maintain a well-organized and collaborative development environment, we shall utilize version control systems for tracking code changes, managing collaboration, and facilitating efficient teamwork. Additionally, comprehensive documentation, including coding standards, architecture diagrams, and user guides, shall be created and maintained to ensure knowledge sharing, code maintainability, and effective troubleshooting.

6. Compliance with Legal and Regulatory Requirements

Our web development practices shall comply with all applicable laws, regulations, and industry standards, including but not limited to data privacy, intellectual property rights, e-commerce regulations, and accessibility

guidelines. It is our responsibility to stay informed about relevant legal requirements and incorporate them into our web development processes.

7. Continuous Improvement

Web development is an ever-evolving field, and we strive for continuous improvement. We encourage our web development team to stay updated with emerging technologies, industry trends, and best practices. Regular evaluation of our web assets, feedback from users, and performance monitoring shall guide us in identifying areas for enhancement and implementing necessary improvements to deliver an exceptional online experience.

8. Payment Terms

Our payment terms are as flexible as they can be by offering either 1 or 2 payments for your project plan. The options are to pay up front for the total cost before any work is commenced or by using our 40/60 plan where the total cost would be more than £500. Regardless of your payment method you would still be eligible for the first year's hosting and domain name* and this would also be discussed during the consultation period.

9. Monthly Payments

We no longer offer a monthly payment service for our websites unless you are already on one then this will end once all payments are in full and completed. The ownership of any website remains the property of DanumHost Limited until all payments are completed in full. Please see Website Leasing should you want a pay monthly website with additional terms attached to the package.

DANUMHOST

Game Development

Game development work is carried out directly by DanumHost Limited, in-house.

Here at DanumHost Limited, game development work is carried out directly by our own in-house team rather than being outsourced to a third party. This means that when you engage us for game development services, you are working with DanumHost Limited throughout, and these Terms of Service and our other Policies apply in full to that work, in the same way as they do for our other Services.

Remote IT Support

How our IT support team assists employees remotely, including SLAs, remote access tools, and equipment support.

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1. Purpose

The purpose of this Remote IT Support Policy is to establish guidelines and procedures for providing efficient and effective IT support to all employees. This policy aims to ensure that workers receive timely assistance for technical issues, maintain productivity, and have access to the necessary resources and tools to perform their duties.

2. Scope

This policy applies to all employees who require IT support services for their work-related technology needs. It covers support for hardware, software, network connectivity, and other IT-related issues encountered by staff while performing their job responsibilities.

3. Channels of Communication

Employees can access IT support through designated channels of communication, such as email, instant messaging, or our dedicated IT support ticketing system. Clear instructions on how to request assistance and contact IT support personnel should be provided to all employees.

4. Service Level Agreement (SLA)

An agreed-upon Service Level Agreement (SLA) shall be established to define the response time and resolution expectations for different types of IT support requests. The SLA should consider the criticality of the issue, ensuring that urgent matters are addressed promptly to minimize disruptions to employees' work.

5. Technical Assistance

IT support personnel shall provide remote troubleshooting and technical assistance to resolve hardware and software issues encountered by employees. This may include, but is not limited to, diagnosing, and resolving software errors, assisting with software installations and updates, troubleshooting hardware malfunctions, and providing guidance on connectivity and network-related issues.

6. Remote Access Tools

IT support personnel may utilize remote access tools to remotely connect to employees' devices, with the employee's consent, to diagnose and resolve technical issues efficiently. The use of such tools should comply with the organization's security and privacy policies to protect sensitive information.

7. Equipment Support

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IT support will provide guidance and assistance for employees' work-related devices, including laptops, desktops, mobile devices, peripherals, and other necessary equipment. This includes support for device setup, configuration, troubleshooting, and replacements, as deemed appropriate and within the organization's budgetary guidelines.

8. Software Support

IT support will assist employees with software-related issues, including installation, configuration, troubleshooting, and user guidance. This covers both standard software applications used by the organization and specific software, or tools required for remote work productivity.

9. Network Connectivity

IT support personnel will offer guidance and troubleshooting assistance for employees' network connectivity, including home internet connections, VPN (Virtual Private Network) access, and remote access to the organization's network resources. They will provide instructions on setting up and configuring network connections securely and resolving connectivity issues.

10. Documentation and Knowledge Base

IT support will maintain an up-to-date knowledge base or documentation repository that includes common technical issues, troubleshooting steps, FAQs, and self-help resources. Employees should have access to this documentation to encourage self-service resolution whenever possible.

11. Continuous Improvement

The IT support team shall continuously review and improve their remote support processes and procedures. This includes soliciting feedback from employees, monitoring response times and resolution rates, and identifying opportunities to enhance the remote IT support experience.

By implementing this Remote IT Support Policy, we aim to ensure that employees receive timely and effective technical assistance, enabling them to work efficiently and maintain productivity while working remotely. All remote employees should familiarize themselves with this policy and follow the designated procedures for accessing IT support services.

DANUMHOST

Website Leasing

Terms for leasing a website from DanumHost, including ownership, customisation, maintenance, and renewal.

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1. Purpose

The purpose of this Website Leasing Policy is to establish guidelines and procedures for leasing websites to clients. This policy outlines the terms, conditions, and responsibilities associated with website leasing, ensuring transparency, clarity, and a mutually beneficial relationship between our company and the lessee.

2. Eligibility

Website leasing services are available to clients who meet the specified criteria set by our company. This may include factors such as the client's industry, business type, target market, and compatibility with our leasing program. Eligibility requirements shall be clearly communicated to potential clients.

3. Lease Agreement

A formal lease agreement will be established between our company and the lessee, outlining the terms and conditions of the website lease. The agreement shall cover aspects such as lease duration, lease fees, payment terms, permitted usage, intellectual property rights, maintenance responsibilities, termination clauses, and any additional provisions deemed necessary. The lease agreement shall be signed by both parties before the commencement of the lease period.

4. Website Customization

Depending on the terms of the lease agreement, limited customization options may be available to the lessee. These options may include branding elements, colour schemes, logo integration, and content updates within predefined guidelines. Customization requests should be communicated and approved in accordance with the lease agreement terms.

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5. Maintenance and Support

Our company will be responsible for the ongoing maintenance and technical support of the leased website during the lease period. This includes regular updates, security patches, bug fixes, and ensuring the website remains functional and up to date. The lessee should promptly report any technical issues or required updates to our designated support channels.

6. Content Management

The lessee is responsible for providing and managing the website's content within the predefined guidelines outlined in the lease agreement. This includes adding, modifying, and removing content, ensuring compliance with applicable laws and regulations, and adhering to best practices for content presentation and user experience.

7. Ownership and Intellectual Property

During the lease period, our company DanumHost Limited retains ownership of the website and its underlying intellectual property, including design elements, code, and proprietary technologies. The lessee is granted a limited license to use the website for the duration of the lease agreement and in accordance with the agreed-upon terms. Intellectual property rights shall be clearly defined and protected within the lease agreement.

8. Termination and Renewal

Both the lessor and lessee have the right to terminate the lease agreement according to the terms specified within the agreement. Upon termination, the lessee's access to the website will be revoked, and the website may be leased to another client or repurposed by our company. If both parties wish to renew the lease agreement, terms for renewal shall be negotiated and agreed upon in a timely manner. All renewal requests will be sent out between 30-45 days before the end of the agreement.

9. Confidentiality and Data Protection

Our company will handle any client-provided data or sensitive information in accordance with applicable data protection laws and regulations. Measures will be implemented to safeguard the confidentiality and integrity of the data entrusted to us. Confidentiality clauses shall be included within the lease agreement to protect both parties' proprietary information.

10. Communication and Dispute Resolution

Clear channels of communication shall be established between our company and the lessee to facilitate effective communication regarding the leased website. In the event of disputes or disagreements, both parties shall work in good faith to resolve them through open dialogue and negotiation. If necessary, alternative dispute resolution methods, such as mediation or arbitration, may be pursued as specified in the lease agreement.

11. Compliance with Laws and Regulations

The lessee agrees to comply with all applicable laws, regulations, and industry standards while using the leased website. This includes, but is not limited to, compliance with data protection regulations, intellectual property rights, online advertising regulations, and any industry-specific guidelines or requirements.

By implementing this Website Leasing Policy, we aim to facilitate a transparent and secure process for leasing websites to external parties. All leasing activities should adhere to the guidelines outlined in this policy, and the lease agreements should be carefully crafted to protect the company's interests.

DANUMHOST

Refund and Billing

How we bill for Services, automatic renewals, our Anytime Money Back Guarantee, refunds, chargebacks, and website development refunds.

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1. Purpose

This is DanumHost, Limited's ("DanumHost", "we", or "our") Refund & Billing Policy. This Refund & Billing Policy discusses the ways in which we charge customers for use of the Services (as defined in the Terms of Service) and related questions about charges, refunds, and billing disputes. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: https://danumhost.co.uk/knowledgebase/.

