

Terms and Conditions

In the case of .uk Domain Names, the registrant is also subject to the Registry's terms and conditions available via the Registrar's web site (www.aceserve.co.uk/web/).

1 Definitions

Registrant	The customer requesting the registration of a Domain Name and/or other services on their behalf.
Registrar Services	ACES (Adams Computer & Electronic Services) Ltd Any services provided by the Registrar to the Registrant or Authorised Users including but not limited to web hosting, web design, web forwarding, mail forwarding, database facilities, FTP, IMAP, SMTP, software applications etc.
Authorised User	Any user authorised by the Registrant to use the Services provided by the Registrar
Agreement	The binding contract consisting of this document, and any documents or annexes or schedules referred to in this document. In the event of conflict the referenced documents or annexes or schedules will prevail over this document.

2 Term and Termination

2.1 This Agreement shall commence as soon as an order placed by the Registrant is accepted by the Registrar.

2.2 Unless terminated in accordance with its other provisions, this Agreement will continue for the period shown on Schedule A. The Registrar will reasonably endeavour to give the Registrant at least ninety days' notice, and in any event as much notice as it reasonably can, where it does not intend to offer renewal of this Agreement on broadly similar terms and prices.

2.3 Either party may terminate this Agreement by written notice if the other:

- is in breach of any material term, condition or provision of this Agreement or of any material provision required by law;
- OR
- is in persistent breach of any other term, condition or provision and fails to remedy the same within thirty days of written notice;
- OR
- ceases to carry on the business relevant to this Agreement, or receives a court order or passes a resolution for winding-up (other than for the purpose of solvent

amalgamation or reconstruction), or is declared insolvent; or initiates any arrangement or composition with its creditors; or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or is deemed by any relevant statutory provisions to be unable to pay its debts.

2.4 Upon termination of this Agreement, the Registrant and Authorised Users shall promptly cease using any of the services provided by the Registrar. The Registrant will allow the Registrar reasonable access to verify compliance with the foregoing obligation.

2.5 All rights and obligations of the parties under this Agreement will automatically cease upon termination except for such rights of action that have accrued prior to termination and any rights or obligations under this Agreement or at law, which expressly or by implication come into or continue in force on or after termination.

3 Licence Grant

3.1 In consideration of the Fee and subject to the terms and conditions of this Agreement, the Registrar grants the Registrant a non-exclusive and non-transferable right to use the Services and to allow Authorised Users to use the Services for the term set out on Schedule A.

3.2 This Agreement does not assign or transfer to the Registrant any right, title or interest to the Intellectual Property Rights in the Services except for the right to use the Services in accordance with the terms and conditions of this Agreement.

3.3 The Registrant and Authorised Users may not:
copy redistribute, reverse engineer or otherwise use the Services other than for the defined purpose;
sell, resell, sublicense, lease, rent, hire, loan or transfer the Services or redistribute it to any third party

4 Registrant Responsibilities

4.1 The Registrant will:
use the Services only as set out in the user documentation or instructions provided or published and referred to by the Registrar;
use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Agreement;
use all reasonable efforts to ensure compliance by Authorised Users with the terms of this Agreement and with the Registrant's security processes and to prevent and monitor for unauthorised use of the Services. The Registrant shall promptly and diligently investigate any material breach of the foregoing and initiate disciplinary procedures in accordance with the Registrant's standard

practice and shall use all reasonable effort to bring an end to the breach as quickly as possible, to mitigate its effect and to prevent any recurrence;

4.2 The Registrant shall not be liable for breach of this Agreement by any Authorised User if the Registrant has diligently observed its obligations under clause 4.1 and did not cause the breach or knowingly assist or condone the breach after becoming aware of its occurrence.

5 Registrar Responsibilities

5.1 The Registrar warrants that:

it has all authority and rights necessary for the purposes of this Agreement;
the Services have been developed and tested with not less than the skill and care of a competent supplier of similar products;
the Services are owned by or licensed to the Registrar and do not infringe the Intellectual Property Rights or other rights of any third party;
the Registrar cannot warrant that the Services are free from common viruses, spyware, malware, trojan horses and other damaging code or devices but the Registrar confirms that it has applied reasonable efforts to check for and remove the same;
it will use all reasonable endeavours to ensure that updates and new versions do not reduce any material functionality or features of the Services;
the Registrar does not warrant that the Services are error-free but warrants that the Services have been reasonably checked and is not known to contain material errors. The Registrar will promptly correct errors that are discovered by the Registrar or brought to its attention.

