

# TERMS & CONDITIONS OF SERVICES

## GENERAL

### A. Definitions

In these Conditions, the following words and expressions have the following meanings:

Accredited Registrar

means an ICANN accredited registrar;

Conditions

means these terms and conditions;

Contract

means the contract for the provision of Services by IIRC to the Customer governed by the Order Form and these Conditions;

Customer

means the customer to whom IIRC has agreed to provide the Services and whose details appear on the Order Form and emailed order;

Customer Data

means data provided to IIRC by the Customer for the purpose of IIRC providing the Services;

Domain Name Services

means the processing of Orders with the Relevant Naming Authority on the Customers' behalf and such additional services as may be agreed between the parties. Section B of these Conditions relates to Domain Name Services;

Email Services

means the email services provided by IIRC and detailed in Section C of these Conditions;

IIRC

means Internet Intranet Resourcing Consultancy Limited (Company Number: 3156292), whose registered office is at 7 Medway Close, Skelton-in-Cleveland TS12 2JZ, and its employees, agents or sub contractors (as appropriate);

Fees

means the fees published (including any Pre-registration Fee and Deposit payable in respect of Pre-registration Services) by or on behalf of IIRC from time to time on the Website and payable in pounds sterling;

Global Domains

means domains which are not country specific including without limitation .com, .net, .org, .info;

Hosting Services

means Web-Hosting Services, Email Services and Back-up Services, collectively known as the Hosting Services and detailed in Section C of these Conditions;

Intellectual Property Rights

means any intellectual property rights or other proprietary rights including but not limited to copyright, design rights, trademarks or names and patents in each case whether registered or unregistered names;

Order

means the Customer's application for the Services;

Order Form

means any emailed order, order form and customer sign up pages displayed by or on behalf of IIRC on the Website, the Customer's website administration area or elsewhere;

Personal Data

means that which is given in the Data Protection Legislation;

Registrant

means the individual or company who has the legal right to use the domain name and whose name and postal address appear on the domain registry;

Regulations

means the Consumer Protection (Distance Selling) Regulations 2000;

Relevant Naming Authority/Domain Registry

means Nominet UK for UK domain names and ICANN for international domain names;

Reseller

means a Customer selling the Services to a third party or acting on behalf of a third party;

Secure Hosting Services

means the website hosting services provided on IIRC's Secure Server and detailed in Section C of these Conditions;

**Secure Server**  
means an IIRC Server that has a recognised digital certificate installed to allow SSL (Secure Socket Layer) encryption;

**Shared Certificate**  
means a shared certificate encryption ID issued by a chosen Provider

**Site Seal**  
means a seal issued by a Provider that enables a visitor to the seal owner's website to link to a page at the Provider's website, which shall display certain authentication information related to the organisation and domain listed in the seal;

**Services**  
means any services provided by IIRC to the Customer under this Agreement including without limitation Pre-registration Services, Domain Name Services, Hosting Services, Email Services and Web Re-direction Services;

**Transmit**  
includes use, facilitate (e.g. by operating chatroom, discussion groups, FTP sites etc), generate, link to, upload, post, publish, download, store, disseminate, email, send or receive via or in any way connected with our goods or services;

**Web-Hosting Services**  
means the website hosting services provided by IIRC and detailed in Section C of these Conditions;

**Website**  
means IIRC's website accessible at [www.iirc.co.uk](http://www.iirc.co.uk) or such other address as IIRC shall notify to the customer from time to time.

**Web redirection**  
means a service provided by IIRC whereby a domain can be configured so that it redirects an Internet user to a website located at a different Internet address.

**You**  
means the Customer applying for the provision of Services from IIRC.

A.1 Where appropriate, words denoting a singular number only shall include the plural and vice versa and words referring to an individual shall include a firm or company as appropriate and vice versa.

A.2 All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person in this Agreement are given or entered into jointly and severally.

A.3 The headings in these Conditions are inserted only for convenience and shall not affect their construction.

## **1. Application of Conditions**

1.1 These Conditions, the Order Form and any terms specifically agreed in writing by IIRC supersede any terms stipulated by the Customer in any negotiations or any course of dealing between IIRC and the Customer.