2. Automatic Renewal

Package Renewal. AS SET FORTH IN OUR POLICIES, ALL HOSTING PLANS, CERTAIN PRODUCT ADDONS AND DOMAIN NAMES ARE SET TO AUTOMATICALLY RENEW ON THEIR RENEWAL DATE AFTER THE INITIAL TERM AND ANY RENEWAL TERMS TO PREVENT ANY DISRUPTION IN THE SERVICES. YOUR NEXT RENEWAL DATE IS LOCATED ON EVERY INVOICE AS WELL AS THE SERVICES AND DOMAINS SECTIONS OF THE CLIENT PORTAL.

Domain Name Renewal. Domain names are set to AUTOMATICALLY RENEW ten (10) days before the expiration date to ensure no disruptions occur since URLs will immediately redirect to a landing page if a domain expires. Please note that all payment methods that allow charges to be automatically applied will be charged ten (10) days before the domain's expiration date per the invoice. If your payment method of choice does not allow automatic payments to be applied, payment must be made manually on or before the invoice due date or the domain name may lapse. Should you want to pay using bank transfer then please let a member of the team know so we can monitor accounts to ensure payment has been received and that your domain name is still active.

Charges. The Due Date for Fees for renewed packages is the package renewal date.

Failure to Renew. Accounts that have invoices which are more than five (5) days overdue, will be suspended. If a suspended account is to be reactivated, all the overdue invoices will need to be paid to make it current before the suspension is lifted. Accounts that have invoices more than one (1) month overdue are considered abandoned and will be subject to termination.

3. Responsibility for Payment

You are responsible for all charges, costs, expenses, and other fees ("Fees") associated with your use of the Services once our Services are made available to you. Your first invoice is generated at the time you purchase the Services. An invoice for any Renewal Term is generated a minimum of seven (7) days prior to the first day of the Renewal Term ("Due Date") unless other arrangements have been made or a cancellation request has been submitted from the client portal. You are responsible for the fees and charges set out within the initial web portal invoice you pay on the Effective Date and any other invoice generated for a Renewal Term. If paying by credit card, PayPal Billing Agreement, or any other payment method capable of automatic charge, you will be charged on the Due Date. New services, packages or domains that are ordered and unpaid after seven (7) days will be cancelled.

If the customer fails to pay for services given, DanumHost may assign unpaid late balances to a collection agency for appropriate action. You agree to reimburse DanumHost for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses, if legal action is necessary to collect payment on balances due. The customer may also have their account and related services suspended until full payment has been received by DanumHost Limited which includes all accounts owned by the client/customer.

Price Adjustments. To remain competitive, we occasionally make changes to our plans and pricing. To have your plan updated to current offerings please contact our billing team. We cannot go back and modify invoices that have already been paid but will be happy to modify your plan for new invoices. We will never increase prices by over 99%.

4. Anytime Money Back Guarantee

Under UK consumer law, you have a 14-day cooling-off period for online purchases. Certain Hosting Services carry an unconditional thirty (30) day satisfaction guarantee. To cancel your Hosting Services and receive a refund of our fees, you must contact us via the Client Portal within thirty (30) days from the Effective Date and a refund will be issued.

If you cancel after thirty (30) days from the Effective Date, you will be re-billed at the regular price of our Services (as opposed to any discounted price) and only the difference between the prepaid amount and the re-billed regular price will be refunded.

Refund requests received within one hundred twenty (120) days from the Effective Date will be issued via your usual payment method or placed in your account as available funds. Refunds are not offered for partial months of service. Accounts that are terminated due to violations of our Policies are not eligible for a refund.

All third-party fees, including domain registration fees, setup fees and migration fees, are non-refundable, non-negotiable, and excluded from our Anytime Money Back Guarantee.

For free domain registration promotions, the retail price of the domain will be deducted from any refund amount upon cancellation. You will retain the domain registration.

For packages or bundles which are paid annually, bi-annually or more is entitled to a full credit refund after the first 6 months have passed for the remaining time left on the account before renewal.

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5. Refunds

Accounts that are terminated due to Terms of Service violations are not eligible for a refund. Domain registrations, setup fees and migration fees are not refundable. Service credits have no cash value and are extended at our discretion. Service credits expire if your account is fully terminated.

All refunds are subject to the terms of service for any third-party payment processor and those terms take precedence over the terms in the Terms of Services and our Policies. In the event we are unable to refund any fees or charges via the method of payment, we will use commercially reasonable efforts to return or credit the appropriate funds to you.

If you paid us by PayPal, we would take steps to refund the PayPal account. If you paid us through another payment processor, we would take steps to refund the appropriate fees through that payment processor. If the information we have on file for your account is not up to date, your refund may not be completed. Refund

requests of payments made to DanumHost by bank transfer after one hundred twenty (120) days have passed on a credit card payment will be issued via PayPal only. If you cannot accept PayPal payments, you will not be eligible for a refund via other methods. DanumHost is not responsible for fees deducted from any refund processed by PayPal.

6. Service Credit Eligibility

Customers who at the time of the report of the claimed outage are not current on their invoices for the Services do not qualify for service Credits related to any outages.

Customers who have not paid their invoices on time more than three times in the 12 months preceding the claimed outage are not eligible for service credits.

To deliver a secure high-performance hosting environment, we utilize certain automated systems to limit malicious and resource-intensive activity. In some instances, non-malicious activity can appear to be malicious and trigger our systems, which may limit your ability to use our Services as set forth in Section 3(d)(iii) of the TOS. Such limitations may result in bandwidth throttling or suspension or termination of your account, in our sole discretion. In these situations, any interruption, suspension or change in the availability of the Services will not be considered downtime and will not be eligible for a service credit.

7. Payment Methods; Currencies

We accept payment via PayPal (PayPal account is not required for card payments) and bank transfer. By providing us with your account payment information, you give us consent to charge you on the Due Date of any invoices linked to the account. Please see our invoice for bank transfer banking information.

PayPal and Stripe may keep records of your payment details and automatically process the payment on the renewal date. These may be called payment subscriptions on the first invoice for the product payment and can be cancelled at any time to be paid manually. Refunds are available although please see section (4) and (5) for more information on what can be refunded.

8. Charges for Account Upgrades, Downgrades and Migrations

License. In connection with any data migration, you hereby authorize DanumHost to access your data for data migration purposes. Before requesting Services that may require a data migration to occur, you hereby agree to backup all your data on both the source and the target servers, as appropriate.

Upgrades. When upgrading to a higher-priced hosting plan, we will migrate your account to the new Service at price difference. The data centre migration fee is also waived if you choose to move to a new data centre during the upgrade process. Upgrade requests are processed and effective only after payment for the package price difference is paid.

Downgrades. When downgrading to a lower-priced plan, the difference between the amount of the current package price already paid over the new package price will be placed on the billing account as a service credit. Refunds will not be issued. Please contact the sales or billing department if considering an upgrade or downgrade to determine what options are suitable and to discuss pricing.

Migrations from Other Hosts. All migration-related work is included as a Service for purposes of our Policies. All complementary migrations require the user to provide cPanel account credentials for their previous hosting

environment. Clients who migrate from non-cPanel hosting environments may incur a charge determined by the migration team and assessed based on the complexity of the migration. Non-cPanel accounts may require account details to process the migration.

9. Billing Errors; Chargebacks

If you discover an error on your invoice, please notify us as soon as possible by submitting a ticket to our Billing Department at https://danumhost.co.uk/. We will honour invoice errors if we are notified of them within fourteen (14) days. If more than fourteen (14) days have elapsed, we may decline the refund request. If a refund is in order it will go onto your account as a service credit to be used on a future invoice. Service credits have no cash value.

If at any time you have questions or concerns regarding a charge from DanumHost, please submit a ticket at https://danumhost.co.uk/. Any received chargebacks will incur a fifty pounds (£50) investigation fee on the associated billing account and all services will be immediately suspended pending investigation. DanumHost may reject the future use of payment methods from an account for which a chargeback has been previously issued. Upon receipt of a chargeback or payment reversal, the account related to the payment may be suspended or terminated.

10. Website Development Refunds

a. Non-Refundable Deposit.

- Once the web development project has commenced, the initial 40% payment made is non-refundable. This fee covers preliminary consultations, project planning, and initial development work. Once development has commenced on a WAAS (Website as a Service) project, any payments made up to and including the minimum contract term are non-refundable. This includes costs associated with domain registration, migration, and renewal, as these services involve direct time and resources already committed to the project.

b. Final Payment and Website Deployment.

- Upon completion of the development phase and prior to pushing the website to the live domain, all remaining fees must be paid in full. The website will only be launched once full payment has been received.
- Any agreements to defer final payment must be documented and agreed upon in writing prior to the launch of the website.

c. Changes and Modifications.

