

Domain Registration Terms and Conditions

Definitions

"customer" refers to the person or organisation purchasing the Domain name. The customer is a party to this agreement.

"registrar" refers to Sigma Associates (UK) Ltd,

The Registry Administrator for TLD's is CORE., whose actions are overseen by ICANN. The Registry Administrator for .UK's is Nominet.

"Domain" refers to domain of the DNS, which is being registered via this agreement.

Effective Date

This agreement, between customer and registrar, commences on the date that customer requests registration of a Domain, or on the date that customer makes payment of registration fees for a Domain, whichever is later. This agreement applies separately to each Domain registered by customer.

Responsibilities of Registrar

It is the responsibility of registrar to register the Domain by submitting the Domain, nameserver information, and other information necessary for the creation and maintenance of the Domain, to the Registry Administrator. It is also the responsibility of registrar to bill customer for registration fees, to maintain contact information for customer, and to provide to customer a means of updating contact information and nameserver information for the Domain.

Responsibilities of Customer

When registering the Domain, the customer must submit accurate contact details and also notify the registrar of any changes during the term of the Domain registration, including: customer's full name, postal address, e-mail address, telephone number, and fax number if available; and, in the case that the customer is an organisation, association, or corporation: the name of authorised person for contact purposes.

The customer acknowledges that wilfully providing inaccurate or unreliable contact information, shall constitute a material breach of this agreement and will be sufficient basis for cancellation of the domain registration.

Customer Representations. The customer represents that, to the best of their knowledge and belief, neither the registration of the Domain nor the manner in which it is directly or indirectly used infringes on the legal rights of any third party.

If the customer intends to license use of the Domain to a third party, the customer is nonetheless the Domain owner of record. The customer is therefore responsible for providing full contact information including technical and administrative contact information relating to the operation of the Domain. Customers licensing use of a Domain according to this provision shall accept liability for harm caused by wrongful use of the Domain, unless customer promptly discloses the identity of the licensee to a party providing reasonable evidence of actionable harm.

The Customer agrees that registration of the Domain shall be subject to suspension, cancellation, or transfer pursuant to any ICANN or Nominet adopted policy. (1) to correct mistakes by any Registrar, the Registry, or the Registry administrator in registering the name, or (2) for the resolution of disputes concerning the Domain.

The customer acknowledges that they have read and understand Sigma Associates (UK) Ltd 's Personal Data Statement below.

Personal Data Statement

Information you must provide. In visiting our site, you are required to provide information (a) to register a domain name, (b) to update information about a domain name previously registered, or (c) to submit questions about our service. To register a domain name, you are required to provide the name you are registering; your name and postal address (or those of the person for whom you are registering the name); technical information about the computer with which the domain name will be associated; and the name, postal address, e-mail address, and voice and (where available) fax telephone numbers for the technical, administrative, billing, and zone contacts for the domain name. Once the domain name has been registered, your registration agreement requires you to correct and update this data promptly. If you submit a question about our service, you will be asked to provide your name, telephone number, and e-mail address.

Why you must provide the information. The information you provide when registering a domain name (or correcting or updating registration information) is required to allow the Internet to associate the domain name with your computer, to allow us to properly handle your account (including notifying you at renewal time), and to permit others operating or using the Internet to easily contact you to resolve issues that arise in connection with the domain name. It will also be stored under a data escrow program to keep the domain name operating in the event we leave the domain-name registration

business. When you submit a question to our website, contact information is needed so that we can respond.

Who will receive the information

We will provide information you submit in registering a domain name or updating related information to our own employees, to the administrator of the registry for the top-level domain in which you are registering (currently CORE, Inc. for .com, .net, and .org and Nominet for .UK), to operators and users of the Internet making Whois queries concerning your domain-name registration, to the Internet Corporation for Assigned Names and Numbers (ICANN) (which provides technical co-ordination for the Internet), and to escrow agents, auditors, Whois service providers, and replacement registrars that ICANN may designate. Information you provide in asking questions about our service may be given to our employees and, upon its request, to ICANN.

Protection of your information. We will take reasonable precautions to protect your personal information from loss, misuse, unauthorised access or disclosure, alteration, or destruction.

Accessing, correcting, and updating information

You are required to correct any erroneous or out-of-date contact information concerning your registration. In providing personal information about other individuals (such as someone in whose name you are registering or the domain name's technical or billing contacts), you represent that you have notified them of the purposes for which the information will be used, the recipients of the information, and that you have obtained their consent.

Registration and Renewals

We do not warrant or guarantee that the domain name applied for will be registered or renewed in the customers name or is capable of being registered or renewed by the customer. Domains are registered on a first come first served basis and therefore any transaction by the customer should only be treated as an application for registration or renewal. A successful transaction does not represent confirmation that the concerned domain has been acquired or renewed by the customer. In the unlikely event of an application failing, a full refund will be given. Accordingly customer should take no action in respect of the requested domain name(s) until they have been notified that their requested domain name has been registered or renewed by the registrar.

The registration of the domain name and its ongoing use is subject to the relevant naming authority's terms and conditions of use <http://www.nominet.org.uk/nominet-terms.html> and you the customer are responsible for ensuring that you are aware of those terms and conditions and can and do comply with them. You the customer irrevocably waive any claims you may have against the registrar 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 us shall be non-refundable in any event. The registrar accepts no responsibility in respect of the use of a domain name by the customer and any dispute between the customer 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. The registrar reserves 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 the customer 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 and any licensee directly or indirectly infringes the legal rights of a third party.

You the customer should ensure that you are aware of the expiration date of any domain owned by yourself. We will endeavour to notify you of any renewal dates through our registrar, but do not guarantee that renewal notices will get to you. It is ultimately the customers responsibility to ensure that the renewal of their domain takes place on time. Sigma Associates (UK) Ltd accepts no responsibility for any domain not being renewed on time.

You may be approached to renew your domain through other registrars. If the event of you renewing your domain through any registrar other than us, you will no longer be entitled to use our administration or nameservers which may result in loss of services attached to your domain. In order to resume use of administration or nameservers there is a fee of [see current price list](#), plus any further annual charges such as forwarding @ [see current price list](#).

Once the Domain Name and the customers details have been entered in the Register of Domain Names as a full registration no refund of fees will be payable by the registrar.

The registrar does not accept any responsibility for any Domain Name that is registered in error by the customer, likewise any domain that is misspelt by the customer upon request as a full registration. No refund of fees will be payable by the registrar under these circumstances.

Payment and Term

The customer agrees to pay the current rate for each domain registered by the customer. The customer acknowledges that domains are not reserved or registered until payment is received, and that all domain registration fees are non-refundable. The initial period of this agreement is 1 or 2 years, depending on the extension requested and will be renewed yearly for TLD's or biannually for .UK's upon payment of the then-current registration fee. The customer will be given 30 days notice prior to expiration of Domain registration in which to submit payment. If Domain registration fees are not paid within the 30 days prior to registration expiration, the Domain will be subject to deactivation

and/or termination by the Registry Administrator. In the case of a domain name being deactivated an activation charge will be levied. The rate for activation [see current price list](#) for .uk's and [see current price list](#) for TLD's (.com, .org, .net).

Ownership

The person or organisation listed as the organisational contact at the commencement of this agreement will be considered the "owner" of the domain name. To transfer ownership of the Domain to another party, the Customer must pay all outstanding registration fees, and submit a written letter to registrar that describes their intent to relinquish ownership of the Domain to another party. The new Domain owner must submit a written letter to registrar that indicates their acceptance of the terms of this agreement.

Charge Backs

In the event that payment for the Domain is revoked (for example, due to fraudulent credit card use or a bounced/cancelled cheque), the Domain will be immediately deactivated, and ownership of the Domain will be immediately transferred to registrar without prior notice to customer. A £50 penalty will be levied, which must be paid in full by before Domain ownership is returned to customer. The choice to accept payment and reactivate the Domain will be left at the sole discretion of the registrar.

Domain Name Dispute Resolution Policy

The customer agrees to be bound to Registrar's adopted policies.

TLD's : <http://www.icann.org/udrp/udrp-rules-24oct99.htm>

.UK's : <http://www.nominet.org.uk/ref/drs.html>

Forwarding

Forwarding is an option that can be added to the registered Domain. The current fee for forwarding is [see current price list](#). This is a gold forwarding service that includes no banner advertising and operates with full domain cloaking. This option may be billed separately from the domain depending on the frequency of the domain renewal. These services are provided independently of domain registration and Sigma Associates (UK) Ltd reserves the right to deactivate or disable these services (temporarily or permanently, at our option) for any of the following reasons. Non payment upon renewal, the facility being used for illegal activity, soliciting the performance of any illegal activity, conducting any activity which infringes on the rights of Sigma Associates (UK) Ltd or any third party, or sending of mass unsolicited email (SPAM).

Transfer of Domain

In the event of moving your tag away from HOSTZONE, a [see current price list](#) administration charge will be levied. There is also a charge of [see current price list](#) to change nameserver settings to another host.

Disclaimer of Warranties

EXCEPT AS SET FORTH HEREIN, REGISTRAR AND THE CUSTOMER EACH EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Backups and Contingency

At Sigma Associates (UK) Ltd we perform our system backup routines on a regular basis, however these are for our own contingency. We will not restore client's data, unless the cause of data loss is our fault. We strongly recommend that you store a copy of your data locally on your systems.

Limitations on Liability

Except for each party's respective indemnity obligations, in no event shall either party be liable for any special, incidental or consequential damages, or for interrupted communications, lost data or lost profits, arising out of or in connection with this Agreement.

Miscellaneous Provisions

- a. If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- b. The waiver of any breach of this Agreement will not operate as a waiver of any other or subsequent breach.
- c. This Agreement, including the Domain Dispute Policy, constitutes the entire understanding and agreement between Registrar and Customer. This Agreement may be amended at any time by the Registrar. Notification will be sent to the customer and it is the customer's responsibility to review any amendments within 28 days of notification. No response within this period from the customer, will constitute that they are in agreement with the amendments.

d. Any notices required or permitted hereunder may be given by electronic mail or fax if receipt is confirmed by the recipient, or if the notice is also sent by first class mail. Notice will be deemed given on the date the electronic mail is sent.