

## STANDARD TERMS AND CONDITIONS FOR DOMAIN SERVICES

## 1. DEFINITIONS

Words & expressions which appear in this Agreement have the following meanings:

**Agreement** means in relation to a Domain Service these Domain Service Standard Terms and Conditions, any relevant Service Specific Terms and the relevant Order Form;

**Applicable Anti-Bribery Law** means any bribery or fraud or other similar corruption law of any relevant country, including the Bribery Act and the US Foreign Corrupt Practices Act 1977;

**Associated Person** means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors;

**Bribery Act** means the UK Bribery Act 2010 (as amended from time to time);

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Charges** mean all charges due to the Service Provider by You as set out in the Order Form or otherwise due to the Service Provider in accordance with this Agreement;

**Confidential Information** means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 26;

**Data Controller, Data Processor, Data Subject, Process/Processing, Personal Data, Personal Data Breach and Special Categories of Personal Data** will have the same meaning as given to them in the Data Protection Laws;

**Data Protection Laws** means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1998 (and, from 25 May 2018, Regulation (EU) 2016/679 ("GDPR") and the Data Protection Act 2018), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

**Group** means the corporate group comprising the Service Provider and each of its holding companies or subsidiaries from time to time and any subsidiary of any such holding company. The terms "subsidiary" and "holding company" having the meanings ascribed to them by section 1159, 1161 and 1162 of the Companies Act 2006, as amended;

**ICANN** means Internet Corporation for Assigned Names and Numbers. A California non-profit, public benefit corporation;

**IPRs** means any intellectual property rights of any nature including without limit any and all inventions, patents, utility models, design rights, copyright, database rights, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;

**Law** means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a Party is from time to time subject;

**Minimum Period** means twelve months from the Service Commencement Date, or such period (calculated from the relevant Service Commencement Date as above) as stated on the Order Form;

**Order** means the Order Form for the Services issued by the Service Provider and completed & authorised by You and any further Order(s) placed by You to which these terms and conditions apply;

**Order Form** means the Customer Order Form, which may be in a form provided by the Service Provider or any additional order information agreed by the Parties in writing (including e-mail), accepted by the Service Provider to order the Service subject to the Agreement;

**Party** means each of the Service Provider and You (and reference to the Parties shall be construed accordingly);

**Renewal Term** means a period equal to that of the Minimum Period or as set out in the Order Form;

**Service(s)** means the service(s) described in the relevant Order Form and additionally set out in any Service Specific Terms;

**Service Commencement Date** means the date the relevant Service is available for use by You;

**Service Provider** means Netcentrix Limited (company number 03076196);

**Service Provider Website** means [www.netcentrix.com](http://www.netcentrix.com) or such other address as is notified to You from time to time. For the purposes of the Agreement any website or webpage referred to or accessed via a link from the Service Provider Website shall be deemed incorporated into the Service Provider Website;

**Service Specific Terms** means any additional Terms and Conditions relating to a particular Service;

**Services Charges** means the fees identified as such in the Order Form;

**Set-up Charges** means the fees identified as such in the Order Form;

**Signed** means the Agreement being physically signed by both Parties, electronically signed by both Parties, the point at which the Service Provider explicitly accepts an order in writing (including by e-mail), or the point at which the Service Provider begins to fulfil any such Order (whichever is the earlier).

**Third Party Provider** means the supplier/provider the Service Provider uses to supply any part of the Service.

**You/Your** means the customer with whom the Service Provider makes the Agreement as set out in the Order Form, or where appropriate, any person representing You if it appears to the Service Provider that such person acts with Your authority or permission.

**Your Data** means the data inputted by You, or the Service Provider on Your behalf for the purpose of using the Services or facilitating Your use of the Services.

## 1. References in the Agreement

## 1.1 References in the Agreement

1.1.1 to a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time;

1.1.2 to a "person" includes any company (as defined in Section 1 Companies Act 2006), firm, body corporate or corporation (as defined in Section 1173(1) Companies Act 2006) or person, partnership or organisation;

1.1.3 to a Party includes its respective successors and permitted assigns and their respective employees and agents; and

1.1.4 to any word in the singular include the plural and vice versa.

1.2 References in these Domain Service Standard Terms and Conditions to Clauses are unless otherwise stated to Clauses in these Domain Service Standard Terms and Conditions.

1.3 Headings are for convenience only and do not affect the interpretation of the Agreement.

1.4 Where in the Agreement You agree not to do any act or thing You also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing. Where in the Agreement You specifically acknowledge any provision or statement, You are deemed to agree to such provision or statement.