- Any requests for changes or additional modifications post-launch may be subject to additional fees, which will be agreed upon in writing.

d. Cancellation Policy.

- If the project is cancelled before the development work has commenced, a full refund of any payments made will be issued.
- If the project is cancelled after the development work has commenced, the initial 40% payment will not be refunded, but any payments made beyond this amount will be refunded based on the amount of work completed.

e. Dispute Resolution.

- Any disputes regarding payment, refunds, or project deliverables will be addressed through formal negotiation, and if necessary, through mediation or arbitration.

f. Acceptance of Terms.

- By engaging in our web development services, you agree to the above terms and conditions regarding our refund policy.

DANUMHOST

Privacy Policy

How DanumHost collects, uses, retains, and protects personal and anonymous information, and your rights under UK GDPR.

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1. Parties

This is DanumHost Limited's ("DanumHost", "we", or "our") Privacy Policy. This Privacy Policy discusses the ways in which we collect, use, maintain and disclose information collected by us from our customers, visitors to our websites, and, in some cases, visitors to our customer's websites ("Users"). Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: https://danumhost.co.uk/knowledgebase/article/policies-terms-of-service .

2. Purpose

The nature of internet business requires us to collect information from Users. While this policy is entitled a "privacy policy," it discusses all the ways in which we use information collected directly or indirectly from our Users, including personally identifiable information gathered by us ("PI") and other anonymous information ("AI") (collectively, "Information"). Information transmitted, collected, processed or which is otherwise provided to us by Users is not necessarily considered by us to be private. Please review this Privacy Policy carefully to determine how we treat this information.

3. Acceptance of the Policy

You accept this Privacy Policy by using our website (located at: https://danumhost.co.uk/, referred to herein as the "Site"), placing an order for Services (as defined in the Terms of Service) with us or joining our email list.

4. Changes to Policy

If we make any significant changes to this Policy, we will notify you by email, post a notice of such changes on the Site or flag our Privacy Policy on the Site as updated. You agree to our use of electronic communications with you for purposes of this Policy. If you do not agree to the changes to this Policy, we will continue to maintain and use PI previously collected in accordance with the Policy in force as of that date.

5. Information that we Collect; Use of Information

Generally. We may use PI as required or permitted by law, including in response to service of legal process (court order, summons, subpoena, and the like). We may disclose PI to law enforcement or regulatory authorities as part of an investigation into activity at the Site (such as a suspected breach). We shall use commercially reasonable measures to limit disclosure and use of such PI. We may use PI in connection with the establishment or defence of legal claims. Any information sent to us will not be deemed to be confidential and may be shared by us with any other individual or entity, regardless of whether you mark it confidential.

Information contained in your customer record. Users who are our customers provide us with their name, address, phone number, username, credit/debit card or bank information and other personally identifiable or confidential information and other information we require to provide Service to them. We may also acquire

information about customers from third parties such as credit reporting agencies, as well as collect information about our customers' use of the Services. This information may be linked to the information provided to us by our customers to create an administrative record and is referred to as "Registration and Billing Information".

User inquiries. Users who contact us with questions may be required to give us additional information to assist us in resolving their questions, or to assist us in our business ("User Inquiry Information").

Anonymous Information. We collect AI regarding your use of the Site, such as computer-related information (browser type you used, your Internet Protocol address, last URL visited, and the date and time of day of your login). We send a "cookie" or "pixel tag" to your computer which contains an identification number that is unique to the computer you are using. You may decline to provide such information to us and/or refuse cookies in your browser, although some of our features or services may not function properly as a result, and some services may not be available. We use this information to enhance the experience of using the Site, to tailor our Site to its visitors, to understand how our Site is used, to investigate and verify proper conduct at the Site, and to monitor the security and integrity of the Site.

Third Party Agents – Access to and Use of PI. We may contract with third parties to assist us in our business, including hosting of the Site, hosting of data (including PI and AI), promotional services, authorization and processing of payments, fulfilment of product orders and processing of returns. Such third parties shall agree with us in writing to maintain your privacy at least with the level of protection set forth in this Privacy Policy.

Unrelated Third-Party Links and Information. Our Site contains links to other websites or other information and materials provided by third parties (by way of example, links to third party social media websites). We do not own or control such other websites or third parties and are not responsible for the information provided at those websites or in such materials. We do not control, and are not responsible for, their privacy policies or the information collected at such third-party websites.

Customer Inquiries. We use customer inquiry information to identify Users personally. It is used throughout our business to provide services to Users, and to market new products and services to Users. Customer inquiry information is shared with third parties in the following circumstances: to identify and fix problems with the Services when we are not capable of doing so ourselves. Providers of third-party products may require us to provide them with customer inquiry information. When Customer Inquiry Information is shared with third parties in these circumstances, the third parties are required to keep this information confidential. Further, entities that provide products to us may have privacy policies that differ from ours. We will be happy to provide you with the names of those businesses that provide Services through us to you, and links to their privacy policies, on your request.

Information about Children. We do not knowingly collect personally identifiable information from children under the age of 13. If a parent or guardian believes that their child under the age of 13 has provided us with personally identifiable information, they should contact us as soon as possible.

Other than in response to a lawful request by public authorities, DanumHost only shares your personal information with third parties who are acting as DanumHost's agents and only uses your personal information for the purposes stated herein (or other purposes stated at the time of collection). Should DanumHost's practices with respect to processing or use of personal information change, DanumHost will provide you with notice (either by means of an amendment to this Privacy Policy or otherwise) and provide you with an opportunity to opt out.

6. Your Access to and Ability to Change PI (Personal Information)

You may request access, updating and corrections of inaccuracies in your PI by contacting us as set out below. For security purposes, we may request PI from you in connection with such access. You may also: (i) modify your information through your customer portal, or (ii) ask that information regarding your inquiries be deleted by contacting us through our contact form at https://danumhost.co.uk/support/contact.

7. Deleting and Retention of PI (Personal Information)

You may request that we delete your PI, and we shall attempt to accommodate such requests. However, we may retain and use PI for such periods of time as required or permitted by law or best business practices.

8. Security

We have implemented technical, physical, and administrative safeguards designed to protect PI against loss and against unauthorized access, use, and disclosure. Passwords are stored on our server in encrypted form. We have personal information retention processes designed to retain personal information as necessary for the purposes stated above or to otherwise meet legal requirements. Unless this Privacy Policy states otherwise, our employees are required to keep the information set out here confidential.

9. Testimonials

Pursuant to our Terms of Service (located at https://danumhost.co.uk/knowledgebase/article/policies-terms-of-service), you may provide us with an Endorsement in connection with your use of the Services. We may, at our discretion, use the Endorsement to promote our Services as specified in our Terms of Service. In connection with our use of your Endorsement, you hereby agree that we may use your first name, last initial, home state, voice, or likeness, and/or contact information in connection with its publication of the Endorsement. If, at any time, you want us to stop using your Endorsement, please contact us using the contact information in Section 19 of our Terms of Service and we will cease using the Endorsement soon after processing your request. You can also leave us a review on Trustpilot by going to https://review.danumhost.co.uk.

10. Privacy Complaints by European Union Citizens

DanumHost is subject to the investigatory and enforcement powers of the Federal Trade Commission. DanumHost complies with the UK GDPR and Data Protection Act 2018 regarding the collection, use, and retention of personal information. For international data transfers, we rely on appropriate safeguards including Standard Contractual Clauses (SCCs) approved by the European Commission and UK adequacy decisions where applicable.

DanumHost remains responsible and liable for the processing of personal information by third parties as described in this Privacy Policy, unless DanumHost proves that it is not responsible for the event giving rise to the damage.

If we transfer your PI to third parties, we will remain responsible and liable to you if the third party processes your PI in violation of applicable data protection laws, unless we prove we were not responsible for the event giving rise to the damage.

Under certain conditions, you may also have the right to lodge a complaint with the Information Commissioner's Office (ICO) in the United Kingdom or the relevant supervisory authority in your country of residence.

Data Breach Notification. In the event of a personal data breach that poses a risk to your rights and freedoms, DanumHost will notify the Information Commissioner's Office (ICO) within 72 hours of becoming aware of the

breach, and will notify affected individuals without undue delay. We will document all breaches, including the facts, effects, and remedial action taken.

Right to Data Portability. You have the right to receive your personal data in a structured, commonly used, machine-readable format and have the right to transmit that data to another controller without hindrance from us.

Automated Decision Making. We do not make decisions based solely on automated processing that significantly affect you. If we were to do so in the future, you would have the right to request human intervention, express your point of view, and contest the decision.

