



THE FOLLOWING TERMS OF BUSINESS APPLY TO ALL SERVICES PROVIDED BY VIRTUAL INTERNET TO YOU. BY PURCHASING SERVICES FROM VIRTUAL INTERNET YOU AGREE TO THESE TERMS OF BUSINESS.

1 DEFINITIONS

"Agreement" means the agreement between You and Virtual Internet, comprising these Terms together with any Orders You may make;

"AUP" means Acceptable Use Policy which defines the acceptable terms of usage for your server or Service.

"Co-location " means the service(s) and computing infrastructure (including but not limited to; rack space, power, air conditioning facilities and bandwidth) provided to You by Virtual Internet. The operation and management of any equipment you choose to install in the co-location space is entirely your responsibility and You accept and agree to be bound by the terms of Virtual Internet's AUP

"Fees" means the fee or fees (and Local Administration Costs) due for the provision of the Services as set out in any Order or (if not set out) calculated by reference to the then standard Virtual Internet prices;

"IP Address" the unique address assigned to you by Virtual Internet used in order to identify and communicate with other devices over the Internet utilising the Internet Protocol, Standard.

"Local Administration Costs" means any registration fees and other costs incurred by Virtual Internet on your behalf for the registration or attempted registration of domain names and hosting charges incurred for your Server including currency conversion costs and bank charges;

"Order" means the order form or letter signed by You requesting Services;

"Server" means the computer server equipment including any required Networking equipment operated by Virtual Internet in connection with the provision of the Services;

"Service" or **"Services"** means any and all services provided by Virtual Internet under these Terms including, without limitation, domain name registration services; web site hosting, Dedicated servers, Managed servers, and consultancy services and any other services which may be provided from time to time;

"Standard Price List" means the list(s) of the standard prices for Virtual Internet (UK) Ltd company products which are available on request

"Terms" means these terms and conditions of business;

"Virtual Internet" means Virtual Internet (UK) Ltd of 6 Elysium Gate, 126 New Kings Road, London, SW6 4LZ United Kingdom and/or any other group member of Virtual Internet (UK) Ltd which shall supply Services to You.

"Web Site" means the area on the Server allocated by Virtual Internet to You for use by You as a site on the Internet; and **"You"** means the person, firm or company who purchases Services from Virtual Internet and any of their or its employees, consultants and authorised agents.

"Dedicated Server" means the server(s) provided to You by Virtual Internet. The operation and management of the server is entirely your responsibility and You accept and agree to be bound by the terms of Virtual Internet's AUP

"Managed Server" means the server(s) provided to You by Virtual Internet. The Operation and management of the server or service will be as agreed in the Order and Service Level Agreement(s) covering the service(s).

2 APPLICATION OF TERMS

- 2.1 These Terms apply to any or all Services provided by Virtual Internet to You from time to time. These Terms are made up of a number of constituent parts, including the Service-Specific Terms governing Virtual Internet's provision of the relevant Service to You, as well as the General Terms that govern the provision of all such Services.
- 2.2 These Terms together with any Service Level Agreements(s) represent the entire agreement relating to the Services and supersede any arrangements previously agreed between You and Virtual Internet. Save in the case of fraudulent misrepresentation or fraudulent concealment, any representation, warranty or undertaking, whether oral or written, (including in any previous correspondence or communication) and any other terms and conditions sought to be imposed by You by your own order forms or otherwise are expressly excluded.
- 2.3 No change to these Terms, or a subsequent version of these Terms as may be posted on the Virtual Internet website (www.vi.net) from time to time, or any other part of the Agreement, shall be binding unless made with the prior written consent of a Director of Virtual Internet. Unless Virtual Internet notifies You to the contrary, no agent of, or person employed by or under contract with Virtual Internet, has any authority to alter or vary these Terms or the Agreement in any way.
- 2.4 In addition to these Terms, all domain name registrations are subject to the terms and conditions of any registrar Virtual Internet may use to fulfil the Order and the rules and regulations of the relevant Network Information Centre (NIC) or similar registry administrator. As a condition of the Agreement You agree to be bound by the rules, regulations, terms and conditions & dispute resolution policies applicable to each domain name applied for on your behalf. Details of these terms and conditions are available from the relevant registries such as Nominet for .uk (www.nominet.org.uk/nominet-terms)
- 2.5 Virtual Internet may alter these terms and agreement at any time without notification to You provided that the current Terms are available on Virtual Internet's Web site (www.vi.net). Your sole remedy in the event that You do not agree to amendments made to the Terms shall be to serve 3 months written notice of contract termination without any right to damages or service credit.