1.2 The Customer acknowledges that there are no representations outside the Contract that have induced it to enter into the Contract, and the Contract constitutes the entire understanding between the parties for the provision of the Services. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.

1.3 Unless otherwise provided in these Conditions no modification of the Contract shall be effective unless agreed in writing by a duly authorised representative of IIRC.

1.4 IIRC may from time to time amend these Conditions and any such amendment will be notified on its website. Should the Customer place an Order or continue to use the Services following implementation of an amendment it will be deemed to have accepted the amendment.

## **2. Obligations of the Customer**

2.1 The Customer shall not:

2.1.1 transmit any data or otherwise use our products or services in a manner which, we consider in our discretion in any way involves or includes or relates to conduct that is unlawful (including breach of any applicable laws, statutes, regulations, standards or codes of conduct whether or not compulsory), harmful, threatening, a nuisance,

abusive, harassing, tortuous, defamatory, vulgar, obscene, indecent, invasive of another's privacy, hateful, inflammatory, racially, ethnically or otherwise objectionable;

2.1.2 submit to IIRC any Order that it knows or should (after reasonable enquiry) have discovered, infringes or might reasonably be considered to infringe the Intellectual Property Rights of any third party;

2.1.3 use IIRC's Servers or any of the Services in any way that might reasonably be considered to infringe the rights of any third party, including but not limited to trademark infringement, copyright infringement, passing off and defamation.

2.1.4 reverse engineer, decode or in any way disassemble any software provided by IIRC in relation to the provision of the Services;

2.1.5 use the IIRC Server or any of the Services to send, relay, upload, post or receive replies to any unsolicited or unauthorised email messages, mobile phone messaging or any other form of messaging, promotional materials, junk mail, spam, chain letters or other form of solicitation ;

2.1.6 advertise a Customer Site, domain or any product or service offered by or through a Customer Site or domain hosted by IIRC using unsolicited or unauthorised means including junk mail, spam, chain letters or any other form of solicitation; or

2.1.7 knowingly give fraudulent or any other false information on the Order Form or otherwise enter information intended to conceal the Customer's identity. The Customer further acknowledges that it is its responsibility to notify IIRC of any changes to its details and to ensure that those details provided are kept up to date.

2.2 In the event of any breach of the provisions of clause 2.1 by the Customer, IIRC reserves the right forthwith to withdraw, suspend or cancel the Services.

2.3 The Customer acknowledges that it is solely responsible for maintaining adequate insurance cover in respect of any loss or damage relating to the provision of the Services.

2.4 The Customer acknowledges that the internet is not a completely secure medium of communication, and, whilst IIRC has taken steps to safeguard the security of some information (i.e payment details) the Customer inputs on the Website or sends to IIRC on the internet by using secure servers and Secure Sockets Layer ("SSL") technology which encrypts the information the Customer inputs on its system before it is transmitted to IIRC, IIRC is not and will not be responsible for any damages the Customer may suffer as a result of the loss of confidentiality of such information.

### **3. Obligations of IIRC**

3.1 In the event that the Customer submits any Order or uses any or all of the Services in such a way as may in IIRC's opinion expose IIRC to the risk of legal or other proceedings or expose IIRC to loss or damage of any kind, IIRC reserves the right to refuse to process or continue processing any Order or to withdraw, suspend or cancel the Services or take any other action as it, in its absolute discretion, sees fit.

3.2 IIRC will comply with all applicable data protection legislation in relation to the personal data that the Customer provides on the Order Form. All information provided to IIRC will be dealt with in accordance with IIRC's privacy policy which can be found on its Website. In order to maintain the integrity of the service, IIRC reserves the right to forward contact details to the police, or other regulatory authorities where requested to do so. IIRC may also forward contact details to the appropriate Domain Registry where a dispute arises concerning the Customer's use of a domain name(s) and where that use is deemed by IIRC to be inconsistent with these user conditions.

3.3 In the event that software that has been developed by third parties ("Third Party Software") is available to the Customer through the Website and such, Third Party Software is licensed to the Customer pursuant to separate terms ("Third Party Licenses") the Customer agrees that he has had the opportunity to review the Third Party Licenses and agrees to comply with them. In the event of a conflict between these Conditions and a term of a Third Party License, the terms of the Third Party License controls with respect to the applicable Third Party Software only.