DanumHost commits to resolve complaints about your privacy and our collection or use of your personal information free of charge. European Union individuals with inquiries or complaints regarding this Privacy Policy should first contact DanumHost at:

Mail: enquiries@danumhost.co.uk
Web: https://danumhost.co.uk/support/contact

DanumHost has committed to resolve privacy complaints through appropriate channels, including the Information Commissioner's Office (ICO) in the United Kingdom. For unresolved complaints, you may contact the ICO at https://ico.org.uk/make-a-complaint/.

Please note that if your complaint is not resolved through these channels, you may have the right to lodge a complaint with the relevant supervisory authority in your country of residence.

DANUMHOST

GDPR - General Data Protection Regulation

Our commitment to complying with GDPR and how you can request the personal information we hold about you.

Approved in April 2016 the General Data Protection Regulation (GDPR) is a significant legislative change in Europe relating to the data protection laws since the EU Data Protection Directive 95/46/EC which was introduced in 1995.

The EU General Data Protection Regulation (GDPR) extends the scope of the EU data protection law to all foreign companies processing data in the EU residents. The GDPR also defines a new set of "digital rights" for EU citizens. Here at DanumHost Limited we support GDPR and well endeavour to ensure all our services comply with its provisions by the 25th of May 2018.

Should anyone who requests to view their details to which we hold can do so by raising a ticket for this request to which then this information will then be emailed to the email address registered on their account. You can also do this by purchasing the free add-on from within your account which is called "Personal Information".

Acceptable Use

What is and is not permitted when using our Services, including prohibited content, network stability, and monitoring.

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1. Purpose

Thank you for your business. This is DanumHost Limited's ("DanumHost", "we", or "our") Acceptable Use Policy. This Acceptable Use Policy ("AUP") discusses expectations we have for you and your obligations when using our Services (as defined in the Terms of Service.) DanumHost Limited is in the business of facilitating communication between computer networks. Our goal is to allow our users complete access to everything the Internet has to offer, and to help them build their businesses. This AUP facilitates this goal by governing your use of the Services. Because of the evolving nature of the Internet, our business, and the various ways in which our, equipment, technology or network may be abused, abusive activities not set out in this AUP may still be prohibited. For the same reason, we reserve the right to update this AUP from time-to-time. The most recent version will always be posted here. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: https://danumhost.co.uk/knowledgebase/.

2. DanumHost Policies; Third Party Policies

This AUP and our other Policies are part of your contract with us and governs your use of our network and resources and our provision of the Services (as defined in the Terms of Service.) If you are a customer, you have agreed to abide by our Policies when you checked "I agree" to our Terms of Service. If you are not our direct customer, you agree to abide by this AUP by using the Services provided by or through us.

You are bound by policies from third parties that provide services to you through DanumHost. You are strongly encouraged to review such policies prior to agreeing to be bound by this AUP. We will provide you with additional information about those policies on request.

3. Appropriate Use of DanumHost Services

You are required to comply with the laws of England and Wales governing copyrights, trademarks, patents, and other laws governing your use of the Services and intellectual property.

Our Unmetered term used within our website and other forms of media linking to us refers to an acceptable use the usage of the service it is linked to. Should we identify that the usage is being abused or being used for longer than 24 hours then a charge may be applied. Should this charge not be cleared then suspension of your account will be applied.

All accounts will require a verified email account linked as important and informational information will be sent occasionally. If no email account is verified, we will send this email out 3 times and should the email address still not be linked as verified then account will then be suspended until it has been done. Should an account be suspended, this may take up to 24 hours for the account to be reactivated although we will try to get this done sooner.

4. Prohibited Uses

Unsolicited commercial email, or SPAM, is prohibited. Our network must not be used for mailing lists with over twenty-five (25) recipients per email and you may not send an email to more than one hundred (100) recipients per hour although our network is more than capable of this. If you need to send an email to over one hundred (100) recipients, please contact our Support Team for assistance that can assist with this task to where we can provide you with an alternative service. Even if you send email to fewer than two hundred (100) recipients, we will consider your mail to be unsolicited, or SPAM, if it results in several complaints to us, disrupts our network, or subjects us to unfavourable action by other Internet providers. Please review the UK's Privacy and Electronic Communications Regulations 2003 and ensure that any commercial email you send complies with these regulations. Email that is compliant with UK regulations may still otherwise be prohibited by our AUP. If you believe one of our customers is engaged in spamming, please send an email containing all headers, and your contact information, to: enquiries@danumhost.co.uk.

Certain content is prohibited. You are responsible for any content transmitted, or accessed, using our network. Transmission, storage, or presentation of any information, data, or material in violation of any applicable law or regulation is prohibited. You may not use our network to directly facilitate the violation of any law or regulation or this AUP. The activities listed below are meant to provide you with examples of activities and content that are strictly prohibited by this AUP. Use of our network to host content related to or to engage in the following activities is strictly prohibited.

- Top sites.
- IRC scripts/bots, IRCD (irc servers), AutoSurf/PTC/PTS/PPC sites.
- IP scanners, Brute force Programs/Scripts/Applications.
- Mail Bombers/Spam Scripts.
- File Dump/Mirror Scripts (like rapidshare).
- Anonymous or Bulk SMS Gateways.
- Websites or links to websites advocating human violence and hate crimes.
- Websites promoting illegal activities or linking to other websites that promote illegal activities.
- Gambling or chain letters, regardless of content, and regardless of your citizenship.
- Advertising, advocating or operating High-Yield Interest Programs (HYIP), Ponzi or Pyramid schemes, prime banks programs, Bank Debentures/Bank Debenture Trading Programs, or Related Sites.
- Fraudulent sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com).
- Broadcasting or streaming of live sporting events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc.) or television.
- Bitcoin miners.
- Impersonating another user or otherwise falsifying one's username in email, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet service.
- Dox or posting personally identifiable information such as addresses and phone numbers of individuals with the hope of causing damage or harm to the said person. This does not cover Government officials when providing contact email addresses or the representatives work phone.
- Content that promotes or advocates human trafficking in any way shape or form as determined by DanumHost's sole discretion, sites that promote prostitution, or escort services.

- Network unfriendly activity (eg: attempts to interfere with our network or network connections or which adversely affect the ability of other people or systems to use our network or the Internet).
- Creating, posting, or sending Warez, Roms, CD-Keys, cracks, passwords, serial numbers, Internet viruses, worms or Trojan horses, engaging in denial-of-service attacks, or hosting content that is intended to assist others in defeating technical copyright protections.
- Posting links to prohibited items, facilitating a violation of our Policies, or instructing others in illegal or prohibited activities; and
- Setting up or using (via the Service) proxies, proxy scripts/anonymizers of any kind.
- Using websites where we have identified NULLED/Illegal software to create a website in and or any kind.

If you believe that another customer is using our network in violation of these Policies, please contact us.

Defamation. Websites hosted on DanumHost servers are regulated by the laws of England and Wales. DanumHost's policy is not to remove allegedly defamatory material from websites hosted on our servers unless the material has been found to be defamatory by a court of competent jurisdiction in the United Kingdom, as evidenced by a court order. As a hosting service provider, DanumHost is not a publisher of User content, and we are not able to investigate the veracity of individual defamation claims. We rely on the legal system to provide guidance and to determine whether material is indeed defamatory. If a court of competent jurisdiction in the United Kingdom (including but not limited to the High Court, County Court, or Magistrates' Court) deems material to be defamatory, libellous, or slanderous in nature, we will fully comply and disable access to the material in question in accordance with a court order. Similarly, if a court of competent jurisdiction in the United Kingdom places an injunction on specified content or material being made available, we will comply and remove or disable access to the material in question, per a court order.

Network Stability. Our network is designed to meet and exceed the anticipated needs of our customers, users, and our needs. If we determine that your use of the Services is in breach of our Policies or impairs the stability of our equipment, technology, or network, we may suspend your use of the network, throttle back the bandwidth available for your use, or terminate our agreement with you, in our sole discretion.

Monitoring of Communications. We have the duty and obligation to comply with U.K. law. In certain cases that means that your use of the Services will be monitored. You agree that we are not considered a secure communications medium for the purposes of the UK's Investigatory Powers Act 2016, and that you have no expectation of privacy. From time-to-time we may monitor your use of the network for statistical purposes and to improve the use of our network. Any such monitoring will be done in accordance with our Privacy Policy, located at https://danumhost.co.uk/knowledgebase/, and our Terms of Service can be found at the same location.

Child Pornography. DanumHost takes a strong zero tolerance stance on child pornography, content perceived to be child pornography or child exploitative content. Any website found to host child pornography, link to child pornography or exploitative content will be suspended immediately without notice or warning.

5. Use of Services

IP Addresses. The IP addresses we assign to you are the only ones you may use in connection with the Services. Your use of the Services may be suspended if we determine that you are using other IP addresses. IP addresses are part of your use of the Services and are owned by us and simply assigned to you while you are a customer. We may change these addresses if necessary. IP addresses may not be assigned or transferred and will be recycled by us if you terminate your use of the Services.

