



## WEB SERVICES TERMS AND CONDITIONS

Relating to <http://www.vistra.com/> ("our site").

This page (together with the documents referred to on it) contains the terms and conditions on which we supply any of the Services (as defined below) listed on [http://www.vistra.com](http://www.vistra.com/) ("our webpage") to you (the "terms"), irrespective of the mode or manner of ordering employed by you when ordering the Services. Please read these terms carefully before ordering any Services from our webpage. You should understand that by ordering any of our Services, you agree to be bound by these terms. We may revise the terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they will be binding on you when you order our Services. For reference, a Definitions section is included within these terms.

You should print a copy of these terms for future reference.

### 1. DEFINITIONS

1.1 In the terms unless the context otherwise requires:

"**Bandwidth**" means the allocated transmission capacity, measured in bits per second, of the network connection as specified in the Contract;

"**Charges**" means the charges as entered on the Order Form and our latest published prices for the Services ordered by you during the Contract term and any further charges outlined in these terms and to be paid by you to us and "**Charge**" shall be construed accordingly;

"**Confirmation**" means an email from us to you confirming acceptance of your offer for purchase of the Services;

"**Contract**" means the contract between us and you, formed in accordance with clause 4, incorporating these terms, a satisfactorily completed Order Form and the Standard Terms;

"**Data Processing Addendum**" means the data processing addendum which can be found at <https://www.vistra.com/gdpr-dpa> (version applicable to Vistra in the United Kingdom);

"**Domain Name**" means the unique name that identifies the internet protocol address used in a URL to identify particular web pages, if applicable, for your Web Site;

"**Fee**" means any administration fee charged by the relevant Registry in connection with the registration, maintenance or renewal of the registration of the Domain Name;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petit patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;



"**Internet**" means the global data network comprising internet connected networks using TCP/IP (Transmission Control Protocol/Internet Protocol);

"**Minimum Contract Term**" means the minimum period of service as specified in clause 11;

"**Order Form**" means the form provided by us on our webpage and completed by you in ordering the Services;

"**Registry**" means the authority responsible for the administration and/or operation of a Domain Name e.g. Nominet for a domain name ending in .uk;

"**Resale**" or "**Resell**" means selling, assigning, licensing or transferring in any way to any third party the Services or any part of them previously purchased from us;

"**Server**" means the computer server equipment operated by us in connection with the provision of the Services and provided to us by a third party who, for the avoidance of doubt, may transfer the Services to different computer server equipment without notice being given to you;

"**Services**" means Domain Name registration, Web Site hosting, Bandwidth provision, business email, Bank and Financial Account services and any other service or facility provided by us and made available for purchase on our webpage to you in accordance with these terms;

"**Standard Terms**" means our standard terms and conditions available [here](#);

"**URL**" means a uniform resource locator, being the full unique address of documents and other resources on the Internet;

"**we**" means Vistra Limited, a company registered in England and Wales under company number 00865285 and with its registered office at First Floor Templeback, 10 Temple Back, Bristol, BS1 6FL and "**our**" and "**us**" shall be construed accordingly;

"**Web Site**" means the area on the Server allocated by us to you for use by you as a site on the Internet and accessed via the Domain Name; and

"**you**" means you the purchaser of the Services.

- 1.2 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

1.3 References to any statute shall include references to such statute as it may after the date of the terms from time to time be amended, supplemented or re-enacted.

1.4 Any reference to a clause shall be deemed to be a reference to a clause of the terms.

1.5 The headings in the terms are inserted for convenience only and shall not affect its construction.

1.6 The words "including", "included" and "include(s)" are not to be treated as words of limitation.

## **2. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBPAGE**

2.1 Where we process Personal Data (as defined in our Data Processing Addendum) on your behalf we shall do so as a Processor (also as defined in the Data Processing Addendum) and on in accordance with the [Data Processing Addendum](#).

2.2

To the limited extent that we may act as a Controller (also as defined in the Data Processing Addendum) of Personal Data (for example, in relation to marketing activities) please refer to the [Data Processing Addendum](#) and our [Privacy Notice](#).

## **3. CONSUMERS**

3.1 Our products and services are not intended for sale to or use by a consumer as defined under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You undertake that you are not a consumer as so defined.