3. SERVICE-SPECIFIC TERMS AND CONDITIONS

DOMAIN NAME REGISTRATION

General

- 3.1 Virtual Internet acts as an agent and reseller for different Registrars and Domain name sellers & as your agent when purchasing domain names. The contract for domain name registration is between you and the naming authority. Your use of a domain name, once registered, may be challenged by a third party; if so, the Uniform Domain Name Dispute Resolution Policy (the "UDRP") or other as amended from time to time and provided by the Registrar responsible shall apply to all registrations or renewals. An example of such is ICANN's UDRP available at <http://www.icann.org/udrp/udrp.htm>
- 3.2 We do not warrant or guarantee that the domain name applied for will be registered in your name or is capable of being registered by You. Accordingly, You should take no action in respect of your requested domain name(s) until You have been notified that your requested domain name has been registered.
- 3.3 The registration of the domain name and its ongoing use is subject to the relevant naming authority's terms and conditions of use and You are responsible for ensuring that You are aware of those terms and conditions and can and do comply with them. You irrevocably waive any claims You may have against Virtual Internet in respect of the decision of a naming authority to refuse to register a domain name and, without limitation agree that the administration charge paid by You to Virtual Internet shall be non-refundable in any event.
- 3.4 We accept no responsibility in respect of the use of a domain name by You and any dispute between You and any other individual or organisation regarding a domain name must be resolved between the parties concerned and we will take no part in any such dispute. We reserve the right, on our becoming aware of such a dispute, at our sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant naming authority. You warrant and undertake that to the best of your knowledge and belief neither the registration of the domain name nor the manner in which it is directly or indirectly used by You or any licensee directly or indirectly infringes the legal rights of a third party.
- 3.5 You are solely responsible for providing Virtual Internet with accurate and up-to-date contact information and we shall not accept any responsibility for any cancellation or refusal to renew a domain name by the relevant naming authority due to any failure to provide such information. Any changes made by You to your details in any manner whatsoever are your own responsibility. Whilst we will make every effort to remind you when a renewal of a registration is required We are not responsible for the renewals of any domain name registration and You should make your own arrangements for reminding yourself when any name is due for renewal
- 3.6 Where Virtual Internet has registered a domain name on your behalf and should you wish to transfer the domain to an alternative Registrar, the ICANN-adopted consensus policies on transfer of sponsorship of registrations between registrars shall apply. We reserve the right to charge an administrative fee in respect of any transfers to another web hosting or domain name registration company in accordance with our rate applicable at the time.

Information You are required to submit

- 3.7 As part of the registration process, You are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate. This information will be used by Virtual internet in accordance with its Privacy Policy. The information You are obliged to provide in connection with the domain name You are registering is the following:
- (a) Your name and postal address (or if different, that of the domain name holder);
 - (b) The domain name being registered;
 - (c) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the administrative contact for the domain name; and
 - (d) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the billing contact for the domain name.
- 3.8 You agree and acknowledge that when You renew your domain name registration, the type of information You are required to provide may have changed. If You do not wish to provide the new required information, your registration may not be renewed.
- 3.9 All other information which we may request from You at registration is voluntary. However, not providing this information may prevent You from obtaining all products and services made available to domain name registrants by Virtual Internet, other than registration of the domain name.
- 3.10 If You intend to license use of a domain name to third party You are still responsible for providing the contact information specified above and for providing and updating accurate technical and administrative contact information. You accept liability for any wrongful use of the domain name unless You promptly discuss the identity of the licensee to any party providing reasonable evidence of actionable harm.