Software. We may provide software for you to use while you are a customer. This software is sublicensed to you and may not be further sublicensed or used for purposes other than those expressly permitted in our Terms of Service or our other Policies, and in the documentation provided with the software. You will be given, or given access to, a software license. This license may further restrict your use of the software. We do not provide support for software whether you license it through us or have licensed it independently.

File Storage. Although we do offer an unlimited package where you have unlimited disk space, we do not allow the storage of files over 500mb unless they are deemed to be backups of your site in which case are only allowed to be within your account for no more than 72 hours. DanumHost can assist in your backup's and offers a program to which can assist you with the backup of your data should you need it. Please contact one of our team should you require more information on this.

6. Client Notification

In the event of a violation of any of our Policies, our Compliance Team will take commercially reasonable steps to notify you via email with relevant details about the alleged violation. Compliance with applicable Federal, State, and Local laws, and court orders will also be considered when we respond to alleged violations.

7. Contacting Us

We encourage you to contact us if you believe that someone has violated this AUP. To facilitate this contact and ensure that important matters are responded to and addressed, we have designated specific channels for communicating with us. Individuals who contact us about this AUP, the behaviour of our customers, or for other purposes, are required to provide us with accurate information to enable us to contact them and respond to their requests. We do not respond to anonymous correspondence and will refer individuals who deliberately attempt to mislead us regarding their identity, or the basis for their complaints, to appropriate law enforcement officials. Nothing you send or communicate to us is confidential regardless of whether you claim that it is.

Please send all email correspondence to: enquiries@danumhost.co.uk.

DANUMHOST

Contacting DanumHost

Email addresses, phone number, and ticketing options for getting in touch with DanumHost.

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1. Email

You can contact DanumHost by email. You can see a list our email address below.

- Site Generic – hello@danumhost.co.uk
- General Enquiries – enquiries@danumhost.co.uk
- Billing Department – billing@danumhost.co.uk (available to registered clients only)
- Support Department – support@danumhost.co.uk

2. Registered email

When emailing us you will be able to use your registered email address, we hold for you, and this will automatically create a ticket and link this to your account. Should you email us, and your email address is not registered you can Register to DanumHost by going to https://danumhost.co.uk/login?tab=register. If your email address is incorrect in your profile, you can update this email us at enquiries@danumhost.co.uk where we will ask you additional to confirm you are the account holder.

3. Phone

To call DanumHost you can do so by calling this number. +44 (0) 7999302638.

4. Ticket

To open a support ticket click here.

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Other Information

Details on free months of hosting and free domain name promotions included with certain packages.

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1. Free months hosting

We no longer offer a free month hosting alone although when you purchase hosting of 12 months or more you get at least 1-month hosting for free which will always be used on month 10-12. Should you want to have a trial or our cPanel this is available, and you can find the details for this on our site at https://danumhost.co.uk/knowledgebase.

2. Free domain name

We offer a free domain name on certain TLD's when your hosting is paid for from either 6+ months. Depending on your package this may be 12+ months. For your domain to be included it needs to be a primary domain on your account and be due on or before the renewal date of your package to be included. Domains will be renewed for 1 year at a time and should you require a full refund the cost of the domain will be kept as these are classed as a non-refundable item as this would be something which would be owned by yourself until expiry. If you have any questions in relation to any of this section, please feel free to contact a member of the team by opening a support ticket from your account.

DANUMHOST

Domain Registration & Transfers as per ResellerClub / OpenProvider

The full domain registration agreement that applies to every domain we register or transfer on your behalf, via ResellerClub / PDR Solutions or OpenProvider.

This Domain Registration Agreement ("Registration Agreement") is between you, the person or entity registering a domain or domains, and the Company (as defined below), as the sponsoring registrar, or acting as reseller for the sponsoring registrar identified in the WHOIS record which may be retrieved here. Depending on the top-level domain (TLD) being registered, renewed, or transferred, DanumHost acts as a reseller for one of two ICANN-accredited registrars: ResellerClub or Open Provider N.V. ("OpenProvider"), a registrar based in the Netherlands. For domains sponsored by ResellerClub, and for all customers outside of India, "Company", "we", "us" or "our" shall refer to P.D.R Solutions (U.S.) LLC, and for all customers in India, the same shall refer to Endurance International Group (India) Private Limited. For domains sponsored by OpenProvider, "Company", "we", "us" or "our" shall refer to Open Provider N.V. The sponsoring registrar for your specific domain is always shown in the public WHOIS record for that domain and does not otherwise affect your rights or obligations, as both registrars operate under, and this Registration Agreement reflects, the same ICANN policies described below. By using the Company's domain registration services (the "Services"), you agree to be bound by this Registration Agreement. Please read this agreement carefully.

We may modify, add, or delete portions of this Registration Agreement at any time. In such event, we will post a notice that we have made significant changes to this Registration Agreement on our website for at least 30 days after the changes are posted and will indicate at the bottom of this Registration Agreement the date these terms were last revised. Any revisions to this Registration Agreement will become effective (i) 30-days after the notice for modification, addition or deletion has been posted or (ii) the first time you access or use the Services after such changes. If you do not agree to abide by this Registration Agreement, you are not authorized to use or access the Services.

You acknowledge and agree that the Company may modify this Registration Agreement with or without notice to comply with any terms and conditions set forth by Internet Corporation for Assigned Names and Numbers ("ICANN") and/or the applicable registry administrators ("Registry Administrators") for the top-level domains ("TLD") or country code top level domains ("ccTLD").

1. Our Services

Your domain registration will be effective upon occurrence of all the following:

1. You accept all terms and conditions of this Registration Agreement and the Company's Terms of Service and its ancillary documents.
2. The Company accepts (in its sole discretion) your domain registration application.
3. The Company receives payment of the registration, renewal, and reinstatement fees, as applicable; and
4. The Company delivers the domain registration information you provide to the registry administrator for the applicable TLDs, and the Registry Administrator puts into effect your domain registration application.

2. Limitation of Liability

You understand that the Company does not control all aspects of the domain registration process. For example, once you submit a domain registration, the Company forwards the information contained in the registration to the appropriate Registry Administrator for processing and actual registration of the name. The Company disclaims, and you agree, that the Company is not liable for any inaccuracies regarding the registration information relating to (i) the input of the information by you; and (ii) the input of the information by the Registry Administrator. The Company will not be held liable, nor refund a domain name registration due to spelling errors/typos.

3. Multiple Domain Registrations

The Company, in accordance with ICANN policies, reserves the rights to refuse to register multiple domain registrations.

4. Fees

a. Payment of fees as a condition to domain registration. As consideration for the domain registration service provided by the Company, you agree to pay the Company, prior to the effectiveness of the desired domain registration, all registration and other applicable fees as indicated via the payment method selected at the time of registration. All fees are non-refundable, in whole or in part, even if your domain registration is suspended, cancelled, or transferred prior to the end of your then-current registration term. It is the responsibility of the listed registrant for the domain name to maintain records appropriate to document and prove the initial domain name registration date.

b. Reservation of right to modify fees. The Company reserves the right to modify fees, surcharges, and renewal fees or to institute new fees at any time with 30 days' notice, for any reason, at its sole discretion.

c. Credit card chargebacks for domain registrations. In the event of a charge-back to the Company by the credit card company (or similar action by another payment provider used by us) for the credit card used in connection with the payment of the registration or other fee, you agree and acknowledge that the domain registration shall be transferred to the Company, as the paying entity for that registration to the registry(ies) and that we reserve all rights regarding such domain including, without limitation, the right to make the domain available to other parties for purchase. the Company also reserves the right to lock your account and the remainder of your domains until we receive your payment of any administrative fees and/or chargeback fees. In the Company's sole discretion, we may reinstate your domain registration, subject to the Company's receipt of the registration fee and any administrative and/or chargeback fees described above.

d. Credit card chargebacks for non-domain registration services. In the event of a charge-back by the credit card company (or similar action by another payment provider) for the credit card used in connection with the payment of a non-domain registration fee, you agree and acknowledge that service shall not initiate or will be discontinued, if previously in use, and any information maintained by the service may be deleted along with your account and the remainder of your services being locked until we receive your payment of any administrative fees and/or chargeback fees. In the Company's sole discretion, we may reinstate your services, subject to the Company's receipt of the non-domain registration fee and any administrative and/or chargeback fees described above.

