



Terms and Conditions for domain name registrations

Businesswebsite Registration Agreement

In this registration agreement ('Agreement'), the terms 'Registrant', 'you' and 'your' refer to the Registrant of each domain name registration, and the terms 'we', 'us' and 'our' refer to Businesswebsite.com Limited. The term 'Services' refers to the domain name registration services provided by us. Any reference to a 'Registry' shall refer to the registry administrator of the applicable domain. For the avoidance of all doubt, this includes, but is not limited to, Nominet, Directnic and Centralnic.

This Agreement is a contract that sets out the rights and responsibilities of us and all Registrants of domain names through our Services.

1. SELECTION OF A DOMAIN NAME

1.1 You acknowledge and agree that should an inquiry indicate that the desired domain name is available at the time of your application, we cannot guarantee that you will obtain the desired domain name on registration.

1.2 You represent that, to the best of your knowledge and belief the domain name being registered shall not, at any time, be used for any unlawful purpose, and that neither the registration of the domain name nor the manner in which it is directly or indirectly to be used, infringes upon the legal rights of a third party. You hereby acknowledge that we are not responsible for determining whether your use of our Services infringes upon the legal rights of others.

1.3 Registration or reservation of your desired domain name does not prevent objection to the registration, reservation or use of said domain name.

2. FEES

2.1 You agree to pay to us the applicable fees as set out on the pricing page, order confirmation, or as otherwise communicated to you as consideration for the Services prior to the use of a desired domain name registration or any renewal thereafter ('Fees').

2.2 All Fees payable under this Agreement are not refundable, even in the event your domain name registration is cancelled, suspended, or transferred before the end of the registered term.

3. ACCOUNT & WHOIS INFORMATION

3.1 You must create an account with us in order to make use of the Services ('Account').

3.2 In addition to the Fees for the Services as stipulated in Clause 2 of this Agreement, you hereby agree to the following:

3.2.1 to provide up-to-date, accurate information about you as required by the registration process ('Account Details'), and

3.2.2 to ensure that all Account Details provided are maintained and updated as required by the provider or to our request in order to keep it accurate and complete. Not providing requested

information may prevent you from obtaining all Services.

3.3 You hereby confirm that all Account Details provided by you to us are true. Failure to do so for any reason will amount to a material breach of this agreement and we reserve the right to terminate your Services immediately upon such breach without notice and without any refund to you.

3.4 The nature of information you are required to provide may change and you must provide such information when requested.

3.5 You are responsible for regularly monitoring correspondence sent to the email address you provide to us in your Account Details. Any correspondence from us to you will be sent to this address and there may be consequences relating to charges or the loss of your rights to the domain name(s) or Services if you do not monitor such correspondence and respond accordingly.

4. SERVICES

4.1 Domain Registration:

4.1.1 We are BUSINESSWEBSITE.com Limited, Nominet Tag Name WHIT Tag Classification: Channel Partner

4.1.2 Domain name registrations only become effective when the registry administrator puts them into effect. Domain name registrations are for limited terms which end on the expiration date.

4.1.3 We are neither responsible nor liable in any way for actions by the registry administrator arising out of or related to any request in relation to a domain name registration, including any errors or omissions.

4.1.4 You acknowledge that domain name registration is a service and your use of such service does not create a property interest and you have no such property interest in any domain name(s) which you have registered with us.

4.2 You acknowledge that your registration of any domain name is subject to cancellation, suspension, or transfer by any Nominet or Directnic procedure which is either currently in effect or that which may come into effect at a later date by any Registry procedures approved by a Nominet policy or any policy adopted by any regulatory governing body, or as a result of any legal obligations.

5. TERM

5.1 The term for newly created and registered domain names begins on the date the domain name registration is acknowledged by the applicable registry.

5.2 The term for existing domain name registrations (transferred or otherwise) begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry.

5.3 This Agreement will remain in effect during the term of your domain name registration as selected, recorded and paid for at the time of registration or any renewal thereof.

6. SUSPENSION & TERMINATION

6.1 We may immediately terminate the Agreement or at our option, or any part of it, by notice in writing to you if you fail to pay to us any sum due under the Agreement on the due date for payment.