1.5 A reference to a third person or third party is a reference to a person who is not a Party.

1.6 The words 'include', 'including', 'for example' or 'such as' are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.7 In the event of any conflict, ambiguity or inconsistency between these Domain Service Standard Terms and Conditions, the Order Form, the Service Specific Terms and any other document referred or attached, the following order of precedence shall apply:

1.7.1 the Domain Standard Terms and Conditions;

1.7.2 the Order Form;

1.7.3 any other document referred to or attached.

## 2. AGREEMENT

2.1 To order Services You must complete and submit the relevant Order Form.

2.2 A binding contract shall arise when the Service Provider accepts the relevant Order Form, and the Order Form is then Signed by both Parties

2.3 The Service Provider shall provide the Services to You for the Minimum Period.

2.4 You shall obtain and maintain all necessary licenses, consents and comply with all relevant Law in relation to the Services.

## 3. DOMAIN SERVICES

3.1. You acknowledge that registration of a Domain is subject to third party terms and conditions including those from the relevant registry for the Domain extension. You confirm that You will at all times and in all respects comply with ICANN's and any relevant registry's terms and conditions for domain registration and use. Further, You indemnify both the Service Provider and the applicable registry for a Domain in respect of Your use of the Domain and in respect of Your failure to comply with the terms of this Agreement or any failure to comply with ICANN or the registry's terms and conditions.

3.2. You acknowledge and accept that domain registration and renewal services are limited to the forwarding by the Service Provider of Your request to register or renew a domain to the relevant registry for that domain. It is at all times Your responsibility to check that a Domain has been registered and/or renewed with the registry as appropriate.

3.3. You warrant that the registration of a domain name requested by You ('a Domain') and the manner in which it is to be used, either directly or indirectly:

3.3.1. will not infringe any third-party rights, including third party intellectual property rights;

3.3.2. Is not being made in bad faith or could otherwise be considered to be an abusive registration under the dispute resolution procedures or policies of any relevant registry or of ICANN; and

3.3.3. will at no time be used for an unlawful purpose whatsoever.

3.4. Whilst the Service Provider shall use reasonable endeavours to register a Domain, You accept that the Service Provider is not required to accept any request to register a Domain or to continue with any attempt to register a Domain if the Domain is not capable of registration.

3.5. The Service Provider makes no representations, express or implied, that a particular Domain is available for registration and the Service Provider accepts no liability for failure to register a Domain for any reason.

3.6. The Service Provider may from time to time change the registrar that a Domain is held with, at its discretion and without notice to You.

3.7. You accept and consent to the Service Provider making Your registration details in relation to the Domain available to third parties including ICANN and the applicable registry for the Domain as applicable including to law enforcement and governmental bodies as required by law.

3.8. You accept and consent to the Service Provider making publically available certain parts of Your information, for example by inclusion in the WHOIS database, as required by law or for any other purpose required or permitted by ICANN, a relevant registry or any regulatory body. You consent to any and all such disclosures as set out in clauses 3.7 and 3.8 and waive any cause of action You may have against the Service Provider in this respect.

3.9. You consent to Domains registered through the Service Provider having locks automatically applied to such Domains.

## 4. CHARGES &amp; PAYMENT

4.1 You shall pay the Service Provider the Charges in respect of each item of the Service.

4.2 The payment terms for the Services are described below and further detailed in the Order Form for Services:

## 4.2.1 Set-up and Connection Charges

Set-up Charges may apply to Services as specified in the Order Form.

## 4.2.2 Rental Charges

Any applicable rental charges are payable monthly in advance.

## 4.2.3 Additional Service Charges

The Service Provider charges for additional services, including Professional Services and labour, and are either by quotation or at a daily rate plus reasonable expenses. Any materials used will be charged appropriately. Additional Services Charges shall be invoiced upon completion of the particular services or monthly at the discretion of the Service Provider.

4.3 The Service Provider may invoice, at any time, any Services omitted from a previous invoice.

4.4 The fees, charges and prices payable are exclusive of Value Added Tax and any other applicable taxes which shall be paid by You at the rate and in the manner for the time being prescribed by law.

4.5 Payment is due within 14 days of the date of the invoice, other than as permitted in Clause 4.7, by Direct Debit. If the payment which is properly due is not made within 10 business days from receiving written notice from the Service Provider specifying the invoice number and the amount due the Service Provider may suspend or cancel the Services and charge interest on all sums outstanding at a rate of 4% above the base rate of Barclays Bank Plc. The interest rate used will be that in force on the due date and will be applied from the due date to the date of actual payment.

4.6 Should a Direct Debit collection fail without prior notification provided to the Service Provider by You, an administration charge of £25.00 will be charged to Your account.