5. Required Domain Registration Information

a. Registration information. As part of the domain registration process and in accordance with ICANN policies, a Registered Name Holder is required to submit, and update within seven (7) days of any change, complete and accurate information, including the following (collectively, the "Registration Information"):

- The domain registrant's name and postal address.
- The domain being requested.
- Administrative contact information, including the name, postal address, email address, telephone number, and where available, fax number of the administrative contact for the domain; and
- Technical contact information, including the name, postal address, email address, telephone number, and where available, fax number of the technical contact for the domain; and
- Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.

b. Additional registration information. In addition, in accordance with ICANN policies, the Company is obligated to submit and keep current, complete, and accurate additional information relating to a domain registration, which may include the following (collectively, "Additional Registration Information"):

- The original creation date of the domain registration.
- The submission date and time of the registration to us and by us to the proper registry.
- Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us.
- Account records for your domain registration, including dates and amounts of all payments and refunds.
- The IP addresses of the primary nameserver and any secondary nameservers for the domain.
- The corresponding names of those nameservers.
- The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain.
- The name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the domain.
- The expiration date of the registration; and
- Information regarding all other activity between you and us regarding your domain registration and related services.

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c. Use of Registration Information and Additional Registration Information. You agree and acknowledge that the Company will make available the Registration Information and the Additional Registration Information to ICANN; to other third-party Registry Administrators such as VeriSign, Inc., Global Names Registry Ltd., Neustar, Inc., Afilias USA, Inc., Global Domains International; and as applicable laws may require or permit. Additionally, you acknowledge and agree that ICANN and the Registry Administrators may establish guidelines, limits and/or requirements that relate to the amount and type of information that the Company may or must make available to the public or to private entities, and the way such information is made available. Further, you hereby consent to all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain (including any updates to such information),

whether during or after the term of your registration of the domain. Moreover, you hereby irrevocably waive all claims and causes of action that may arise or have arisen from such disclosure or use of your Registration Information and the Additional Registration Information.

d. Information updating and accuracy obligations. As a condition to continued registration of your domain, you must provide us with updated Registration Information within seven (7) days of any changes to such information. You may review, modify, or update your Registration Information by accessing the Company's domain manager service, domain management console or similar service, made available at our website. In accordance with ICANN policies, you acknowledge and agree that if you wilfully provide inaccurate information or fail to update your Registration Information within seven (7) days of any change, then you will be in material breach of this Registration Agreement, and we may in our sole discretion cancel your domain registration. You further agree that your failure to respond within ten (10) days to any inquiry by the Company concerning the accuracy of the Registration Information or to contact the Company immediately upon discovery of any wilful inaccuracy (including, e.g., phone number listed as 000-0000) associated with your domain registration shall constitute a material breach of this Registration Agreement and will be sufficient basis for cancellation of your domain registration. You further represent that you have obtained consent from any third-party individuals whose personal data you have provided as Registration Information.

e. Information requirements for renewals. Upon renewal of your domain registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your domain registration may not be renewed.

f. Ownership of data. You agree and acknowledge that the Company owns all database, compilation, collective and similar rights, title and interests worldwide in our domain database ("Domain Database"), and all information and derivative works generated from such Domain Database, which contains Registration Information and Additional Registration Information. You further agree and acknowledge that the Company may use the following information for those domain registrations for which we are the registrar: (a) the original creation date of the registration; (b) the expiration date of the registration; (c) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact, authorized contact, zone contact and billing contact for the domain registration; (d) any remarks concerning the registered domain that appear or should appear in the WHOIS or similar database; and (e) any other information the Company generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. The Company does not have any ownership interest in your specific personal registration information outside of its rights in its Domain Database. The Company agrees to take reasonable precautions to protect your specific personal registration information from loss, misuse, unauthorized access or disclosure, alteration or destruction.

g. Registrant Verification. You understand and agree that Registrar is required to verify the Registered Name Holder's email address within 15 days of any registration, transfer, or change to the Registered Name Holder's contact information. The Domain Name Holder's failure to verify the contact information within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

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In addition, you understand and agree that Registrar is required to verify any changes to any WHOIS contact information within 15 days of any change. The Domain Name Holder's failure to verify such changes within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

6. Domain Privacy Service

a. If you purchased domain privacy services ("Domain Privacy"), you agree that your Registration Information will be replaced in any public WHOIS search with information provided by the Company as determined in its sole discretion (the "Private WHOIS Contact Information").

b. Although the Private WHOIS Contact Information will appear in any public WHOIS search result, you are solely responsible for resolving all monetary, creditor, or other claims that arise in connection with a legal or other dispute involving your domain name registration. Use of the Domain Privacy service in no way alleviates your obligation to provide valid and accurate Registration Information and to update and correct such information pursuant to the terms of this Registration Agreement.

c. The Domain Privacy service is NOT a general mail forwarding service. You agree that you will not provide any third party with the Private WHOIS Contact Information for the purpose of having such third party transmit communications to you. The Company may immediately terminate the Domain Privacy service and, at its sole option, disclose the Registration Information if you breach this Agreement.

d. Notwithstanding anything to the contrary, you agree that the Company may, but is not obligated to, review and forward communications in connection with your domain name that it receives. You hereby authorize the Company to receive, sort, open, forward, and destroy all mail sent to our address at our sole discretion. You specifically acknowledge that the Company is not obligated but may forward to you certified or traceable courier mail (such as UPS or Federal Express deliveries), legal notices, or first class U.S. postal mail; however, the Company will NOT forward "junk" mail or other unsolicited communications (whether delivered through fax, postal mail, or telephone), and you further authorize the Company to either discard all such communications or return all such communications to the sender. You agree that: (i) postal mail may be forwarded via regular mail forwarding or scanned and emailed electronically to the email address listed in the Registration Information; (ii) emails will be forwarded to the email address listed in the Registration Information; and (iii) callers will be directed to use the mailing or email address listed on the Private WHOIS Contact Information and we will forward such mail or email pursuant to the terms of this section; we will not relay phone messages to you. You agree to waive any and all claims arising from your failure to receive communications directed to your domain name but not forwarded or referred to you by the Company.

e. If any domain name for which you are using the Domain Privacy service is transferred to another registrar, Domain Privacy will automatically cease, and no refund will be given for any unused portion of the service.

f. Failure to renew the Domain Privacy service while your domain name registration is still valid will result in the Domain Privacy being suspended, terminated, or cancelled and your Registration Information will be displayed in any public WHOIS search. Domain Privacy renewals after initial purchase will be at the standard list price, which is available by logging in to your account.

g. The Company expressly reserves the right, in its sole discretion and without any liability to you whatsoever, to suspend or cancel your use of the Service and/or reveal the Registration Information in any public WHOIS search

or to any third party at any time without notice to you:

- To comply with any applicable laws, rules, regulations or requirements, or with any subpoenas, court orders, official government inquiries or requests of law enforcement.
- To comply with ICANN's Uniform Domain Name Dispute Resolution Policy;
- To resolve all third-party claims, whether threatened or made, arising out of your use of the Domain Privacy service, including without limitation, to avoid a dispute of any claim that the registered domain name violates or infringes a third party's trademark, trade name, or other legal rights.
- In the event you breach any provision of this Registration Agreement or any other agreement you've entered with the Company, including, but not limited to, the Terms of Service.
- To comply with the rules, procedures, or practices of the registry that governs the domain name extension receiving the Domain Privacy service and to protect the integrity and stability of the applicable domain name registry.
- To avoid any financial loss or legal liability (civil or criminal) on the part of the Company, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors, or employees.
- To prevent inappropriate activity that comes to the Company's attention, including without limitation if you are using Domain Privacy to hide your involvement in illegal or morally objectionable activities, including without limitation, activities that are intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism, or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data, or personally identifiable information.

h. Pursuant to paragraph 3.7.7.3 of ICANN's Registrar Accreditation Agreement ("RAA"), you agree that if you license use of a Registered Name (as that term is defined in the RAA) to a third party, you are nonetheless the Registered Name Holder of record (as that term is defined in the RAA) and are responsible for providing the full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for any harm caused by wrongful use of the Registered Name, unless the Registered Name Holder discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party that provides the Registered Name Holder reasonable evidence of actionable harm.