## **4. HOW A CONTRACT FOR THE PURCHASE OF SERVICES IS FORMED BETWEEN YOU AND US**

4.1 After placing an order for Services, by completing the Order Form and submitting it to us, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer from you to us to buy Services. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you a Confirmation. The Contract between us will only be formed when we send you the Confirmation.

4.2 The Contract will relate only to those Services we have confirmed in the Confirmation. We will not be obliged to supply any other Services which may have been part of your order until those Services have been confirmed in a separate Confirmation.

4.3 Any alteration or addition to the details of the Order Form will require the completion of a new Order Form unless otherwise agreed in writing by us.

## **5. OUR OBLIGATIONS**

5.1 Requests relating to the provision of Services are, unless otherwise agreed, to be made or confirmed in writing or by email.

5.2 We will perform the Services with reasonable skill and care and use reasonable endeavours to adhere to any dates proposed by either us or you for the provision of Services, however any such date is to be treated as an estimate only and we accept no liability for failure to

meet such dates.

- 5.3 We will use reasonable endeavours to make available to you at all times the Server and those parts of the Services reliant upon the Server, however it is not practicable to provide such a service uninterrupted, secure or free of faults and we do not undertake to do so. We shall not, in any event, be liable for interruptions of Services or down-time of a Server.
- 5.4 In the event of a fault arising with those parts of the Services reliant upon the Server, you must report the fault by telephone, facsimile or email to our technical support at the appropriate numbers or addresses or other such numbers or email addresses that we may from time to time provide. Upon receipt of the fault report, we will take reasonable steps without undue delay to correct the fault and will use reasonable endeavours to respond to all outstanding issues within 8 Working Hours. "**Working Hours**" means between the hours of 9am to 5pm, Monday to Friday, excluding bank holidays in England and Wales, or as otherwise notified by us.
- 5.5 We will use reasonable endeavours to rectify specified faults or problems but do not guarantee such rectification at all or a time for the achievement of rectification.
- 5.6 We shall not in any event be obliged to correct faults or problems with the Services provided to you:
- (a) in respect of faults or problems directly or indirectly arising from:
    - (i) incorrect use of the Services;
    - (ii) products or services not supplied by us; or
    - (iii) any third party cause;
  - (b) where you are not using the most recent version of any relevant software;
  - (c) where you or any third party modifies the relevant software or attempts to resolve the problem without our authorisation; or
  - (d) if any Charges due are outstanding.
- 5.7 We may:
- (a) temporarily suspend for the purpose of repair, maintenance or improvement, part or all of those Services reliant upon the Server generally without notice;
  - (b) give or update instructions regarding the use of the Services, which in our reasonable opinion is necessary in the interests of safety, or to maintain or improve the quality of the Services and any such instructions shall whilst they are in force, be deemed to form part of the Contract; and
  - (c) vary the technical specification of the Services for operational reasons, we undertake to use reasonable endeavours to restore the Services as soon as practicable after any such suspension.

- 5.8 Any data, information or material generated, stored, transmitted or used in connection with or via the Services may be irretrievably lost or damaged in the event of a fault, suspension or termination of the Services. It is your sole responsibility to back-up all such data, information or material (excluding any Services which provide a back-up capability).

## 6. YOUR OBLIGATIONS

6.1 In entering into a Contract you represent, undertake and warrant that:

- (a) you have the title, power and authority to enter into the Contract;
- (b) in the case of an individual, you warrant that you are at least 18 years of age and if you are a company, you warrant that the Services will not be used by anyone under the age of 18 years;
- (c) you shall promptly pay us all relevant Charges and Fees due under the Contract in the manner requested by us and in accordance with any timeframes laid down by the Contract;
- (d) you will comply with our reasonable instructions and requests concerning the Services;
- (e) your use of the Services will not in any way infringe any third party's Intellectual Property Rights or other rights;
- (f) that you will provide to us any information that we may reasonably require to fulfil our obligations under this Contract, free of charge;
- (g) that all information and materials provided by you to us and to be used in relation to the provision of the Services is accurate and, where applicable, either owned by you or the permission of the owner has been granted for its use in relation to the provision of the Services;
- (h) you will not use the Services in any manner which infringes any law or regulation or which infringes the rights of any third party or which brings us into disrepute, nor will you authorise or permit any other person to do so;
- (i) you will not use the Services to evade paying true tax liabilities;
- (j) in using the Services you will not post, link to or transmit any material:
  - (i) which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;
  - (ii) containing a virus or other hostile computer program;
  - (iii) which is in breach of confidence, constitutes, or encourages the commission of, a criminal offence or which infringes any Intellectual Property Rights or similar rights of any person which may subsist under the laws of any jurisdiction;