4.7 If You choose not to pay by Direct Debit You will notify the Service Provider of Your preferred payment method and You will be charged a processing fee of £5.00 per month. Where a payment is not received by the due date a late payment fee of £15.00 will be charged to Your account.

4.8 Copy invoices and statements will be provided if requested within 60 days of the document date free of charge. Copy invoices and statements requested from 61 days of the document date will be subject to a £10 charge per invoice/statement.

4.9 It is Your responsibility to check the monthly invoice for accuracy and notify the Service Provider promptly of any dispute. Any claims for a credit or refund must be notified to the Service Provider within 30 days of receipt of invoice otherwise the invoice will be deemed accepted.

- 4.10 You shall pay all amounts due in full without any deduction or withholding other than as required by law and shall not be entitled to assert any credit, set-off or counterclaim against the Service Provider to justify withholding any payment of any such amount in whole or in part.
- 4.11 You will be liable for all Charges for the Services from the relevant Service Commencement Date. No fraud, dishonest or other improper use of the Service(s) committed by or alleged to have been committed by a third party shall relieve You of Your payment or other obligations to the Service Provider under this Agreement.
- 4.12 Other than as set out in Clause 4.4 the Service Provider may vary the Charges by giving You 25 days' written notice. Without limitation such notice may be contained in billing information provided to You by the Service Provider.

## 5. USE OF THE SERVICE

- 5.1. You undertake to use the Service in accordance with such conditions and/or instructions as may be notified in writing to You by the Service Provider from time to time and in accordance with Law. The Service Provider may from time to time vary the technical and/or operational procedures for or relating to the use of the Service.
- 5.2. You shall not use or allow anyone else to use the Service:
- to send or receive a communication which is offensive, abusive, indecent, obscene or menacing;
  - to cause annoyance, inconvenience or needless anxiety to any person;
  - to violate or infringe the rights of any person;
  - in any way the Service Provider considers is detrimental to the provision of Services to You or any other customer of the Service Provider;
  - in breach of the Agreement;
  - in breach of any applicable Law;
  - to upload or transmit viruses;
  - who is not authorised to do so.
- 5.3. The Service Provider may at its discretion amend and/or suspend the Service and/or terminate the Agreement if You are in breach of clause 5.2. You shall on demand indemnify and keep indemnified the Service Provider from and against any and all liabilities, claims, damages, costs, demands, expenses, losses and proceedings arising out of or in any way connected with any use of the Service in contravention of the Agreement or the Law.
- 5.4. You are responsible for use of the Service (whether authorised or not and whether by You or any other person), including without limitation all Charges incurred and any breaches of this Agreement.
- 5.5. You shall, in connection with the use of the Service, comply with the Service Provider's acceptable use policy and in accordance with any Third Party Provider acceptable use policy at all times.
- 5.6. You shall not:
- make the Services or any portion thereof available for use, access, display, searching or retrieval by, or on behalf of, any party other than You;
  - make the Services available in any "public" or "free" area of the Internet; or
  - use the Services in a manner that violates any applicable laws.

## 6. INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY

- 6.1. You shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to the Service, or any documents, drawings and/or specifications relating thereto supplied by the Service Provider to You in connection with the Products, unless otherwise expressly agreed by the Service Provider in writing. If You in any way acquire any such rights then You shall immediately inform the Service Provider and shall forthwith take such steps as may be required by the Service Provider to assign such rights or vest such title in the Service Provider.
- 6.2. You shall keep confidential and not use, without the prior written consent of the Service Provider, all or any information including without limit, those (as referred to in condition 6.1) supplied by the Service Provider or disclosed to or obtained by You pursuant to or as a result of this Agreement, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of Yours, or disclosure of the same is required by law or by any other governmental or other regulatory body provided that in such cases You notify the Service Provider 14 days prior to such disclosure to allow the Service Provider to seek injunctive relief (or such other action as the Service Provider may require) to prevent such disclosure and shall provide the Service Provider with all such reasonable assistance as the Service Provider may require in order to carry out such action.
- 6.3. You warrant, represent and undertake that You are the owner of, or that You are authorised by the owner of, (and have the right to use) any trade mark or name that You wish to use as or in Your registered domain name (or any of them) ("Domain Names").

6.4. You acknowledge and agree that all ownership and proprietary rights to the Services and the technology underlying the Services (including without limitation, software, algorithms, processes and other underlying technology) and the contents thereof and all related intellectual property are and shall remain the property exclusively of the Service Provider or its licensors, as applicable.

6.5. You shall not, nor seek to, acquire, any such intellectual property rights in or to the Services or associated technology. You shall not remove or alter any copyright notices appearing therein. Provided that You have paid all amounts due to the Service Provider, You shall have the right to use any Services ordered and delivered to You by the Service Provider hereunder solely in accordance with this Agreement.