7. Domain Parking

a. Upon registration, the domain will be automatically placed on name servers provided by the Company, and Internet users that type in the domain will be redirected to a "coming soon" page (collectively, "parking a domain" or a "parked domain"). There is no charge for parking a domain. You hereby consent to and authorize the Company's placement of a "coming soon" page, and its associated contents, on your parked domain. You may change the name server configuration (or "un-park" the domain) after the registration is complete. If you

need to register name servers using the domains that you are currently registering, the names will initially be parked with the Company until you modify the name servers after the domain registration is complete, using your account manager.

b. In the event your domain registration expires, your registration is no longer valid. If you can renew the domain name, you may update the domain to its original settings. After expiration, but prior to renewal, the domain may be pointed to an "expired" page (collectively, "parking a domain" or a "parked domain"). There is no charge for the parked domain. By not renewing the domain, the Company may place an "expired" page, and its associated contents, on the parked domain. You may change the name server configuration (or "un-park" the domain) after the renewal is complete. If you need to register name servers using the domains that you are currently renewing, the names will initially be parked with the Company until you modify the name servers after the domain renewal is complete, using your account manager.

c. The "coming soon" and/or "expired" pages may contain advertisements and other materials selected by the Company, in the Company's sole discretion. This may include, but is not limited to third-party websites, third-party product, and service offerings, and/or Internet search engines. The Company reserves the right to collect and retain all revenue obtained from such advertising and other materials.

d. DNS Wildcard. In the event you utilize the Company's DNS management services and fail to configure a wildcard DNS for your domain, the Company may insert wildcard DNS records to resolve subdomains of your domain that would not otherwise resolve. The Company may point those subdomains to a web page that may contain advertisements and other materials selected by the Company in the Company's sole discretion. This may include, but is not limited to, third-party websites, third-party product, and service offerings, and/or Internet search engines.

8. Registration Renewal

a. Renewal obligations. You are solely responsible for ensuring that all domains and additional services are renewed prior to their expiration, should you so desire their renewal. You may renew your domain at any time before the expiration date. the Company shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

b. You may be notified at the Company's sole discretion when renewal fees are due. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by such other method as we indicate in the renewal form. If your billing information is not accurate, you are solely responsible for the failure to renew.

c. Autorenewal. You agree that if you paid for any services provided hereunder by credit card or other payment service (such as PayPal), you hereby authorize but do NOT obligate, the Company to automatically charge your credit card or payment service account and renew the applicable service(s) on or before their renewal date using the credit card or other acceptable payment information you have provided to the Company, unless you notify the Company that you do not wish to participate in the Company's automatic renewal process. The Company must receive notification of your intent to not renew (opt-out) no later than sixteen (16) days prior to the renewal date. In the absence of such notification from you, the Company will automatically renew, for a period of one (1) or two (2) years, as set forth by the applicable registry depending on the TLD or ccTLD of your domain name, any domain that is up for renewal and will charge the credit card or payment service account you have on file with

the Company, at the Company's then current rates. You are solely responsible for the credit card or other payment information you provide to the Company and must promptly inform the Company of any changes thereto (e.g., change of expiration date or account number). If the credit card or payment service account has expired or is otherwise invalid, you are solely responsible for a failure to renew, and the Company shall not be liable for your failure.

d. Expired domain names. You agree that we may place our contact information in the WHOIS output for any expired domain name, as the failure to renew results in the immediate cancellation of registration and loss of all rights to the domain name. Should you choose not to renew your domain name, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf as an Expired Domain Transfer ("ED Transfer").

e. New customers through domain auction or brokerage partners and/or ED Transfers. If you are registering a domain name that was registered with, and not yet deleted by, the Company at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of an ED Transfer (defined above). You will not be compensated for the inability to use the domain from the time it was expired until the time you are able to use the domain in your account. NOTE: You may not transfer your domain name to another Registrar for sixty (60) days from the date of any previous transfer.

9. Domain Dispute Resolution Policy

You agree to be bound by the appropriate domain dispute resolution policy ("Dispute Policy") applicable to the domain that you have selected, including the Uniform Domain Name Dispute Resolution Policy, which can be found here. The Dispute Policy has been developed by ICANN and/or the specific Registration Administrator(s) and is incorporated by reference in this Registration Agreement. Certain disputes are subject to the applicable Dispute Policy. In the event such dispute arises, you agree that you will be subject to the provisions specified in the applicable Dispute Policy in effect at the time your domain registration is disputed by a third party. You further agree that, in the event a domain dispute arises with any third party, you will indemnify and hold the Company harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. The Dispute Policy may be modified at any time by ICANN or the applicable Registry Administrator, and your continued use of the domain registered to you after any such Dispute Policy modification shall constitute your acceptance of the modified Dispute Policy and this Registration Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled or transferred to a different domain registrar.

For the adjudication of disputes concerning or arising from use of the second level domain ("SLD") name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder's domicile and (2) where registrar is located. In addition, you agree to the rules of ICANN's Uniform Rapid Suspension ("URS") and to submit to any proceedings commenced pursuant to the URS, if applicable.

10. Change of Registrant of Domains

a. Change of Registrant. Effective December 1, 2016, for all gTLDs, any material changes to a domain name registrant's name, company, email address, or to the administrative contact email address (if there is no registrant email address) are subject to ICANN's Transfer Policy (available at

https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en).

b. We are required to deny a change of registrant for any of the following reasons:

- the domain name registration agreement has expired, and the registrant no longer has the right to renew the domain name or to transfer the domain name to another registrar;
- the change of registrant was not properly authorized by the Prior Registrant and the New Registrant; or
- the domain name is subject to a domain name dispute proceeding, including, but not limited to, the following: Uniform Domain-Name Dispute-Resolution Policy (UDRP) (https://www.icann.org/resources/pages/help/dndr/udrp-en); Uniform Rapid Suspension (URS) (https://www.icann.org/resources/pages/urs-2014-01-09-en); Registrar Transfer Dispute Resolution Policy (https://www.icann.org/resources/pages/tdrp-2012-02-25-en); or court orders.
- Unless a change of registrant is otherwise prohibited, the Prior Registrant and the New Registrant, or their Designated Agents, must confirm the change of registrant within 60 days of the request.
- Unless you opt out of the transfer lock when you request a change of registrant, you may not transfer your domain registration to another domain registrar for sixty (60) days following the change of registrant.

c. Designated Agent. You hereby explicitly authorize us to act as "Designated Agent" to approve a change of registrant on behalf of the Prior Registrant and the New Registrant, consistent with and pursuant to the requirements of ICANN's Transfer Policy.

d. Transfer of registration to another registrant. The entity or person named as the "registrant" at the time the controlling username and password are secured shall be the registrant of the domain. You agree that prior to the effectiveness of any transfer of ownership of your domain to another entity, the Company reserves the right to enforce any amount published for the transfer of ownership of a domain. You further agree that, as a condition of any such transfer of ownership of the domain, the party to which you seek to transfer your domain shall agree in writing (electronic acceptance is acceptable) to be bound by the terms and conditions of this Registration Agreement. Your domain will not be transferred until we receive such written assurances (or reasonable assurance as determined by the Company in its sole discretion) and actual payment of the transfer fee, if any is imposed. You acknowledge and agree that if you attempt to transfer your domain registration without paying the Company the amount published for the transfer of ownership of a domain, or if the entity to which you seek to transfer your domain fails to agree in writing to be bound by all terms and conditions of this Registration Agreement, any such transfer will be null and void, and will result in your domain registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain.

e. When changing the name of registrant within the Company, you agree that at the Company's discretion, the domain name may be changed back to the registrant listed immediately prior to the change upon written (email is acceptable) request within five (5) days (or such reasonable time as determined at the Company's discretion) by registrant that was listed immediately prior to change or in the event of suspected fraud in connection with the change of the registrant name as determined by the Company in its sole discretion.

f. Transfer of registration to or from another registrar. When transferring a domain name into the Company as the new registrar of record and simultaneously changing the name of registrant or subsequently changing the name of registrant, you agree that the domain name may be re-transferred back to the losing registrar upon written (email is acceptable) request by registrant that was listed immediately prior to transfer or upon request by losing registrar or in the event of suspected fraud in connection with the transfer as determined

by the Company in its sole discretion. At the time of transfer into the Company, you must complete all required information requested through the online transfer application, i.e., contact information, nameserver information, etc. the Company may elect to accept or reject your domain name transfer application for any reason at its sole discretion. You are not entitled to any refund in relation to the domain name transferred to another registrar.

g. Restrictions on Registrar Transfers. For generic top-level domains governed by ICANN, you agree that you may not transfer your domain registration to another domain registrar during the first sixty (60) days from the effective date of your: (1) initial domain registration or (2) completion of a domain transfer into the Company. If you choose to utilize our transfer lock service, you agree to provide written authorization (electronic acceptance is acceptable) to the Company for the transfer of the domain to another registrar and agree to pay all fees that may be charged by the Company to affect the transfer. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy (available here).

h. For country-code top-level domains, as established by each registry, you agree that you may not transfer a domain to another registrar during the first sixty (60) days of the initial registration or after expiration of the domain. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy (available here).

11. Agents and Licensing

You agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity listed as registrant as a principal to this Registration Agreement, including the applicable Dispute Policy. The name listed as registrant of the domain or the appropriate officer of a listed Organization (at the Company's discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/other listed contacts on that domain (e.g., admin, billing). Further, you agree that if you license the use of the domain registered to you to a third party, you nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Registration Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, you accept liability for any actions of the licensee using the domain unless you promptly disclose the current contact information provided to you by the licensee and the identity of the licensee to any party providing reasonable evidence of actual harm.