Additional information maintained about your registration

- 3.11 In addition to the information You provide, we maintain records relating to your domain name registration. These records may include:
- (a) The original creation date of the registration;
 - (b) The submission date and time of the registration application to Virtual Internet and by Virtual Internet to the proper registry;
 - (c) Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between You and Virtual Internet;
 - (d) Records of account for your domain name registration, including dates and amounts of all payments and refunds
 - (e) The IP addresses of the primary nameserver and any secondary nameservers for the domain name;
 - (f) The corresponding names of those nameservers;
 - (g) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the domain name;
 - (h) The name, postal address, e-mail address, voice telephone number, and where available, fax number of the zone contact for the domain name;
 - (i) The expiration date of the registration;
 - (j) Information regarding all other activity between You and Virtual Internet regarding your domain name registration and related services.

Obligations relating to provided data

- 3.12 In the event that, in registering the domain name, You are providing information about a third party, You hereby represent that You have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that You have obtained that third party's express consent to the disclosure and use of that party's information as set forth in these terms and conditions.
- 3.13 You acknowledge that wilfully providing inaccurate information or wilfully failing to update information promptly will constitute a material breach of these terms and conditions and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over fifteen (15) calendar days to inquiries by Virtual Internet concerning the accuracy of contact details associated with your registration shall constitute a material breach of these terms and conditions and will be sufficient basis for cancellation of your domain name registration
- 3.14 Virtual Internet will not process data about any identified or identifiable natural person that we obtain from You in a way incompatible with the purposes and other limitations which we describe in this Agreement.
- 3.15 Virtual Internet will take reasonable precautions to protect the information it obtains from You from loss, misuse, unauthorised access or disclosure or use, or alteration or destruction, or that information. Virtual Internet will have no liability to You or any third party to the extent such reasonable precautions are taken.

Disclosure and use of registration information

- 3.16 You agree and acknowledge that Virtual Internet will make available domain name registration information You provide or that we otherwise maintain to ICANN, to the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that Virtual Internet may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information You provide, for purposes of inspection or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws.
- 3.17 Additionally, You acknowledge that ICANN may establish guidelines, limits and/or requirements that relate to the amount and type of information that Virtual Internet may or must make available to the public or to private entities, and the manner in which such information is made available.
- 3.18 You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by You in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action You may have arising from such disclosure or use of your domain name registration information by Virtual Internet.
- 3.19 Certain Virtual Internet users have access to Virtual Internet's control panel. If You are one of those users, You may use the control panel utility to modify the zone file, DNS, IP, MX Records and SOA WHOIS, and contact information for any.com, .net, or.org domain name registered through or administered by Virtual Internet or registered by a Virtual Internet reseller. Users without such access should contact the VI customer services department to effect any alterations.

Ownership of data

3.20 You agree and acknowledge that Virtual Internet owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar:

3.21

- (a) the original creation date of the registration
- (b) the expiration date of the registration
- (c) the name postal address, e-mail address, voice telephone number, and where available fax number of the technical contact, administrative contact, zone contact and billing contact for the domain name Registration
- (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database
- (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary name server and any secondary name servers for the domain name, and the corresponding names of those name servers.

Domain Registrar Transfers

3.22 You agree that you can change registrar for an existing domain name only in accordance with the policy of the relevant registry. You agree you may not change registrar for a period of sixty (60) days after initial registration of the domain name with Virtual Internet. Only the "Authoritative Holder" (the entity listed as the registrant in the current domain name registration) of the domain name registration may initiate a request to transfer that domain name registration from another registrar to Virtual Internet. You hereby represent that you have the full and complete authority as the holder of the domain name registration to initiate such a transfer, or that you have been given full and complete authority by the Authoritative Holder of the domain name registration to initiate such a transfer. Virtual Internet, at its sole discretion, may require you to provide documentation that proves that the Authoritative Holder of the domain name initiated this transfer request. The request to transfer a domain name registration from another registrar to Virtual Internet may be denied: (a) during the first sixty (60) days after initial registration of the domain name with the original Registrar; (b) in accordance with circumstances described in the Domain Name Dispute Policy; (c) if there is a pending bankruptcy of the domain name holder; (d) where there is a dispute over the identity of the domain name holder; (e) by operation of law; or (f) at the discretion of the then current registrar. It is the responsibility of the Authoritative Holder to ensure that the request to transfer will not be denied for any of the above reasons prior to initiating and paying for the registrar transfer services. Fees are not refundable, but can be applied to subsequent transfer requests at Virtual Internet's sole discretion. Upon successful completion of the registrar transfer request, Virtual Internet shall immediately become the registrar of record. You will be required to extend your existing registration term for one (1) year from the date your existing registration is set to expire, provided that the total unexpired term of a registration does not exceed ten (10) years.

WEB SITE HOSTING/EMAIL/ONLINE STORE SYSTEMS

- 4.1 We specifically exclude any warranty as to the accuracy or quality of information received by any person via the Server and in no event will we be liable for any loss or damage to any data stored on the Server. You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server.
- 4.2 You warrant to Virtual Internet that You will only use your assigned Web Site or Server for lawful purposes. In particular, You further warrant and undertake to Virtual Internet that:
- (a) You will not, nor will You authorise or permit any other party to, use the Server in violation of any law or regulation;
 - (b) You will not knowingly or recklessly post, link to or transmit:
 - (i) any material that is unlawful, threatening, abusive, harmful, malicious, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable in any way;
 - or
 - (ii) any material containing a virus or other hostile computer program;
 - (iii) any material that shall constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trade mark, copyright, other intellectual property rights or similar rights of any person, firm or company under the laws of any jurisdiction; and
 - (c) You will conform to the standards and acceptable use policies of Virtual Internet from time to time and will not yourself, and will ensure that none of your end users, make excessive or wasteful use of the Server to our detriment or that of our other customers.
- 4.3 Virtual Internet may suspend the Service immediately in its sole discretion if we receive any complaint that material on the Server may be unlawful, harmful or defamatory or if we believe our standards or acceptable use policy has been breached
- 4.4 We may disclose your name and address to a complaining individual or naming authority if in our reasonable discretion, it is necessary or appropriate to do so.
- 4.5 You are responsible for sending mail in accordance with any relevant legislation (including data protection legislation) and for sending the same in a secure manner. We will take all reasonable steps to ensure accurate and prompt routing of messages but we will not accept any liability for on receipt or misrouting or any other failure of email.
- 4.6 You warrant, undertake and agree that:
- (a) all transactions within any online store system operated by you will be contracts for the sale of goods between You as the merchant and your end-user customer and You agree that we may include an exclusion of our liability in respect of such purchases and transactions in such form as we deem appropriate;
 - (b) the information contained within any online store system complies with all applicable law, including, without limitation, any distance selling regulations and data protection regulations from time to time in force;
 - (c) You will keep secure any identification, password and other confidential information relating to your account and You will notify Virtual Internet immediately of any known or suspected unauthorised use of your account, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of your password information.
- 4.7 Whilst we shall use reasonable endeavours to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers.

MANAGED AND DEDICATED SERVER HOSTING AND CO-LOCATION SERVICES

- 5.1 Services are provided on the basis of an initial and minimum term of 12 months. Thereafter the services will automatically continue until terminated by either You or Virtual Internet by each party giving to the other 90 days notice in writing. Any such termination or cancellation will be subject to the payment of any outstanding charges.
- 5.2 Virtual Internet will invoice You, take regular credit card payment authorised by You or direct debit payments authorised by You quarterly in advance unless otherwise agreed. The first invoice will cover the set-up, three months service charges, to include bandwidth, machine(s) rental or purchase (if any) and any additional rack space charges. Purchased servers must be fully paid for before the service will commence. Subsequent quarterly invoices will include charges at the rates then in place for excess bandwidth used above the agreed bandwidth.
- 5.3 You acknowledge that the fee payable for the hosting package you use is based on a set bandwidth allowance. If, in any calendar month, you obtain any bandwidth usage over that basic allocation then Virtual Internet will charge you its standard over usage charge, which will be invoiced one calendar month in arrears and payable in accordance with clause 7.
- 5.4 You acknowledge that the fee payable for Backup service you use is based on a set data storage allowance. If, in any calendar month, you store data over that basic allocation then Virtual Internet will charge you its standard over usage charge, which will be invoiced one calendar month in arrears and payable in accordance with clause 7. The backup policy document including the mechanism for applying excess data storage charges can be found on the web site at <http://www.vi.net/>
- 5.5 Virtual Internet's Service Level Agreements set out the hosting performance you can expect and your right to credits in the event of non-performance. Service Level Agreements can be found on the web site at <http://www.vi.net/>
- 5.6 In providing services to You Virtual Internet assigns to You one or more IP Addresses for your use. When the agreement between You and Virtual Internet is terminated for whatever reason, the IP addresses revert to Virtual Internet and may be assigned to another customer.

GENERAL TERMS AND CONDITIONS

Orders

- 6.2 Each Order for Services by You shall be deemed to be an offer by You to buy the Services from Virtual Internet subject to these Terms. No Order shall be deemed to be accepted by Virtual Internet until Virtual Internet issues a written acknowledgement or (if earlier) the Services are provided.
- 6.3 Virtual Internet shall be under no obligation to deliver any Services in addition to those identified in the Order without the prior written consent of a duly authorised representative of Virtual Internet
- 6.4 You shall provide to Virtual Internet your cost, any information, resources or facilities reasonably requested by Virtual Internet for the delivery of the Services and, where necessary, ensure that your employees, contractors and other suppliers co-operate fully and promptly with Virtual Internet
- 6.5 Any instructions supplied by You to Virtual Internet in relation to the Services must be complete, accurate and clearly legible. Virtual Internet reserves the right to make a charge for any costs and any additional work incurred by Virtual Internet from any failure by You to comply with this provision and shall not be liable for any errors caused by such failure.
- 6.6 Virtual Internet reserves the right to increase prices with thirty (30) days prior written notice should it's third party costs increase. Upon receipt of such notice you have 60 days in which to cancel your services in writing. Upon request Virtual Internet shall provide evidence of such increases
- 6.7 No purported cancellation of any Order or part of an Order will be effective unless and until Virtual Internet gives written acknowledgement of cancellation. Virtual Internet may, as a condition of such acknowledgement, or otherwise on early termination in accordance with clause 14, impose such reasonable charge for cancellation as it shall consider appropriate including a charge for any costs (including Local Administration Costs) and for any work incurred by Virtual Internet at the date cancellation is acknowledged.

6.8 You acknowledge and agree that our services commence upon the sending of our notice of confirmation, pursuant to clause 7.1 above, and that there is no right to cancel the contract between us under the Council Directive 97/7/EC on the protection of consumers in respect of distance contracts or associated local laws.

Payment

- 7.1 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we reserve the right, forthwith and at our sole discretion, to suspend the provision of Services to You.
- 7.2 Subject to an increase in third party costs such as Power costs, the Fee for the Services shall be in accordance with the relevant scale of charges and rates detailed on your order form. Virtual Internet reserves the right to alter the Fees payable for Services at any time and any provision of Services after such time shall be deemed to have been made in acceptance of such new Fees. Subject to clause 7.3 such alterations will not affect any previously accepted Order or quotation given under 7.5 below.
- 7.3 You acknowledge that increases in third party fees beyond Virtual Internet's control may result in Virtual Internet increasing its fees and You agree to pay the increased fees if higher than those set out in the Order.
- 7.4 Unless otherwise expressly specified in the Order, and subject to clause 3.2, all quotations given by Virtual Internet for Virtual Internet's Fees are valid for a period of 30 days only from the date upon which they are given, after which time the quotation shall automatically expire.
- 7.5 The price of the Services is exclusive of VAT or its equivalent and all other tax or duty which, if applicable, shall be payable by You in addition at the appropriate rate.
- 7.6 Virtual Internet reserves the right to demand payment on account in advance of providing any Services and unless otherwise specified in the Order may invoice in respect of work completed or to be carried out, before, during and after completion of such work as it sees fit. In the event you instruct us to renew a domain name registration you will be asked to make advance payment.
- 7.7 Invoices are payable within 30 days of the date of the invoice without deduction or set-off. Unpaid invoices shall attract interest at a rate of 4% above the base rate of Barclays Bank plc per annum without prior notice (such interest being payable both before and after any judgment may be obtained) and Virtual Internet reserves the right to suspend the Services until payment is made. Time for payment is of the essence. With regard to Fees that relate to the relevant fee for a domain name registration, You must make payment in full before your application can be accepted.
- 7.8 Where Services are provided prior to the relevant Fees being paid, Virtual Internet may retain the title in and ownership of all domain names registered on your behalf unless and until payment is made, and if such Fees are overdue Virtual Internet may deal with such names without restriction as if the full legal and beneficial owner.

Intellectual property rights and other consents

- 8.1 Virtual Internet retains ownership of all intellectual property rights in any information, reports, documents, software or other materials created by Virtual Internet as part of the Services, including all methodologies, know-how and processes used to do so (together, the "**Materials**"). Virtual Internet grants to You a limited licence to store and view the Materials delivered to You on your internal computer network. Unless done so strictly for your internal business use, the Materials may not be otherwise reproduced, transmitted, broadcast or displayed in public without Virtual Internet's prior written consent. Virtual Internet is the proprietor of the Virtual Internet trade mark in the UK and other countries. All other trade marks, product names and company names or logos used in our site are our property of that of their respective owners. No permission is given by us in respect of the use of any such trade marks, get-up, product names, company names, logos or titles and You acknowledge that such use may constitute an infringement of the holder's rights.
- 8.2 You are solely responsible for obtaining all intellectual property rights clearances and/or other consents and authorisations necessary in respect of the names, marks or other materials which are the object of the Services and You warrant that Virtual Internet use of such names, marks or materials and any other information, documents or software which You supply to Virtual Internet under this Agreement (together, the "**Objects**") shall not infringe any third party's intellectual property rights or be otherwise unlawful or illegal.
- 8.3 On becoming aware of any dispute between You and any other individual or organisation regarding the Objects, Virtual Internet reserves the right, at its sole discretion and without notice or liability to You, to cease any further use of such Objects including, without limitation, deleting or suspending them from its computer systems and/or to make appropriate representations or provide information to any relevant authority or interested party.

Liability

- 9.1 Whilst Virtual Internet shall use reasonable skill and care in the delivery of the Services You acknowledge that the delivery of the Services:
- (a) is subject to the inherent technical and operational limitations of the Internet, including, but not limited to, the lack of security and unreliability of its communications, the evolving nature of its organisational, legal and regulatory framework, and the potential inaccuracy and variable standards of its relevant data repositories, such as national domain name registries, and is therefore made without guarantee as to accuracy or completeness for which Virtual Internet shall have no liability to You or any third party;
 - (b) may, in whole or in part, be prohibited, restricted or otherwise subject to relevant third party contractual provisions, such as the terms and conditions of Internet naming authorities, for which Virtual Internet shall have no liability to You and You warrant that You shall ensure that You are made aware of, and comply with, such provisions.
- 9.2 We shall use reasonable endeavours to provide continuing availability of the Server and the Services but we shall not, in any event, be liable for Service interruptions or down time of the Server, except to the extent set out in the Service Level Agreement applicable to the Services you have ordered.
- 9.3 Virtual Internet shall not be liable for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to circumstances beyond its reasonable control including, without limitation, any act or omission by You or providers of internet connectivity and other events of force majeure. Any time deadlines set out in the Order or otherwise agreed are estimates only.
- 9.4 All conditions, terms, representations (other than fraudulent representations) and warranties relating to the Services, whether implied by law or otherwise, which are not expressly stated in this Agreement including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are excluded to the fullest extent possible by law.
- 9.5 Virtual Internet's total aggregate liability to You for any claim in contract, tort, negligence or otherwise arising out of or in connection with this Agreement and the provision of the Services shall be limited to the price paid by You in respect of the Services which are the subject of any such claim and provided that You notify Virtual Internet of any such claim within one year of it arising. In no event shall Virtual Internet be liable to You for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.
- 9.6 Nothing in this Agreement shall limit or exclude Virtual Internet's liability for death or personal injury resulting from Virtual Internet's negligence or any other liability, the limitation or restriction of which is prohibited by law.
- 9.7 The Services are provided by Virtual Internet for your exclusive use. Virtual Internet does not accept any liability or obligation towards any third party or generally towards any person and the Contract (Rights of Third Parties) Act 1999 shall not apply to the relationship between You and Virtual Internet.