6.6. The Service Provider employs logos, videos, audio clips, images, drawings, designs, icons, etc. (the "Content"), in addition to trademarks, service marks, and other intellectual property, controlled or licensed by the Service Provider or Third Party Providers. Usage and reproduction in any format for public or commercial consumption of this Content is not permitted unless explicitly stated otherwise in writing by the Service Provider.

6.7. The Service Provider shall determine the ownership of a registered Domain by reference to the details held on the WHOIS database. If the WHOIS database details are not determinative then the Service Provider shall be entitled to request whatever supporting evidence it may require to ascertain ownership.

## 7. WARRANTIES AND DISCLAIMERS

7.1. The Service Provider warrants solely to You that the Services purchased pursuant to this Agreement will function or otherwise comply substantially in accordance with their specifications (available upon request). In delivering the Services specified in the Order Form, the Service Provider shall abide by all laws, rules and regulations applicable to its performance under this Agreement. The Services warranties will expire upon end of the applicable Service. THE ABOVE WARRANTIES ARE THE SERVICE PROVIDER'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY.

7.2. You represent and warrant that:

- neither You nor any third-party shall resell, copy, transfer, reverse engineer, disassemble, decompile or create derivative works of any Services or related technology;
- You shall abide by all laws, rules and regulations applicable to its performance under this Agreement;
- You shall be responsible for all content or materials originating or transmitting from its Web site(s); and
- You shall comply with any instructions and/or specifications provided to You by the Service Provider for the relevant Services.

7.3. THE SERVICE PROVIDER AND ITS LICENSORS ARE NOT RESPONSIBLE FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF YOUR INFORMATION CARRIED OVER INTER EXCHANGE CARRIERS', LOCAL EXCHANGE CARRIERS', OR OTHER PROVIDERS' FACILITIES. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD THE SERVICE PROVIDER RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM THE SERVICE PROVIDER MAY CONTRACT TO PROVIDE SERVICES).

7.4. In no event will the Service Provider be liable for any unauthorised use or misuse of Your account number or password. You are responsible for protecting the information provided by the Service Provider.

## 8. LIMITATIONS OF LIABILITY

- Each Party accepts unlimited liability for fraudulent misrepresentation, death or personal injury resulting from its own negligence or that of its employees while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
- Except as expressly stated in the Agreement all warranties, conditions, undertakings or terms, express or implied in respect of the Service, are excluded to the fullest extent permitted by Law.
- Nothing in the Agreement shall exclude or restrict a Party's liability for matters which cannot by Law be excluded or restricted.
- Save in relation to payment of indemnities pursuant to Clauses 3.1, 5.3 and 8.5 and subject to Clauses 8.1 and 8.3:
- Subject to Clause 8.4.2, the Service Provider's liability (including without limitation liability for negligence) under the in respect of each individual claim shall be limited to the Charges paid to the Service Provider by You for the applicable Service of which the claim relates to in the two-month period preceding such claim; and
- The Service Provider's total aggregate liability for all claims under the Agreement shall be limited to the value of the Charges paid to the Service Provider by You for

the applicable Service/s of which the claim/s relate to in the initial six-month period of the Agreement.

- Notwithstanding the above the Service Provider shall not have any liability in contract, tort or otherwise (including liability for negligence), for loss or damage, whether direct or indirect, of business, production, data, operation time, goodwill, contracts, revenue, profits, for any loss of anticipated savings, for wasted expenditure or for any indirect or consequential loss whatsoever arising out of or in connection with the performance or non-performance by the Service Provider of its obligations under the Agreement.
- You agree to indemnify, defend and hold harmless the Service Provider from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of (i) Your or Your end-users' use of the Services; (ii) Your breach of this Agreement; or (iii) Your violation of any rights of any third party through any materials made available through the Services.
- Unless stated in any relevant Special Terms, Clauses 8.1 – 8.6 set out each Party's entire liability (including any liability for the acts and omissions of its employees, agents or contractors) to the other Party in tort, contract or otherwise arising in connection with the performance, contemplated performance or non-performance of the Agreement. You acknowledge that the exclusions and limitations of the Service Provider's liability in the Agreement are reasonable taking into account (amongst other matters) the likelihood that any damages awarded to You for breach of the Agreement by the Service Provider may be disproportionately greater than the Charges.