- (iv) other than in conformance with the acceptable use policies of any connected networks and any applicable internet standards;
  - (v) which constitutes spam or unsolicited bulk email; or
  - (vi) in breach of any provisions of these terms.
- (k) you shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

## **7. DOMAIN NAME REGISTRATION**

7.1 We will use reasonable endeavours to register the Domain Name with the relevant Registry and notify you of the outcome.

7.2 You appoint us and authorise us to act as your agent for the purposes of registering the Domain Name on your behalf. In particular you authorise us on behalf of you:

- (a) to enter into a contract between you and the Registry incorporating the Registry's applicable standard terms and conditions from time to time in place for the registration of the Domain Name;
- (b) to use our telephone number and email address when making the application for the registration of the Domain Name;
- (c) for the Minimum Contract Term or such other term agreed, as specified in clause 11, to maintain the registration of the Domain Name on your behalf by notifying the Registry of any change to the details held by the Registry, by renewing the registration of the Domain Name, and by settling any Fees, such Fees will be invoiced to you for payment and are due for payment 30 days from their date;
- (d) to make any declaration on behalf of you required by the Registry in connection with the registration or renewal of the registration of the Domain Name; and
- (e) to disclose to the Registry and its agents, all written and unwritten communications to or from you.

If you wish to change any details held by the Registry, you will notify us immediately in writing and, if properly authorised in accordance with these terms, we will contact the Registry accordingly.

7.3 The registration or renewal and use of your Domain Name is subject to the terms and conditions of use applied by the relevant Registry; it is your sole responsibility to ensure that you are aware of the relevant Registry's terms and conditions and that you comply with them.

Under no circumstances will we be liable to you in respect of any refusal to register or renew a Domain Name or cancellation of the Domain Name by the relevant Registry. Any Charge or Fee paid by you to us shall be non-refundable notwithstanding refusal by the Registry to register or renew your desired Domain Name. You are advised to contact the relevant Registries in order to obtain their terms and conditions.

- 7.4 It is your sole responsibility to check our notification of new registrations and inform us immediately if anything is incorrect.
- 7.5 We shall have no liability in respect of the use by you of any Domain Name. Any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled at our discretion and without giving any reason, to withhold, suspend or cancel the Domain Name. We shall also be entitled to make representations to the relevant Registry but will not be obliged to take part in any such dispute.
- 7.6 We give no representation, warranty or undertaking as to:
- (a) our success in registering or renewing the Domain Name with the relevant Registry;
  - (b) the Domain Name being capable of being registered or renewed by or for you (you should therefore not assume registration or renewal of your requested Domain Name(s) until you have been notified by us that it has or they have been registered or renewed, any action taken by you before such notification is at your risk);
  - (c) there being no Domain Name currently registered or registered in the future which conflicts with the Domain Name or which otherwise affects your use of the Domain Name.
- 7.7 We shall not release the Domain Name to another provider of similar services to those provided by us unless full payment of Charges and Fees for that Domain Name and any other Domain Name registered by you has been received by us. You shall not sell any Domain Name for which payment of any relevant Charges and Fees has not been received by us or the Registry.
- 7.8 In relation to the renewal of a Domain Name registration:
- (a) the registration may be renewed provided that you pay the appropriate renewal fee to the relevant Registry on or before the relevant renewal date;
  - (b) it is your responsibility to ensure that you apply to renew the Domain Name registration at least 30 days before the relevant renewal date and provide accurate and up to date contact details;
  - (c) whilst we will use reasonable endeavours to send reminders of relevant renewal dates to you via the most recent email address you have supplied to us, we will not be liable if you fail to renew any registration on time;

- (d) we will use reasonable endeavours to renew Domain Names which by the relevant renewal date you have expressly asked us in writing to renew and have paid any relevant Charges and Fees; and
- (e) we make no representation, undertaking or warranty that a Domain Name registration or renewal applied for has been entered into the relevant Registry database until confirmation has been received by us from the Registry of the registration or renewal.