5.2 To the maximum extent permitted by applicable law, this warranty is exclusive and is in lieu of all other warranties and representations expressed or implied, including any implied warranty of merchantability or fitness for any purpose. The Registrar will not be liable for any labour charges or other incidental or consequential damages.

5.3 Some states/jurisdictions do not allow exclusion or limitation of incidental or consequential damages and so the above limitations in Clause 5.2 may not apply to you. This warranty gives you specific legal rights. You may have other legal rights which vary from state/jurisdiction to state/jurisdiction.

6 Ownership

6.1 The Services and all associated Intellectual Property Rights remain under the ownership of the Registrar.

7 Fees

7.1 The Registrant will pay the Fee as set out in Schedule A. Unless otherwise shown on Schedule A, Fees are due within thirty days of invoice receipt.

8 Changes

8.1 This Agreement may only be changed by the written agreement of the parties; such written agreement shall state that it is intended to be an amendment to this Agreement. The foregoing applies to renewals and alterations to Fees that are allowed under this Agreement and also to alterations or additions to the Specification.

9 Confidentiality

9.1 The Registrant and the Registrar and the Authorised Users will take all reasonable precautions to prevent unauthorised access to any confidential information or data contained within database tables or other secure location.

10 Force Majeure

10.1 Except for the obligation to make payments properly due, neither party will be liable for delay or failure to perform obligations caused by circumstances beyond its reasonable control.

11 Assignment

11.1 Neither party may assign or transfer all or part of this Agreement, or any of its rights or obligations or appoint any agent to perform such obligations without the other's prior written consent. However, by giving the Registrant not less than sixty days' prior written notice, the Registrar may transfer all of its rights and obligations to a wholly owned subsidiary.

12 Waiver

12.1 Failure by either party to enforce any of the provisions of this Agreement will not represent a waiver of such rights and will not affect the validity of this Agreement nor affect that party's rights to take subsequent action.

13 Jurisdiction

13.1 The parties agree to use the English language for all matters relating to this Agreement.

13.2 This Agreement is governed by English law and subject to the exclusive jurisdiction of the English courts. The United Nations' Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.3 This Agreement represents the entire agreement and understanding between the parties in respect of its subject matter.

13.4 The terms and conditions of any purchase orders, invoices, receipts, acknowledgements or similar documentation put forward by either party in connection with this Agreement, shall have no effect whether or not they are expressly rejected by the party to whom they are presented.

13.5 The Registrant accepts these terms and conditions by using the Services.

14 Severability

14.1 If any competent authority finds any part of this Agreement to be invalid, unlawful or unenforceable, this Agreement will be deemed to be amended to the extent required to remove the competent authority's finding but so as to allow the rest of this Agreement to remain valid and unaffected to the fullest possible extent.

15 Dispute Resolution

15.1 The representatives of the Registrar and the Registrant will have thirty days to resolve any dispute before either party may resort to any other course of action.

Schedule A

Duration

Unless otherwise agreed, the Licence shall run for a period of one year from the commencement of the agreement and will be renewable on or before the anniversary of the commencement to cover the Licence for the following year.

The Licence will automatically be renewed unless either party gives notice in writing at least 30 days before the renewal date of their intention not to renew.

In the case of .uk Domain Names, the Registrar will notify the Registrant within 30 days prior to Domain Name expiry date. The Registrant will be permitted to request renewal of the Domain Name up until the point at which the Registry (Nominet) cancels the Domain. To avoid the risk of the Domain being suspended, the Registrant should request renewal at least 7 days prior to the suspension date (currently 30 days after expiry) and to avoid cancellation of the domain the Registrant should request renewal at least 30 days prior to the cancellation date (currently around 90 days after expiry).

Fee

Unless otherwise agreed, the fee payable will be as set out on the Registrar's web site (www.aceserve.co.uk/web/) or in the case of web design work or software development an amount agreed by the Registrant and Registrar.