## 9. SUSPENSION

- 9.1. The Service Provider may:
- temporarily suspend the Service or any part thereof to vary the technical specification of the Service or for repair, maintain or improve or to protect life, limb or property;
  - suspend the Service in the case of fraud or suspected fraud or to preserve the safety, security or integrity of the Services and the traffic conveyed for You and other customer of the Service Provider;
  - suspend the Service where it reasonably believes Your use of the Service is unlawful or illegal;
  - give such instructions to You regarding the use of the Service as it deems reasonably necessary;
  - do whatever is required of it to comply with instructions issued or on behalf of H.M. Government, an emergency service or other competent authority; and
  - suspend the Service in any circumstance in which it is entitled to terminate the Agreement.
- 9.2. Except in an emergency when no such notice shall be required, the Service Provider shall give You as much notice as is reasonably practicable for it to do so if the Service is to be suspended but, for the avoidance of doubt, You shall have no claim against the Service Provider for any suspension of the Service pursuant to clause 9.1. Any exercise by the Service Provider of its right to suspend the Agreement in circumstances where it would be entitled to terminate the Agreement or Service, shall not exclude the right of the Service Provider to subsequently terminate the Agreement or Service.
- 9.3. If the Service is suspended pursuant to Your default You shall continue to pay the Charges during such period of suspension and shall reimburse all costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the Agreement.

## 10. DURATION AND TERMINATION

- In relation to a particular Service this Agreement shall come into effect on the Service Commencement Date for the Minimum Period and unless the Agreement is terminated in accordance with the terms of this Agreement, this Agreement will continue following the Minimum Period for subsequent Renewal Terms, subject to Clause 11.
- You may terminate this Agreement by giving the Service Provider 30 days' written notice at any time during the last 30 days of the Agreement Term or any subsequent Renewal Term, as appropriate.
- Notwithstanding Clause 10.2, You may terminate the Agreement in accordance with Clause 10.5.
- Notwithstanding Clause 10.2 the Service Provider may terminate the Agreement immediately on written notice if:
  - any licence, permission or other approval You or the Service Provider require from time to time to connect to the Service or provide the Service expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further licence, permission or approval conferring on You or the Service Provider the appropriate rights;

- 10.4.2. You make a material mis-statement in the details You have supplied to the Service Provider to enable the Service Provider to provide the Service;
- 10.4.3. You materially breach (including without limitation failure to pay any Charges promptly) the Agreement or any other agreement You have with the Service Provider or a member of its Group;
- 10.4.4. the Service Provider suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any Law; and/or (ii) any fraud against the Service Provider or any third party; or
- 10.4.5. any contract (or part thereof) between the Service Provider and a Third-Party Provider is terminated where such termination affects the provision of the Service.
- 10.5. Notwithstanding Clause 10.2 either party may give notice in writing to the other party to terminate the Agreement with immediate effect if:
- 10.5.1. the other party commits a material breach of any term of the Agreement which cannot be remedied, or in the case of a breach capable of being remedied, has failed to remedy the breach within 30 days of notice being given by the other party requiring it to be remedied; or
- 10.5.2. the other party becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver administrator, manager or similar office holder is appointed over any of its assets or passes a resolution for winding up or a court makes an order to that effect, or becomes or is declared bankrupt other than as part of a good faith reorganisation of such Party's Group.
- 10.6. On termination of the Agreement any licence granted to You by the Service Provider shall immediately cease, You must immediately stop using the Service and all amounts You owe the Service Provider shall be due and payable in full.
- 10.7. The right to terminate the Agreement shall not prejudice any other right or remedy of the Parties in respect of any rights, obligations, or liabilities accrued prior to termination (including, without limitation, termination under Clause 14).
- 10.8. If You cancel all (or part of) an order for Service, any time before the Service Commencement Date, in addition to the Charges detailed in Clause 10.6 above, You will be liable to pay any reasonable costs incurred by the Service Provider as a result of the Service Provider progressing the order for Service for delivery prior to Your cancellation.
- 11. DOMAIN RENEWALS**
- 11.1. The Service Provider shall endeavour to renew a Domain on Your behalf when it is due for renewal subject to the following:
- 11.1.1. You have a valid and up-to-date payment method of Your account; and
- 11.1.2. You have not provided notice to terminate the Service in accordance with this Agreement.
- 11.2. If either 11.1.1 or 11.1.2. above apply then the Service Provider shall not renew a Domain and You are entirely responsible for any consequences of a Domain not being renewed.
- 11.3. If the Domain is purchased alongside another service then You must cancel both the Domain and the other service separately. Cancellation of either the Domain or any other service will not automatically cancel the other.
- 11.4. In addition, if the Service Provider elects to allow You to use the Services after the Minimum Period of this Agreement, the Service Provider shall invoice You according to the terms and conditions of this Agreement at a price for Services equal to the original contract value plus a maximum of 20% price increase for the next Renewal Term, in addition to any cost increases associated with additional services or increased DNS queries.
- 11.5. The Service Provider endeavours to renew Domain(s) on Your behalf. However, the Service Provider makes no guarantee that attempted renewals, including attempts to renew expired domains, will be successful and it is Your responsibility to check the WHOIS database, and any other source, to ensure the Domain name has been renewed.
- 12. EXPIRED DOMAINS**
- 12.1. In the event that a domain name is not renewed by its expiry date it shall cease to operate and shall be deemed to be expired.
- 12.2. Following the expiry date a domain may enter a grace and/or redemption period. You acknowledge that certain registries do not allow for grace and/or redemption periods.
- 12.3. Domains from registries which do not allow for a grace and/or redemption period may be unrecoverable by You or the Service Provider following the expiry date and in such circumstances the Service Provider's agreement with You for that Domain will terminate immediately and without liability to the Service Provider. Further, the Service Provider is under no duty to attempt to recover such Domain(s).
- 12.4. You acknowledge that two (2) calendar days after the date of expiration of a Domain, the Service Provider may in its sole discretion carry out the following actions:
- 12.4.1. renew the Domain;
- 12.4.2. park the Domain on different name servers from those set by You including the Service Provider name servers; and/or
- 12.4.3. where the relevant registry does not allow for grace or redemption periods, clause 12.3 above shall apply.
- 12.5. You acknowledge that following the end of the grace period, the Service Provider may at its sole discretion carry out the following actions:
- 12.5.1. auction the Domain;
- 12.5.2. change the contact details; and/or
- 12.5.3. transfer the Domain.
- 12.6. You acknowledge and agree that the Service Provider is not obliged to take any action to renew or recover a Domain in the redemption period and will only make such attempts once You have paid both the redemption and renewal fees to the Service Provider.
- 13. ASSIGNMENT**
- 13.1. You must not assign or delegate or otherwise deal with all or any of Your rights or obligations under the Agreement without the prior written consent of the Service Provider.
- 13.2. The Service Provider may assign or otherwise delegate all or any of its rights or obligations under the Agreement to any person or entity.
- 14. FORCE MAJEURE**
- 14.1. Neither Party shall be liable for any breach of its obligations under the Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control. Such causes include, but are not limited to, fire, explosion, breakdown or failure of equipment, systems or facilities, strike, lock-out, labour dispute, illness, epidemic, flood, drought, war, civil commotion or requirement of any authority, licensing or government agency.
- 15. VARIATION**
- 15.1. The Service Provider reserves the right to modify this Agreement at any time in its sole discretion.
- 15.2. If You request and the Service Provider agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of site, You must complete such formalities as the Service Provider shall require giving effect to such change. The Service Provider may require payment prior to effecting such change.
- 15.3. Subject as stated in this Clause, the Service Provider may vary the Service from time to time.
- 15.4. The Service Provider may at any time improve, modify or otherwise alter the Service in the event that:
- 15.4.1. the Service Provider suppliers' services are altered so as to affect the provision by the Service Provider of the Service;
- 15.4.2. in the reasonable opinion of the Service Provider the Service should be altered for reasons of quality of service or otherwise for the benefit of the Service Provider's customers as a whole;
- 15.4.3. technical or regulatory reasons so require.
- 16. NOTICES**
- Unless otherwise stated in the Agreement:
- 16.1. Notices sent by You to the Service Provider shall be sent by hand or post to the Commercial Director at the address below or as otherwise notified to You.  
Netcentrix Ltd, Dawson House, Matrix Business Park, Chorley, PR7 7NA
- 16.2. Notices sent by the Service Provider to You may be sent:
- 16.2.1. by hand or by post to Your billing address specified on the Order Form or to Your registered office; or
- 16.2.2. by electronic mail to Your electronic mail address specified on the Order Form or as otherwise notified to the Service Provider in writing.
- 16.3. Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given 3 days after the date of posting. Any communication by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other Party's electronic mailbox.
- 16.4. You agree to inform the Service Provider of any change to Your billing address, registered address and contact details in order that notices are able to be sent correctly by the Service Provider.
- 17. MARKETING AND DATA PROTECTION**
- Within this clause 22, "Act" means the Data Protection Laws.
- 17.1. The Service Provider will only store, copy or use Your Data to the extent necessary to perform the Service Provider's obligations under the Agreement.
- 17.2. The Service Provider will follow archiving procedures for Your Data as set out in the Service Provider's Data Handling Policy.
- 17.3. In the event that Your Data is corrupted or lost or degraded so as to be unusable, as a result of the Service Provider or its Personnel, subject to clause 14, Your sole and exclusive remedy will be for the Service Provider to use reasonable commercial endeavours to restore or procure the restoration of Your Data that is corrupted, lost or degraded so as to be useable as soon as reasonably practicable from the latest back-up of Your Data maintained by the Service Provider in accordance with the archiving procedure described in its Data Handling Policy.
- 17.4. The Service Provider will not be responsible for any loss, corruption, damage, alteration or disclosure of Your Data caused by any third party (except its Personnel which are engaged by the Service Provider to perform services related to Your Data).
- 17.5. The Service Provider will in performing its obligations under the Agreement, comply with its Data Handling Policy, which includes details of its compliance with ISO 27001.
- 17.6. In respect of any Personal Data that the Service Provider Processes on Your behalf when performing its obligations under the Agreement, You and the Service Provider hereby agree that You will be the Data Controller and the Service Provider will be a Data Processor and in any such case:
- 17.6.1. The Service Provider will Process the Personal Data solely on Your documented instructions (including as set out in the Agreement), for the purposes of providing the Services.
- 17.6.2. The Service Provider will take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data.
- 17.6.3. The Service Provider will take reasonable steps to ensure the reliability of its Personnel who may have access to the Personal Data, and their treatment of the Personal Data as Confidential Information.
- 17.6.4. The Service Provider will promptly, and in any case within five (5) Business Days, notify You of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a Regulatory Body) of which the Service Provider is aware, relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;
- 17.6.5. The Service Provider will notify You without undue delay upon becoming aware of any Personal Data Breach;
- 17.6.6. The Service Provider will provide commercially reasonable assistance to You on request in relation to (i) any communication received under clause 17.6.4 and (ii) any Personal Data Breach, including by implementing appropriate technical and organisational measures;
- 17.6.7. You acknowledge and agree that the Service Provider is generally authorized to appoint third parties to Process the Personal Data ("Sub-Processor"), subject to notifying You about its Sub-Processors and otherwise meeting the conditions set out in Article 28 (2) and (4) of the GDPR;
- 17.6.8. You acknowledge and agree that the Personal Data may be transferred or stored outside the European Economic Area or the country where You are located in order to carry out the Services and the Service Provider's other obligations under the Agreement. The Service Provider will take such steps as are necessary to ensure the Processing is in accordance with Data Protection Laws;
- 17.6.9. The Service Provider will provide You, upon request, with all information reasonably required to demonstrate compliance with its obligations under this clause 17.6.9, including permitting you, on reasonable prior notice, and no more than on one occasion in any twenty-four (24) month period (except in the event of a Personal Data Breach), to inspect and audit the facilities used by the Service Provider to Process the Personal Data;
- 17.6.10. The Service Provider will cease Processing the Personal Data upon the termination or expiry of the Agreement and, upon Your request, either return to You (in accordance with clause 17.6.12 or securely delete the Personal Data);
- 17.6.11. You will ensure that You are entitled to transfer the relevant Personal Data to the Service Provider so that the Service Provider may use, Process and transfer