7.9 We may, at our option, instruct the Registry to invoice you direct for any Fees.

7.10 We may at our sole discretion cancel, suspend, dispose of and refuse to register, release or renew any Domain Name in the event that:

- (a) you wilfully provide inaccurate or unreliable information;
- (b) you wilfully fail to promptly update information provided to us;
- (c) you fail to respond for over 15 days to our enquiries concerning the accuracy of contact details;
- (d) any Charges or Fees due to us from you become overdue; or
- (e) we are required to do so by any competent authority or any applicable laws, statutes, regulations, codes of conduct, whether or not compulsory.

## **8. WEB SITE HOSTING AND BUSINESS EMAIL**

8.1 Connection to the Server is via a fixed telecommunications link or dial up connection. The Contract, unless specifically stated on the Order Form, does not include the provision of telecommunications services necessary for connection to the Server.

8.2 We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.

8.3 You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.

8.4 You represent, undertake and warrant to us that you will use the Web Site and/or email allocated to you only for lawful purposes.

8.5 You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers.

8.6 You shall procure that all email is sent in accordance with applicable legislation (including data protection legislation) and a secure manner.





- 8.7 While we will use reasonable endeavours to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised use or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.
- 8.8 The maximum amount of data transfer allowed (without incurring an excess charge) will be 3GB per calendar month per web hosting account leased or as specified in your account setup letter. The maximum Bandwidth shall not exceed 64kbps at any time without our prior written approval. Any data transfer in excess of these amounts must be agreed in writing in advance.
- 8.9 In the case where an upgrade to services or space is applied for, we do not warrant that we will be able to upgrade all customers or to be able to add additional services. We also reserve the right to deny upgrades and to remove services without notice.
- 8.10 In rare cases, we may find a customer to be using Server resources to such an extent that he or she may jeopardise Server performance and Resources for other customers. "**Resources**" are defined as Bandwidth, memory and/or processor utilisation. In such instances, we reserve the right to suspend that Web Site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our Server. If such circumstances apply to you, you may be offered an option whereby we continue hosting the Web Site for an additional Charge.

## 9. **BANK AND FINANCIAL ACCOUNT SERVICES**

- 9.1 You may use our services to apply to, or ask us to refer you to, a bank or financial institution (the "**Financial Institution**") in order to open a bank or similar financial account (an "**Account**"). You warrant that you have the necessary authority to make the application to the Financial Institution. You acknowledge and accept that, when opening an Account, you will be entering into a direct contractual relationship with the Financial Institution and will be subject to its terms and conditions. You are responsible for ensuring compliance with the Financial Institution's terms and conditions and for the payment of all fees and charges set out in them. We therefore recommend that you carefully review those terms and conditions before applying to open an Account using our services.
- 9.2 As it is not a member of the Vistra group, we have no control over the activities of the Financial Institution and therefore accept no responsibility for the services provided to you by that Financial Institution or for any errors or omissions in its work or products.
- 9.3 We may receive commissions or other benefits for introductions from the Financial Institution. You agree that we can retain any commission or other benefit without being liable to account to you for any such amounts.

## 10. **RESELLING**

- 10.1 Reselling is not permitted without our written consent in advance and will be on such terms and conditions as notified to you in writing.

## 11. **COMMENCEMENT AND MINIMUM PERIOD OF SERVICE**

11.1 The Services shall be provided from the Commencement Date for the period as specified on the Order Form (where completed). When no period is specified on the Order Form the minimum period shall be twelve months (two years for domain name registration services) (the "**Minimum Contract Term**") from the Commencement Date. "**Commencement Date**" shall mean the earlier of:

- (a) the date of connection, which is the date upon which connection from the Server is first live to the Web Site or other such point as agreed by us, from our Server; or
- (b) the date of commencement by us of the Services under these terms.

11.2 In the case where an upgrade service is ordered, this shall run from the date of Confirmation until the expiry of any related Domain Name or other relevant part of the Services provided.

## 12. CHARGES AND PAYMENT

12.1 All Charges payable by you for the Services shall be in accordance with the scale of Charges published from time to time by us on our site or on the Order Form (where completed). Charges are exclusive of 'Value Added Tax' which shall, if applicable, be paid additionally by you at the rate prescribed by law on submission by us of a proper VAT invoice.