#### **4. Fees**

4.1 The Customer shall pay to IIRC the Fees, inclusive of any additional costs incurred by IIRC in processing an Order (subject to clause 4.4).

4.2 The Fees shall be paid by the Customer, as detailed on the Website, without set off or counter-claim.

4.3 Invoices will be sent out on a monthly basis unless you have elected to pay for certain services annually. Payment terms on all invoices are 30 days from invoice date and any queries regarding the invoice must be done within 7 days of invoice date. Title of Ownership will not pass until full payment is received.

4.4 The Customer acknowledges that the provision of the Services is conditional on IIRC receiving payment of the Fees in full and in the event of non payment of Fees or suspected fraudulent activity in relation to payment of Fees by the Customer, IIRC reserves the right forthwith to withhold, suspend or cancel the Services.

4.5 The Customer acknowledges that occasionally unforeseen charges are incurred in processing Orders. IIRC shall obtain the Customer's written consent before incurring such charges.

4.6 Interest will be charged on overdue accounts at a rate of 7% above the Bank of England base rate. Such interest will be calculated on a daily basis from the date payment was due until the date payment is received (including any time following the entry of judgement).

#### **5. Refunds**

Unless otherwise provided in the Contract the Customer shall not be entitled to any refund of Fees.

#### **6. Suspension and Termination**

Without prejudice to any of its other rights, either party shall have the right to immediately terminate the Contract and IIRC may also suspend or restrict the Services to the Customer, if:

6.1 the Customer commits any material or repeated breach of the Contract and/or, fails to remedy any breach which is capable of being remedied within fourteen days of receipt of a notice requiring it to remedy such breach. For the purpose of this clause a breach of clauses 2, 3 or 4 detailed above may be deemed a non-remediable breach and IIRC may immediately suspend or restrict the Services without notice to a Customer breaching these clauses. In the case of a suspected breach by the Customer IIRC will take whatever steps it believes necessary to investigate and resolve matters;

6.2 the other is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of affecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of a relevant party under the Contract) or compounds with or convenes a meeting of its creditors or has a Receiver or Manager or an Administrator appointed over its assets or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party terminating means that the other may be unable to pay its debts.

#### **7. Proprietary Rights**

The Customer acknowledges that all title, rights and interest in the Services shall remain with IIRC and/or its suppliers and that the Customer shall not under any circumstances obtain any proprietary rights in respect of the Services.

#### **8. Force Majeure**

Neither party shall be in breach of the Contract if there is any total or partial failure of performance by it of its duties and obligations under the Contract occasioned by any act of God, fire, act of Government or State, war, civil commotion, insurrection, embargo, labour disputes of whatever nature and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under the Contract as a direct result of the effect of one of those reasons, that party shall give written notice to the other of the inability which sets out full details of the reason in question. The operation of the Contract shall be suspended during the period in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written

advice to the other of this fact. If the reason continues for a period which substantially affects the commercial intention of the Contract, the party not claiming relief under this clause 8 shall have the right to terminate the Contract upon giving 7 day's written notice of such termination to the other party.

### **9. Assignment**

The Contract is personal to the Customer and the Customer's rights may not be assigned, sub licensed or transferred in any way.

### **10. Severability**

Each provision of these terms and conditions excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the termination of the Contract howsoever occasioned.

### **11. No Waiver**

No waiver by IIRC shall be construed as a waiver of any preceding or succeeding breach of any provision.

### **12. Notices**

Any notice or other documents given under the Contract shall be given in writing and in English and shall be deemed to have been duly given on the date of dispatch if hand delivered or sent by first class post, express, airmail, other fast postal service, registered post or electronic media to the last known address of the party to whom the notice is addressed. To prove the giving of notice or other document it shall be sufficient to show that it was dispatched.

### **13. Governing Law**

The validity, construction and performance of the Contract shall be governed by English law and the parties hereby submit to the jurisdiction of the English Courts.

## **B. DOMAIN NAME SERVICES**

This Section B together with Section A of the Conditions constitutes the terms of the Domain Name Services provided by IIRC.

### **1. Obligations of the Customer**

1.1 The Customer attests that they are of legal age to enter into a Contract with IIRC.

1.2 The Customer shall not use any domain name registered by IIRC on behalf of the Customer to communicate, reproduce, transmit, store or knowingly receive any material that is offensive, abusive, indecent, defamatory, obscene, menacing or in breach of confidence or which infringes the Intellectual Property Rights of any third party.