the Personal Data in accordance with the Agreement and Applicable Law, on Your behalf; and

17.6.12. You will ensure that all relevant Data Subjects have been informed of, and, where required, have given their consent to, such use, Processing, and transfer as required by all applicable Data Protection Legislation.

17.7. The following table describes the Personal Data Processing activities performed by the Service Provider (in so far as the Service Provider is a Data Processor) on Your behalf:

Subject matter of processing	Processing of Personal Data and the Services provided under this Agreement.
Duration of processing	For the duration of the Term and any subsequent Renewal Term
Purpose of processing	Data processing shall only take place which is necessary to the performance of the contract between You and the Service Provider including to provision and install the Services, to provide support and maintenance for the lifetime of those Services, to support and host Personal Data for a cloud based software solutions where that Service is supplied and to provide billing services, including service charge itemization which may contain Personal Data.
Type of personal data	Names, contact details, addresses, service details specific to a Data Subject such as a mobile number.
Categories of data subjects	Your employees, workers and contractors.

17.8. You acknowledge and agree that the Service Provider may from time to time monitor Your use of the Services and capture Your Data in relation to Your use of the Services, including through the use of Google Analytics;

17.9. If on termination of the Agreement You require the Service Provider to return Your Data to You (including Your Data that resides on or within the Service Providers software or the Service Providers systems), You will notify the Service Provider in writing and the Service Provider will use reasonable commercial endeavours to deliver to You, to the extent the Service Provider is able, the then most recent back-up of Your Data that is in the possession of the Service Provider, subject to You having paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) and You and the Service Provider agreeing the reimbursement of the Service Provider's costs and reasonable expenses in relation to the retrieval and return of Your Data.