12.2 Payment may be:

- (a) by direct debit for our Domain Name registration Service;
- (b) online by credit card (in the event that your order is not accepted, a full refund will be made to the relevant credit card); or
- (c) due 30 days from the date of invoice (where we have agreed credit terms with you).

12.3 Payment must be paid without deduction or set-off and time for payment shall be of the essence.

12.4 All Charges are non-refundable unless stated otherwise in these terms. This clause 12.4 does not affect a consumer's statutory rights to obtain a refund.

12.5 All Charges remain payable whilst provision of the Services is suspended in accordance with these terms.

12.6 You acknowledge that our Services are provided using facilities provided to us by third parties, we shall have the right, subject to 14 days prior written notice to you, to increase our Charges at any time during the Minimum Contract Term or the continuation of the Contract, whether to reflect increase costs to us from such third parties or otherwise. However, if such increase exceeds 10% of the Charge in question prior to such notice you shall be entitled to terminate this Contract by written notice to us given by you within 7 days after service of our notice of increase to you. If you do so terminate, you will remain liable for all Charges (at the previous rate) up to the date this Contract ends.

12.7 All Charges unless otherwise agreed are payable in advance of the provision of Services and if not paid on ordering the Services are payable by any date specified in the relevant invoice. Recurring Charges are payable on connection as defined in clause 11.1 of these terms and

thereafter on or before the same day (the "**Due Date**") of all subsequent months under the Contract term. If payment is not received on or before the Due Date or on the date specified in an invoice raised by us, we reserve the right to immediately withdraw, suspend or limit Services.

- 12.8 Without prejudice to our other rights and remedies under this Contract, if any sum payable is not paid on or before the Due Date, we shall be entitled forthwith to suspend the provision of Services to you. If such a suspension is imposed, you will be liable for a "reconnection" charge at the rate applicable at that time.

### **13. SUSPENSION AND TERMINATION**

- 13.1 This Contract may be terminated by either party (as regards some or all of the Services) on giving at least 30 days' notice to the other expiring on the last day of the Minimum Contract Term or at any time thereafter. If we give notice you shall pay all Charges up to the expiry of the notice. If you give notice, you shall pay all Charges until 30 days after the date we receive the notice or until expiry of the notice, whichever is the later. Your notice does not avoid any other liability for payment for Services already provided.

- 13.2 We reserve the right during the Minimum Contract Term to terminate this Contract (as regards some or all of the Services) by giving to you not less than 30 days prior written notice of termination, in which case you shall pay all Charges up to the expiry of the notice and any other liability for payment for Services already provided.

- 13.3 Either party shall have the right at anytime to terminate this Contract immediately, without prejudice to any pre-existing rights, including in respect of payment of any Charges, by giving written notice to the other in the event that:

- (a) the other party has committed a material breach of any obligation, including any obligation to pay any Charges, under this Contract which breach is incapable of remedy; or
- (b) the other party has committed a material breach of any of its obligations under this Contract and has not remedied such breach (if the same is incapable of remedy) within 14 days of being required by notice so to do; or
- (c) the other party goes into liquidation whether compulsory or voluntary or is declared insolvent or an administrator or receiver is appointed over the whole or any part of that other party's assets or if that other party enters into any arrangement for the benefit of or other compounds with its creditors generally or ceases to carry on business or threatens to do any of these things (or an event occurs within the jurisdiction of the country in which you are situated which has a similar effect to any of these in the UK).

- 13.4 In addition, if you commit or suffer any of the events outlined in clauses 13.3(a) to 13.3(c) above we reserve the right, at our sole discretion and without prejudicing, losing or reducing any other right or remedy, to suspend provision of the Services or any part of them, including partially, temporarily without notice, albeit you remain liable to pay the Charges during the suspension without prejudice to our pre-existing rights.