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12. Representations and Warranties

In the event that, in registering the domain, you are providing information related to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Registration Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Registration Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the way it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate.

13. Indemnification

a. Indemnification of the Company. You will indemnify, hold harmless, and defend the Company and its subsidiary and parent entities, predecessors, successors, affiliates, and assigns, the Registry Administrators, and all their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arises out of: (a) your breach of this Registration Agreement or any of the Company's policies applicable to this domain registration or related services, (b) the operation of your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy). "Reasonable attorneys' fees and costs" as used in this Section 13 includes without limitation fees and costs incurred to interpret or enforce this Section 13. the Company may, at its expense, employ separate counsel to monitor and participate in the defence of any Claim. The Company will provide you with reasonably prompt notice of any Claim.

b. Indemnification of ICANN and Registry Operators. You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to VeriSign, Inc., Public Interest Registry, Afilias Limited, SITA, NeuLevel, Inc., and NeuStar, Inc.) and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same. Some Registry Operators may not allow this indemnification provision to apply, as contained herein; in such cases, this provision is in effect to the full extent permitted by law as applicable to such Registry Operator.

c. These indemnification obligations shall survive the termination or expiration of this Registration Agreement.

14. Warranty Disclaimer; Limitation of Liability

a. Disclaimer of warranty. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, OR IMPLIED, IN CONNECTION WITH THIS REGISTRATION AGREEMENT OR ANY OF ITS SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WITHOUT ANY LIMITATION TO THE FOREGOING, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN UNDER THIS REGISTRATION AGREEMENT WILL PREVENT CHALLENGES TO YOUR DOMAIN REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF ANY DOMAIN REGISTERED TO YOU.

b. Limitation of liability. YOU AGREE THAT THE COMPANY AND THE INDEMNIFIED PARTIES, AS DEFINED IN SECTION 12(a) OF THIS REGISTRATION AGREEMENT, WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (A) SUSPENSION OR LOSS OF THE DOMAIN REGISTRATION IN YOUR NAME; (B) USE OF YOUR DOMAIN REGISTRATION BY YOU OR OTHERS, WHETHER OR NOT AUTHORIZED BY YOU TO HAVE SUCH USE; (C) INTERRUPTION OF BUSINESS; (D) ACCESS DELAYS, DENIAL OF SERVICE (DOS) ATTACKS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEBSITE(S) YOU ACCESS BY THE DOMAIN REGISTERED IN YOUR NAME; (E) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (F) EVENTS BEYOND THE COMPANY'S OR ANY OF SUCH INDEMNIFIED PARTIES' REASONABLE CONTROL; (G) THE PROCESSING OF YOUR DOMAIN APPLICATION; (H) ANY FAILURES OF ENCRYPTION OR OTHER SERVICES PROVIDED; OR (I) APPLICATION OF THE DISPUTE POLICY.

THE COMPANY AND THE INDEMNIFIED PARTIES ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF SUCH INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S OR ANY OF SUCH INDEMNIFIED PARTIES' MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN THAT IS AT ISSUE FOR THE THEN-CURRENT PERIOD OF REGISTRATION.

15. Term and Termination

a. Term. The term of this Registration Agreement commences on the day you accept this Registration Agreement to the day until the occurrence of any of the following: (a) your domain registration is cancelled; (b) your domain is transferred to a third party; or (c) your domain expires or is terminated (in accordance with Section 15.c, below) (collectively, "Termination"). Your obligation to pay any fees or other amounts under this Agreement which arose prior to expiration or other termination of this Registration Agreement shall survive any such expiration or termination.

b. Domain suspension, cancellation, or transfer. You acknowledge and agree that your domain registration is subject to suspension, cancellation, or transfer (cancellation or transfer collectively referred to as, "Cancellation") (a) to correct mistakes by the Company, another registrar, or a Registry Administrator in administering the domain name or (b) for the resolution of disputes concerning the domain pursuant to an ICANN policy or procedure. It is your responsibility to verify if any domain is infringing anyone else's rights, prior to registration. If the domain name you have registered is found to be infringing on another person's rights, determined in the Company's discretion, the Company has the right to cancel your registration immediately. If you are in wilful violation of our agreement, you will not be entitled to any refund. You also agree that the Company shall have the right in its sole discretion to suspend, cancel, transfer, or otherwise modify a domain registration upon up to seven (7) calendar days prior notice or after such time as the Company receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation, transfer or modification of the domain registration.

c. Termination. The Company reserves the right to suspend, cancel, transfer or modify your domain registration if: (a) you materially breach this Registration Agreement (including the Dispute Policy) and do not cure such breach within ten (10) days of notice by the Company; (b) you use the domain to send unsolicited email, in violation of this Registration Agreement or applicable laws; (c) you use your domain in connection with unlawful activity; or (d) you otherwise violate this Registration Agreement as determined by the Company in its sole discretion. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS ASSOCIATED WITH THE TERMINATION OF YOUR RIGHTS TO THE DOMAIN NAME.

d. Survival. The following provisions will survive Termination or Cancellation of this Registration Agreement: Sections 2, 9, 12, 13, 14, 15 and 16.

16. Additional Terms

a. Personal Data. The Company incorporates its Privacy Policy by reference. Please read our Privacy Policy by clicking here. In addition, you hereby represent that you have provided the Company's Privacy Policy to any person whose personal data you disclose to the Company and that you have obtained their consent to the

foregoing.

b. Governing law; jurisdiction. Except as otherwise set forth in the Dispute Policy with respect to disputes, this Registration Agreement, your rights and obligations and all actions contemplated by this Registration Agreement shall be governed by as follows. Unless you are in India, any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Commonwealth of Massachusetts. If you are in India, any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Republic of India.

Notwithstanding the foregoing, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

c. Arbitration. Your use of the Services is also governed by the following: Unless you are in India, you also hereby agree to the Company's Arbitration Agreement, which is incorporated into this Agreement by reference and can be found here.

Alternatively, if you are in India, the following provision applies to you: All disputes, controversies and differences arising out of or relating to this Agreement, including a dispute relating to the validity or existence of this Agreement ("Dispute") shall be referred to and resolved by arbitration in Mumbai, India under the provisions of the Arbitration and Conciliation Act, 1996; provided that, to the extent a party may suffer immediate and irreparable harm for which monetary damages would not be an adequate remedy as a result of the other party's breach or threatened breach of any obligation hereunder, such party may seek equitable relief, including an injunction, from a court of competent jurisdiction, which shall not be subject to this Section. The arbitration tribunal shall consist of one (1) arbitrator jointly appointed by the parties within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a party to the other. If the parties fail to agree on appointment of such arbitrator, then the arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. As part of the terms of the appointment of the arbitrator(s), the arbitrator(s) shall be required to produce a final and binding award or awards within six (6) months of the appointment of the sole arbitrator (jointly appointed by the parties). Parties shall use their best efforts to assist the arbitrator(s) to achieve this objective, and the parties agree that this six (6) month period shall only be extended in exceptional circumstances, which are to be determined by the arbitrator(s) in its absolute discretion. The arbitral award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The parties agree to be bound thereby and to act accordingly. All costs of the arbitration shall be borne equally by the parties.

d. Notices. You agree that any notices required to be given under this Registration Agreement by the Company to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

e. Relationship. The Company and you are independent contractors, and nothing contained in this Registration Agreement places the Company and you in the relationship of principal and agent, partners or joint ventures. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner

whatsoever.

f. Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Registration Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

g. Severability. If any provision or portion of any provision of this Registration Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

h. Assignment. You may not assign or transfer this Registration Agreement or any of your rights or obligations hereunder, without the prior written consent of the Company and/or without using the Company's domain transfer process in compliance with ICANN's policies. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. The Company may assign its rights and obligations under this Registration Agreement and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Registration Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. You agree that the Company may transfer your domain name from one accredited registrar to another accredited registrar without requiring your consent, to the extent not prohibited by ICANN or applicable registry rules or by applicable law.

i. Intellectual property. Except for your Content (as defined above), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "Company Content"), are the proprietary property of the Company. No Company Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purposes in any form or by any means, in whole or in part, other than as expressly permitted in this Registration Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Company Content. Any use of the Company Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the services and the Company Content granted herein. All rights of the Company or its licensors that are not expressly granted in this Registration Agreement are reserved to the Company and its licensors.

j. Entire agreement. This Registration Agreement, and the attachments and documents referenced herein, including but not limited to the applicable Dispute Policy (as modified from time to time), constitute the complete and exclusive agreement between you and the Company, and supersede and govern all prior proposals, agreements, or other communications with respect to the subject matter hereof.

Appendix 1. Additional Registry Requirements

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge, and agree to be bound by, which incorporates by reference, all agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the TLDs in which you register any domain.

To link to and review the registry policies for the TLD in which you wish to register a domain name, please click here.

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