6.2 Either party may terminate the Agreement or, at their option, any part of it, forthwith by 1 months notice in writing to the other party:

6.3 You have the right to cancel the Agreement within 7 days at no additional cost;

6.4 You can exercise this right to cancel by contacting us through our support site.

6.5 Should your domain be transferred to another registrar or provider of the Services, the terms and conditions of this Agreement shall cease to apply from the date of transfer.

6.6 If the Services are terminated or suspended we reserve the right to make ourselves or a third party the beneficiary of the same Services previously received by you.

6.7 If we have grounds to terminate or suspend your Services with respect to one particular Service provided through your Account, we may terminate or suspend all Services provided through your Account. No fee refund will be made when there is a suspension or termination of Services for a material breach of this Agreement.

7. RENEWAL OF SERVICES

7.1 We will notify you via an email message when renewal fees are due, but you acknowledge that this is not a binding commitment on our part. Should these fees go unpaid, you will become liable for such fees for the Services. We reserve the right to cancel or suspend as per the provisions of this Agreement.

7.2 If you have a web site with us, the Services will be automatically renewed, we will renew the Services a reasonable time before expiration and bill you shortly after renewal.

7.3 If you do not have a web site with us, we will contact you via an email message asking if you would like to renew your services with us. If you do not respond or pay the fee, the services will be cancelled.

7.4 We may contact you to update your billing information in the event that an attempted transaction is not processed successfully.

7.5 It is your responsibility to;

7.5.1 keep your own records regarding registration information of your domain name;

7.5.2 maintain your own reminders regarding when your Services are set to expire;

8. EXPIRY OF DOMAIN NAME REGISTRATION

8.1 Immediately after the expiration of the Service but before deletion of the domain name in the database of the applicable registry, we may;

8.1.1 re-direct the domain name IP address (or addresses) and name servers designated by us as we see fit; or

8.1.2 leave your WHOIS contact information for the expired domain name intact.

Reactivation

8.2 For generic Top Level Domain Names, a period of approximately 35 days after the expiration of the registration term of a domain name is available to provide a procedure to renew expired domain names. We are not obligated to offer this service and may charge a fee for the same at our sole discretion.

8.3 All risk remains with you should you allow the original term of domain name registration to expire and subsequently attempt to renew the Service. We shall not be liable for any loss arising out of such action not to offer or provide reactivation.

8.4 Expired domain name services may be available to third parties and expired domain name registration services may be re-registered to any party at any time.

8.5 After the period set out in clause 8.2, we will discontinue your domain name registration services at any time thereafter without notice. We are not obliged to notify you that your Services are being discontinued.

Domain Transfers

8.6 YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER OF A DOMAIN NAME AT ANY TIME DURING THE REGISTRATION TERM.

9. MODIFICATIONS TO THIS AGREEMENT

9.1 You acknowledge that we may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with our agreements with Nominet or ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances and regulations.

9.2 Your continued use of the domain name registered and the Services will be deemed to constitute your acceptance of this Agreement with any revisions.

9.3 If you do not agree to any amendments, you may request that your domain name registration be cancelled or transferred to another registrar in line with the terms of the Agreement and you acknowledge and accept that such cancellation or request for transfer will be the only remedy in this respect.

10. DOMAIN NAME DISPUTES

10.1 You hereby acknowledge that you will be bound by all ICANN policies and any other policies of the relevant Registry. This includes, but is not limited to, the UDRP, available at <http://www.icann.org/udrp/udrp-rules-24oct99.htm> and <http://www.icann.org/dndr/udrp/policy.htm>.

10.2 The UDRP may be changed by ICANN (or ICANN's successor) at any time. If the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the UDRP at the time your domain name registration is disputed by the third party.

10.3 Should a domain name dispute arise with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP. If you or your domain name are the subject of litigation, we may deposit control of your domain name record into the registry of the judicial body by providing such party with a registrar certificate

UK Domain Disputes

10.4 Please refer to our web site; <http://businesswebsite.com/domain.php> for links and documents referring to UK domain names.