**18. ENTIRE AGREEMENT**

18.1. This Agreement sets out the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case

whether written or oral) given or made before the date of this Agreement by, or on behalf of, the parties and relating to its subject matter.

18.2. Each party confirms that it has not relied upon, and (subject to clause 18.4) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to this Agreement) unless that agreement, warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement.

18.3. Subject to clause 18.4, neither party shall be entitled to claim the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in this Agreement.

18.4. Nothing in this Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

**19. TIME NOT OF THE ESSENCE**

19.1. Any dates quoted by the Service Provider in connection with the provision of the Service shall be treated as estimates only. The Service Provider accepts no liability for any failure to meet such dates.

**20. MISCELLANEOUS**

20.1. No waiver by the Service Provider of any default by You under the Agreement shall operate or be construed as a waiver by the Service Provider of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by the Service Provider to You shall imply a waiver of its rights or shall in any way release, discharge or otherwise affect Your liability under the Agreement.

20.2. If any provision of the Agreement shall be prohibited or adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent required be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances or the validity or enforcement of the Agreement.

20.3. The provisions of the Agreement of a continuing nature shall survive termination of the Agreement for any reason whatsoever.

20.4. During this Agreement and for a period of twelve (12) months following the termination of the Agreement (for whatever reason) You shall not employ or engage directly or indirectly (without the prior written agreement of the Service Provider) nor make or seek to make any offer of employment or engagement to any employee of the Service Provider, who have dealt with You in the course of the performance of the Agreement.

20.5. The Parties do not intend that the Agreement be enforceable by any person not a party to the Agreement under the Contracts (Rights of Third Parties) Act 1999.

20.6. Right to Audit: You may request an audit of the Service Provider to conduct financial, quality, or other compliance audits in order to ensure Your compliance with Your own applicable standards. Such an audit will be conducted at Your own cost. The Service Provider agrees to undertake any such reasonable request, and use its reasonable efforts to facilitate, upon written notice of at least 20 business days to either complete an audit questionnaire, a due diligence questionnaire or any other such audit documentation or during regular business hours, access and conduct an inspection of the records and documentation of the Service Provider and any facilities and/or systems necessary. You must provide a detailed scope of the audit to the Service Provider in order for us to quantify the number of hours required to complete the work and the technical level of personnel necessary. The Service Provider will provide a quote for the number of consultancy hours and on acceptance by You of that quote the Service Provider will schedule the audit on an appropriate date agreed by both parties.

**21. CONFIDENTIALITY**

21.1. Each Party (in this Clause "Receiving Party") undertakes to the other Party ("Disclosing Party"):

21.1.1. To keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and subsequently received pursuant to this Agreement ("in this Clause "Confidential Information"); and

21.1.2. Not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except to the Receiving Party's employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and

21.1.3. To use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.

21.2. You shall not disclose the existence of this Agreement to any third party without the prior written consent of the Service Provider.

21.3. The confidentiality obligations in Clauses 21.1 and 21.2 will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.

21.4. The confidentiality obligations in Clauses 21.1 and 21.2 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:

21.4.1. has ceased to be secret without default of the Receiving Party's part; or

21.4.2. was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or

21.4.3. has been received from a third party who did not acquire it in confidence.

21.5. Clause 21 shall survive termination of the Agreement or any part of it.

**22. ANTI-BRIBERY**

22.1. You must not violate any Applicable Anti-Bribery Law.

22.2. You have and must at all times implement adequate procedures designed to prevent You or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act if it were carried out in the UK, or violate any Applicable Anti-Bribery Law.

22.3. You represent that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the Service Provider or any third party) by or on behalf of You or Your Associated Persons.

22.4. Breach of any of the provisions in this condition 22 or of any Applicable Anti-Bribery Law is a material breach of this Agreement and, without prejudice to any other right, relief or remedy, entitles the Service Provider to terminate this Agreement immediately.

**23. THIRD PARTY RIGHTS**

23.1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.

**24. COUNTERPARTS**

24.1. This Agreement may be Signed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

24.2. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

**25. GOVERNING LAW AND ARBITRATION**

25.1. The Agreement shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

**By signing below, You confirm that You have read the Domain Services Standard Terms and Conditions and agree to be bound by them, together with the Charges detailed within this Order Form set out in, or deemed to form part of this Agreement.**

**SIGNATURES**

[[SertifiSStamp\_1]]

[[SertifiSStamp\_2]]

[[SertifiCompany\_1]]

[[SertifiCompany\_2]]

[[SertifiTitle\_1]]

[[SertifiTitle\_2]]