- 13.5 We may also terminate this Contract or suspend some or all of the Services immediately on written notice in the event that:
- (a) we are required to do so by any competent authority or any applicable laws, statutes, regulations, codes of conduct, whether or not compulsory; or
  - (b) it is, in our sole opinion, necessary to protect us or our customers or the public and/or to minimize our exposure to breach of any applicable laws, statutes, regulations, codes of conduct, whether or not compulsory; or
  - (c) it is otherwise permitted by these terms.
- 13.6 We may also suspend provision of the Services if after due warning you continue to permit such illegal or disreputable use as outlined in clauses 6.1 (h) or (i). If we suspend service for contravention of conditions of clause 6.1 (h) or (i) we reserve the right to refuse to restore provision of the Services until we receive an acceptable assurance from you that there will be no further contravention.
- 13.7 You continue to be liable to pay all Charges which are due for provision of the Services during any period in which the Services or any part of them are suspended.
- 13.8 On termination of this Contract or suspension of the Services we shall be entitled to:
- (a) immediately cease the provision of the relevant Services, which may cause irretrievable damage to or loss of data stored, transmitted or used via or in connection with the Services;
  - (b) destroy data stored, transmitted or used via or in connection with the Services;
  - (c) immediately block your Web Site and remove all data located on it. We shall be entitled to delete all such data but we may, at our discretion, hold such data for such period as we may decide to allow you to collect it at your expense, subject to payment in full of any amounts outstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit.

### **13. NOTICES**

- 13.1 Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing on the Order Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting, or if sent by airmail requiring signature on delivery shall be deemed to be served five days following the date of posting.

### **14. MATTERS BEYOND OUR REASONABLE CONTROL**

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable

control ("**Force Majeure Event**").

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private tel (e) ecommunications networks;
- (f) interruptions to the flow of data to or from the Internet; and/or
- (g) the acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **15. LIABILITY**

15.1 In relation to the Services and to the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity, that are not expressly provided by these terms including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose;
- (b) any liability for any indirect or consequential loss or damage incurred as a side effect of the main loss or damage and which are not foreseeable by you and us in connection with our webpage or Services or in connection with the use, inability to use, or results of the use of our webpage or Services, any Web Sites linked to our webpage and any materials posted on it, including, without limitation any liability for:
  - (i) loss of income or revenue;
  - (ii) loss of business;
  - (iii) loss of profits or contracts;
  - (iv) loss of anticipated savings;
  - (v) loss of data;

- (vi) loss of goodwill;
- (vii) wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise.

- 15.2 This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law, nor does it affect consumer statutory rights.
- 15.3 You acknowledge that we have no control over the information transmitted via the Server and that we do not examine the use to which you put the Services or the nature of the information you are sending or receiving. We hereby exclude all liability of any kind for the transmission or reception of information of whatever nature. Notwithstanding the foregoing, should it come to our attention, we reserve the right to remove any content from the Web Site where we reasonably suspect that such content infringes any applicable laws, regulations or third party rights.
- 15.4 We undertake no liability whatsoever for the acts or omissions of Registries and other providers of telecommunication service or for faults in or failures of their apparatus.
- 15.5 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the total Charges paid by you in respect of the Services which are the subject of any such claim and any losses which are a foreseeable consequence of us breaking the Contract. Losses are foreseeable where they could be contemplated by you and us at the time of Confirmation.
- 15.6 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.

## **16. INDEMNITY**

- 16.1 You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms and all claims (including but not limited to claims for damages, liabilities and costs (including reasonable legal fees)) brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server without limitation.

## **17. WAIVER**

- 17.1 If we fail, at any time during the term of a Contract, to insist on strict performance of any of your obligations under the Contract or any of these terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.



17.3 No waiver by us of any of these terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

## **18. SEVERABILITY**

18.1 If any of these terms or any provisions of a Contract are determined by any competent binding authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **19. ENTIRE AGREEMENT**

19.1 These terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

19.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms.

19.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms.

19.4 In the event of any inconsistency or conflict between the provisions of these terms and the provisions of the Standard Terms, the provisions of these terms will prevail.

## **20. ASSIGNMENT AND SUB-CONTRACTING**

21.1 We may assign the benefit of or sub-contract or otherwise delegate the performance of any of our obligations under these terms to any third party.

## **21. OUR RIGHT TO VARY THESE TERMS**

21.1 We have the right to revise and amend these terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

21.2 You will be subject to the policies and terms in force at the time that you order Services from us, unless any change to those policies or these terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms, unless you notify us to the contrary within seven working days of receipt of such notification in accordance with clause 13).

## **22. LAW AND JURISDICTION**



22.1 Use of these terms, and Contracts for the purchase of Services through our webpage, will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales.