

DOMAIN REGISTRATION TERMS AND CONDITIONS – SUPPLEMENTAL TO VSL.2017.TC.01

21 JULY 2017

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of Domain Registration which you may have chosen via this website, <https://www.vservices.com> (“Our Site”). Please read these Terms and Conditions in Conjunction with Website Terms and Conditions, where conflict arise most stringent apply, carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Content”	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
“We/Us/Our”	means vServices Limited, a company registered in England under 09441070, whose registered address is 18 Palm Court, Alpine Road London NW9 9BQ and is operating from Office # 109, 85 Tottenham Court Road Fitzrovia London W1T 4TQ.

2. Information About Us

2.1 **Our Site, <https://www.vservices.com>, is [owned and] operated by Our Site, <https://www.vservices.com>, is [owned and] operated by vServices Limited [a limited company registered in England under 09441070, whose registered address is 18 Palm Court, Alpine Road London NW9 9BQ and is operating from Office # 109, 85 Tottenham Court Road Fitzrovia London W1T 4TQ.**

3. Access to Our Site

- 3.1 Access to Our Site is free of charge. No part of Our Site requires payment of any kind in order to access or use it.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

4. Domain Name Registration

- 4.1 vServices Limited holds the rights of registration of domain names and resell, the names can be disclosed upon request at Director(s) vServices Limited at info@vservices.com, you enter into a contract of registration with us (vServices Limited) once aboard. The contract includes conditions limiting our liability and relating to our use of your personal information. This contract is just for the domain name and separate to any arrangement you may have with any other organization for providing internet services. Terms and Conditions of Domain Name Registration - effective from 6 February 2016.
- 4.2 We will carry out the general duties that we believe includes among other things:
- 4.2.1 processing your application to register or renew a domain name in the light of our rules, and your right to renew;
 - 4.2.2 maintaining overall ownership, control and responsibility for the register;
 - 4.2.3 if the domain name is not in a special status, entering details about the domain name into our name servers; and publishing procedures for you to renew the domain name and for recording a transfer, surrender or change of agent for the domain name.
- 4.3 You have various responsibilities set out generally in this contract, which include but not limited to:
- 4.3.1 give and keep us notified of your correct name, postal address and any phone, fax or e-mail information and those of your contacts (if you appoint any, see condition 5.2. This duty includes responding quickly and correctly to any request from us to confirm or correct the information on the register;
 - 4.3.2 notify us at once about any court proceedings which involve the domain name; and
 - 4.3.3 notify us of the details of name servers for the domain name which you are allowed to use and which respond promptly and correctly about the domain name at all reasonable times.
 - 4.3.4 Agents, representatives and security
- 4.4 For the security of your domain name we have the following procedures to try to make sure that our instructions come from you or someone allowed to act on your behalf.
- 4.4.1 We do not have to take any action, or make any change to the register, until we are satisfied that we have received a valid request from the right person.
 - 4.4.2 You will help us with our security checks, provide any identification or documentary evidence we reasonably ask for, and allow us to keep copies of those documents for our files.
 - 4.4.3 If you have an identifier (for example, a password, a token, personal information or a code) to use with us or our systems, you must keep it secret and safe because we will be allowed to assume that any action done or asked for using that identifier or a product of it was done or asked for by you or by someone authorized to act for you. We will be entitled to enforce procedures for dealing with lost, cancelled or insecure identifiers.

- 4.4.4 Your agent acts on your behalf in registering and maintaining the registration of the domain name so that, unless the matter relates to something covered by general terms and conditions, any communication to or from your agent is taken as being to or from you. You should always contact your agent first with any request or question about your domain name or changes to it, as we will only act if we are satisfied that your agent cannot or will not. Be aware that your agent may be entitled to discounts on our fees so it may be cheaper for you to go through them.
- 4.4.5 We will publish on our website from time to time certain activities which your agent is not allowed to do on your behalf or where we want to deal with you directly (or both).
- 4.5 A domain name is not an item of property and has no 'owner'. It is an entry on our register database reflected by our name servers which we provide as part of this contract. As a result:
- 4.5.1 We will not be bound by, or record on the register, any mortgage-related obligations;
- 4.5.2 We own and keep all copyright and database rights in the register; and you should not rely on the registration or continued registration of the domain name until we confirm that any application you make has completed and you confirm that your correct name is recorded in the register for the domain name.
- 4.6 WHOIS address opt-out without notifying you. By registering a domain name, you agree to us using your personal data. you agree to be bound by the DRS policy and DRS procedure; and if there is a dispute, the version of the DRS policy and DRS procedure which applies at the time that proceedings under the dispute resolution service start, until the dispute is over. We (including in this case our directors, officers, staff of all types and any expert) will not be liable to you or anyone else for anything done or not done in connection with any proceedings under the dispute resolution service, unless the act or lack of action is shown to have been in bad faith; and be asked or forced to reveal information or materials which we gained as a result of the informal mediation stage of the dispute resolution service, unless ordered by a court with relevant jurisdiction.
- 4.7 We may cancel or put the domain name into a special status by notifying you if we receive independent proof that you have provided significantly inaccurate, not correct, unreliable or false contact details (including names), failed to keep your contact details up to date, or failed to give us those details at all; you have broken terms and conditions listed herein; the domain name is being used in a way that is likely to endanger any part of the domain name system or our systems and internet connections; or you have broken any of the conditions (including the rules, DRS policy and DRS procedure) and (in the case of a matter which it is possible to put right and which is not covered by condition 6.3, 16.1 to 16.3 or 17) you do not put it right within 30 days of us notifying you.
- 4.8 We may (but do not have to) transfer, cancel, alter or amend the domain name, put it in a special status or prevent its renewal: on your instructions (including the absence of instructions to renew - see condition 20), or by someone apparently acting for you; if we reasonably believe that the contact details on the register for you are so inaccurate or false that we would not be able to notify you of the change;

- 4.8.1 if we reasonably believe that the changes to update the register or to correct any error, ambiguity or inaccuracy relating to the domain name registration (including any error in making the domain name available for registration or an error in a previous cancellation of the domain name) would make it more accurate;
 - 4.8.2 if you withdraw your permission for us to process your personal data for any or all of the purposes described in Website Terms and Conditions;
 - 4.8.3 to carry out the decision an expert has made under our dispute resolution service; or
 - 4.8.4 if we receive a complete and valid court order which we or you (or both) must obey, or if not making the changes the court orders would be a contempt of court by us or you.
- 4.9 If you are an individual, this contract will end if you die and the person legally appointed to deal with your assets after you die does not transfer the domain name (either to themselves or someone else) within a year of your death (or the end of their appointment, whichever comes first).
- 4.10 If you are not an individual, this contract will end if you complete a liquidation or disbandment process or otherwise no longer exist, even if (where possible) you are later restored by an official or court order or decision.
- 4.11 Unless ended earlier under this contract or we are given different instructions, we will enter your domain name on the register for two years. Some agents are authorized to enter your domain name on the register for a number of years from one year to ten years.
- 4.12 We may transfer our rights and responsibilities under this contract to anyone else. If you want to transfer your domain name to someone else, you must, as well as any general requirements in this contract:
- 4.12.1 use our current published transfer process; and
 - 4.12.2 make sure that the person taking over the domain name accepts what remains of this contract in full.
 - 4.12.3 If you do not transfer your domain name, there will be no valid transfer of this contract and domain name, and no document or agreement attempting or claiming to transfer the domain name or this contract (or both) will have any effect.
- 4.13 If you are a consumer, you may have a right to cancel this contract under the Consumer Protection (Distance Selling) Regulations 2000 or similar laws amending or replacing it. The right must be claimed within seven working days of the start of the services (which include security-check work). If this happens, we will cancel this domain name and provide you or your agent (depending on who paid us) a full refund within 30 days. If we pay your agent, you may still have to get a refund from them.
- 4.14 Exclusions and limitations of liability
- 4.15 Please note the explanation about liability at the beginning of this contract. However, nothing in these terms limits or excludes our liability for fraudulent misrepresentation or death or personal injury caused by our negligence.
- 4.16 By registering the domain name, we are not acknowledging that you have any rights in any words within the domain name, and we are not authorizing you to

use the domain name as part of a business.

- 4.17 We will not be liable to you whether under contract law, the legal rules about duties to other people (known as the law of 'tort') including negligence or otherwise, for:
- 4.17.1 any loss of profit, revenue or other type of economic loss (whether direct or indirect);
 - 4.17.2 loss of business or contracts;
 - 4.17.3 loss of expected savings or goodwill; or
 - 4.17.4 any losses which a court categorizes as 'consequential', or 'indirect' arising out of or in connection with the contract, including but not limited to:
 - 4.17.4.1 any mistake or missing information in the register; and
 - 4.17.4.2 loss of registration or use, or both (for whatever reason and whether temporary or otherwise), of the domain name.
- 4.18 The law normally implies terms into contracts, but you and we agree that, as far as the law allows, they do not apply to this contract.
- 4.19 Our total liability to you, whether under these conditions or otherwise (including liability for negligence), will be no more than £1,000.
- 4.20 If you are a consumer, your statutory rights are not affected - for information contact your local authority Trading Standards. Department or your citizen's advice bureau.
- 4.21 If a court rules that any of these conditions is not valid or cannot be enforced, the other conditions will continue to be valid and enforceable. This contract does not give you any legal rights against other people who have registered domain names or give other people rights against us for any reason.
- 4.22 The internet is constantly changing and developing. As a result of this, we reserve the right to make reasonable changes to the terms of this contract (including the DRS policy, DRS procedure and rules) at any time during the term of the contract. We will only do so when we have good reason. Unless we are acting because of a legal requirement or a court order, the change will only be made after we have consulted publicly. We will publish a notice in advance (ideally, 30 days in advance) on our website <https://www.vservices.com> and provide a link from the main page. The changes will apply from the date shown in the notice. You should visit our website regularly to find out about any changes. If you do not agree with any change to the conditions, you may notify us that you want to end the contract in at least 30 days' time. In this case, we will give you a proportionate refund of the registration for the remaining period.
- 4.23 Our address is
- vServices Limited
Registered Address: 18 Palm Court, Alpine Road, London, NW9 9BQ
Business Address: Office # 109, 85 Tottenham Court Road Fitzrovia London W1T 4TQ.
e-mail: info@vservices.com. Our offices are open from 9am to 5.30pm (UK local time) Monday to Friday, except for public holidays.
- 4.24 Except as set out in this Contract, or in the DRS policy and DRS procedure, any

notice to be given under the contract will be considered to have been served if hand-delivered, or sent by prepaid post, fax or e-mail, to you, your agent or representative at any postal or e-mail address or fax number on the appropriate register entry (if to us, at any of the addresses above); and apply from the date it was delivered, or if not delivered the date it was sent or posted.

- 4.25 This contract is a legally binding document. You should read it carefully and make sure that it contains everything you want and nothing you are not prepared to agree to. These conditions, together with the rules, DRS policy and DRS procedure, are the entire contract between you and us for the domain name, and replace all previous contracts, understandings and representations about this domain name, whether spoken or written. We deal with a large number of domain names and we rely on you or other people to tell us about any changes to your personal information or status. This means that sometimes we continue to list a domain name or accept instructions even after this contract has ended, or should have been ended. Nothing we do, or do not do, during that period stops the contract from ending, stops us from ending it, or acts to create a new contract.

5. **Disclaimers**

- 5.1 The Content on Our Site does not constitute advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action to information/activity to which the website relates..
- 5.2 We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 5.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

6. **Our Liability**

- 6.1 To the fullest extent permissible by law, we accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.
- 6.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 6.3 If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 6.4 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to

on Our Site.

- 6.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 6.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

7. **Data Protection**

- 7.1 Any and all personal information that We may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.
- 7.2 We may use your personal information to:
- 7.2.1 Reply to any communications you send to Us;
 - 7.2.2 Send you important notices, as detailed in Clause 14;
 - 7.2.3 For details refer to Our Site for Data Protection Policy.
- 7.3 We will not pass on your personal information to any third parties.

8. **General Terms and Conditions**

- 8.1 Terms and Conditions published website <https://www.vservices.com> or notified to you through communication from us apply. You are required to read them carefully, with full attention, and keep checking our website <http://www.vservices.com> for updates.

9. **Law and Jurisdiction**

- 9.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 9.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 9.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.