Indemnity

- 10.1 You agree to indemnify and keep indemnified and hold Virtual Internet and our directors, officers, employees and agents and the registry operator for .com, .net and .org domain names (Network Solutions, Inc) on demand harmless from and against any claim brought against Virtual Internet or them by a third party resulting from the provision of Services by Virtual Internet to You and/or your use of the Server and/or any domain name registered, and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by Virtual Internet or them in consequence of your breach or non-observance of these terms of business.

Confidentiality and publicity

- 11.1 Both You and Virtual Internet undertake not to disclose to a third party any confidential information which You or Virtual Internet receives relating to the contents or performance of this Agreement or the other's business in general, and shall procure that each of its directors and employees shall not do so, except with the prior consent in writing of the other, as required by law, or to the extent to which that information is publicly available or already known to the receiving party at the date of receipt other than through any unauthorised disclosure by any person.
- 11.2 Without prejudice to clause 12.1, Virtual Internet shall be entitled to mention your name as a client of Virtual Internet and the name(s) of products in respect of which Virtual Internet provides Services on publicity and promotional material on and off-line without your prior consent unless You send notice in writing to Virtual Internet (by post to Legal Department, Virtual Internet (UK) Ltd, 6 Elysium Gate, 126 New Kings Road, London SW6 4LZ or by email to legal@vi.net) referencing this clause and requesting no publicity. Any request will only apply to publicity material to be prepared after such notice is given and Virtual Internet will be under no obligation to cease using material printed or published prior to such notice.

Termination

- 12.1 We may terminate this Agreement forthwith if You fail to pay any sums due to Virtual Internet as they fall due or if, in our reasonable opinion, You do not have sufficient technical expertise to use the service without excessive ongoing technical support.
- 12.2 We may terminate this Agreement upon written notice if You breach any of these terms and conditions and You fail to correct the breach within thirty (30) days following written notice from Virtual Internet specifying the breach, or if You are a company You go into insolvent liquidation, or if You are a person You are declared bankrupt.
- 12.3 Upon completion of the initial contract Term either party may terminate the agreement by each party giving to the other 90 days notice in writing. Any such termination or cancellation will be subject to the payment of any outstanding charges.
- 12.4 You acknowledge and agree that your domain name registration is subject to suspension, cancellation, transfer or modification pursuant to the terms of any rules or policies applicable to your domain name registration, including, but not limited to (i) the UDRP, (ii) any ICANN adopted policy, (iii) any registrar (including Virtual Internet) or registry administrator procedures, or (iv) any other ccTLD registry administrator procedures.
- 12.5 On termination of the Agreement we shall be entitled immediately to block your Web Site and to remove all data located on it. We will hold such data for a period of 14 days and allow You to collect it at your expense, failing which we shall be entitled to delete all such data. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit.

Notices

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

Law

- 14.1 For the adjudication of disputes concerning or arising from use of the domain name, the domain name holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the domain name holder's domicile and (2) the courts of England.
- 14.2 Subject to clause 16.1 above:-
- (a) the Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its promotion) shall be governed by and construed in accordance with English law.
- (b) each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with this Agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

Entire agreement

- 15.1 These Terms together with any Order and any document expressly referred to in them, contain the entire agreement between You and Virtual Internet relating to the subject matter covered and, save in the case of fraudulent misrepresentation or fraudulent concealment, supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between You and Virtual Internet in relation to such matters. We may alter these terms at any time without notification to You provided the current terms are always available on our website. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions.
- 15.2 You confirm that, in agreeing to these terms and conditions, You have not relied on any representation save insofar as the same has expressly in these terms and conditions been made a representation and You agree that You shall have no remedy in respect of any misrepresentation (other than a fraudulent misrepresentation) which has not become a term of this Agreement.

Miscellaneous

- 16.1 If any provision of this Agreement or part thereof shall be void for whatever reason, the offending words shall be deemed deleted and the remaining provisions shall continue in full force and effect.
- 16.2 Your rights and obligations under this Agreement are personal to You and You undertake that You shall not nor purport to: assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.
- 16.3 Virtual Internet reserves the right to sub-contract any of the work required to fulfil the Services and to assign this Agreement upon notice to You.
- 16.4 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority
- 16.5 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 16.6 Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.