1.3 The Customer acknowledges that the registration and use of domain names is subject to the terms and conditions of the Relevant Naming Authority and accordingly agrees to be bound by them. The registration and use of UK domain names is governed by Nominet UK, the registration and use of global domain names (.com, .net, .org, etc) which are governed by ICANN is performed through IIRC in conjunction with Namecheap (Accredited Registrar). In submitting an Order the Customer will be deemed to have read and understood the terms of the relevant registration agreement, which can be reached via the following links:

- Nominet (<http://www.nominet.uk/>)
- ICANN (<https://www.icann.org/resources/pages/responsibilities-2014-03-14-en>)
- Namecheap (<https://www.namecheap.com/legal/domains/registration-agreement>)

1.4 The Customer hereby authorises IIRC to act as the administrative, technical and billing contact on all Global Domains and to perform all functions associated with these roles. The Customer may act as the administrative and/or technical contact providing it has submitted a written request to IIRC and where the Customer is acting as the administrative/technical contact it acknowledges that in relation to its role as administrative/technical contact it is solely responsible for its acts and omissions and the consequences thereof. IIRC does not allow the Customer to act as the billing contact and if the Customer wishes to act as the billing contact it will have to transfer the domain away from IIRC who can accept no further responsibility for the domain.

1.5 Certain country code domains, e.g., .cn, require specific criteria to be met before a registration can be made. It is, therefore, the Customer's sole responsibility to ensure that they can meet these requirements and produce any documentary evidence which may be required within the specified time-frame. In submitting an Order the Customer will be deemed to have read and understood the terms of the Supplementary Registration agreement, which can be reached here.

1.6 The Customer agrees that any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the account and/or domain registry details which you have provided.

## **2. Obligations of IIRC**

2.1 IIRC shall use its reasonable endeavours to obtain registration of the domain names requested.

2.2 IIRC does not warrant or guarantee that the domain name requested by the Customer will be registered or be capable of registration and the Customer should take no action in respect of the requested domain name until the Customer has been notified that the requested domain name has been registered.

2.3 The Customer acknowledges that any domain names registered by IIRC on the Customers' behalf may subsequently be suspended or cancelled by persons other than IIRC.

2.4 If required by the Customer, IIRC will host any domain name registered through IIRC on IIRC's name-servers and provide web re-direction and e-mail forwarding services PROVIDED ALWAYS that the domain name is managed by IIRC and IIRC remains the technical and billing contact. The Customer acknowledges that if the domain is transferred to another registrar or management of the domain is transferred to another service provider or if the technical and/or billing contact is changed IIRC will no longer be under any obligation to host the domain and/or provide web re-direction and/or e-mail forwarding.

2.5 If the Customer does not make use of the web re-direction service for a domain, it will be re-directed to a holding page or other website. The Customer agrees that IIRC may amend the content of any holding page or change the destination of any re-direction at its sole discretion. This does not in any way affect the Customer's right or ability to make use of the Web Re-direction facility as and when the Customer chooses until such time as the domain name licence has expired.

## **3. Cancellation**

In entering into a Contract with IIRC for Domain Name Services, the Customer acknowledges that performance of the Contract will begin immediately and that it is hereby forfeiting its right to cancel the Contract under the Regulations.

## **4. Refunds**

4.1 If the domain name requested by the Customer is unable to be registered the Customer will be entitled to a refund of any Fees paid in relation to an Order.

4.2 Subject to clause 4.1 above the Customer shall not be entitled to any refund of Fees.

## **5. Transfers**

5.1 IIRC reserves the right to refuse to transfer a domain where any monies are due from the Customer to IIRC in respect of that domain name.

5.2 Where the Customer wishes to change the registrant of its domain to a third party IIRC will charge an administration fee of £20 for effecting the transfer. IIRC reserves the right to increase this administration fee if IIRC incurs costs in excess of £20 in effecting the transfer and IIRC will notify the Customer of the increased fee as soon as practicable.

5.3 Any domain name not registered through IIRC but subsequently transferred to IIRC is subject to the Conditions.

5.4 In submitting a request for a domain name to be transferred to IIRC the Customer warrants that it is the registrant of the domain name or is authorised to act for and on behalf of the registrant.

5.5 In the event of a dispute regarding the ownership of or any rights to a domain name transferred to IIRC, IIRC reserves the right to take any and all necessary action to protect itself including (without limitation) the right to give the registry key for the domain name to the registrant and/or to authorise the transfer of the domain name away from IIRC.

5.6 Once a domain name has been transferred away from IIRC then IIRC can accept no further responsibility for the domain or its associated data.

## **5.7 Transfers of Global Domains**

5.7.1 You agree that transfer of your domain names services shall be governed by ICANN's transfer policy, available at <http://www.icann.org/transfers/>, as this policy may be modified from time to time.

5.7.2 You agree that we may place a "Registrar Lock" on your domain name services and that this will prevent your domain name services from being transferred without your authorisation, though we are not required to do so. By allowing your domain name services to remain locked, you provide express objection to any and all transfer requests until the lock is removed. To transfer your domain names you need to send an email to [domains@iirc.co.uk](mailto:domains@iirc.co.uk) requesting the specified domains to be unlocked and/or to obtain the EPP "AuthCode" which is required to transfer domain services in an EPP registry (such as .org).

5.7.3 Only the registrant and the administrative contacts listed on the domain name may approve or deny a transfer request.

5.7.4 Without limitation, domain name services may not be transferred within 60 calendar days of initial registration, within 60 calendar days of a transfer, if there is a dispute regarding the identity of the domain name registrant, if you are bankrupt, or if you fail to pay fees when due. Transfer requests typically take five business days to be processed.

5.7.5 A transfer will not be processed if, during this time, the domain name registration services expire in which event you may need to reinstate the transfer request. You may be required to resubmit a transfer request if there is a communication failure. AS A CONSEQUENCE, YOU ACKNOWLEDGE THAT YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER IF THE TRANSFER PROCESS IS INITIATED CLOSE TO THE END OF A REGISTRATION TERM.

5.7.6 In submitting a request for a domain name to be transferred to IIRC the Customer agrees to pay the fee for the next renewal of the domain at the time of the transfer.

## **6. Renewal of Domain Names**

6.1 The Customer acknowledges that the Customer has ultimate responsibility for renewing the domain name and the Customer accepts that whether or not IIRC has successfully contacted the Customer pursuant to this clause IIRC cannot be held liable if the Customer fails to renew the domain name before its expiry.

6.2 The renewal of any domain name through IIRC is subject to the Conditions.

6.3 When renewing Global Domains IIRC reserves the right in its sole discretion to change the registrar through which the domain is registered and in requesting the renewal of a domain name the Customer authorises IIRC to make such a change.

6.4 IIRC does not warrant or guarantee that the domain name requested by the Customer will be renewed or be capable of renewal and the Customer should take no action in respect of the requested domain name until the Customer has been notified that the requested domain name has been renewed.

6.5 Any Global Domain name not renewed by its expiry date will be de-activated on the expiry date. To avoid loss of service, the Customer should ensure that domains are renewed well in advance of the expiry date. Uninterrupted service cannot be guaranteed. After the expiry date, IIRC may change the nameservers of a domain name and/or redirect the domain name to a web page showing advertising or promotional materials of IIRC or third parties.

6.6 Any Global Domain name not renewed 30 days after its expiry date will enter into a Redemption stage, for which fees will apply for reinstatement and renewal. After this stage the domain will be deleted. Once a domain

has been deleted it cannot be renewed. At this point it will be released to the public to be re-registered on a first-come, first served basis. To avoid loss of a domain name, the Customer should ensure that domains are renewed well in advance of the end of the 30-day grace period following the expiry date. Successful renewal cannot be guaranteed.

## **7. Resellers**

7.1 If the Customer is acting in the capacity of a reseller of the Services or on behalf of a third party the Customer agrees:

- to ensure that its customers or the third party are bound by the Conditions or terms and conditions no less exhaustive than the Conditions;
- to ensure that at all times it acts in accordance with its customers' instructions;
- to ensure that it seeks permission from its customers before passing any of their personal data to IIRC;
- to provide all appropriate support to its customers including without limitation general customer services, billing and collection of fees and technical support;
- to use commercially reasonable efforts to inform its customers when a domain name registration is due for renewal at least thirty (30) days prior to the end of the applicable registration term;
- not to incur any liability on the part of IIRC; and
- not to make any representation or warranty on behalf of or pledge the credit of or otherwise bind IIRC.

7.2 IIRC reserves the right to contract with the Customer's customer directly in relation to the provision of the Services on termination of the Contract with the Customer howsoever arising and/or in the event that IIRC is unable to contact the Customer and/or in the event that IIRC receives a complaint from the Customer's customer providing that the Customer's customer has requested IIRC to contract with them.

## **C. WEB-HOSTING, SECURE HOSTING, SSL CERTIFICATES, EMAIL AND BACK-UPS**

This Section C together with Section A of the Conditions constitute the terms of the Web-Hosting Services, Email Services and Back-up Services, collectively known as the Hosting Services.

### **1. Licence**

In accepting the Customer's application to subscribe to the Hosting Services, IIRC grants the Customer a non exclusive, non transferable, royalty free and restricted licence to use the requested services package, as published on the website at the time such services are purchased.

### **2. Provision of Services**

2.1 The facilities and services provided within the Services will be defined by the description of the services applied for by the Customer on the Website at the time of the application, including but not limited to the specification of the storage space and data transfer that will be made available. If the storage or data transfer limits are exceeded, it will be necessary for the Customer to upgrade the Services or purchase additional storage and/or data transfer as required.

2.2 Whilst IIRC undertakes to use reasonable endeavours to provide the Services promptly following the Customer's application, it is possible that restrictions in the availability of resources may lead to a delay.

2.3 Whilst IIRC undertakes to use reasonable endeavours to maintain an acceptable level of security, it cannot give any guarantee regarding the security of material hosted on the IIRC Server.

2.4 Whilst IIRC undertakes to use reasonable endeavours in the provision of the Services, it does not guarantee that provision of the Services will be error free or uninterrupted.

2.5 IIRC may from time to time have to suspend the Services for repair, maintenance or improvement and in such circumstances IIRC undertakes to notify the Customer as far in advance as possible and to endeavour to keep the period of suspension to the minimum length of time necessary to carry out such works.

2.6 In light of clauses 2.3, 2.4 and 2.5 above the Customer accepts that the Services are not intended to be used in circumstances where fail safe performance is required.

2.7 IIRC reserves the right to suspend or modify the Services if the Customer's continued use of the Services is



determined, at IIRC's sole discretion, to be detrimental to the running of any IIRC Server or to the use of the Services by any other Customer.

2.8 IIRC reserves the right to terminate the Contract for the provision of Services at any time. If IIRC exercises this right for any reason other than as described elsewhere in these Conditions, IIRC will give 30 days notice of termination. Only full calendar month refunds, where Fees have been paid for in advance of Services, will be repaid.

2.9 IIRC reserves the right to monitor the Customer Site, the IIRC Server and the Customer's use of the Hosting Services and shall be entitled at all times and without notice to refuse to host any material and/or to suspend availability of the Customer Site or other Hosting Services and/or to remove any material which IIRC in its sole discretion believes contravenes any of the warranties in clause 3 below or otherwise harms IIRC.

2.10 Where IIRC proposes to take action pursuant to clause 2.9 above it shall notify the Customer of its action as soon as possible.

2.11 IIRC's rights to suspend availability of the Customer Site or other Hosting Services and/or remove material is without prejudice to the Customer's sole responsibility for the content of the Customer Site or other Hosting Services and to the warranties given by the Customer under clause 3 below.

2.12 The Customer acknowledges that hosting of the Customer Site and/or the provision of the Customer email account does not amount to IIRC's approval of the Customer Site or material on the site or the Customer's use of email or the IIRC Server and shall not under any circumstances constitute a waiver of any of IIRC's rights or the Customer's obligations under this Agreement.

2.13 On termination of the Contract, howsoever arising, IIRC shall be entitled to immediately stop access to and to remove all material from the Customer Site and email account and also to post an appropriate notice regarding the lack of availability of the Customer Site and email account

2.14 Unless the Customer has purchased the Back-up Services in connection with the Hosting Services, the Customer shall be solely responsible for making and maintaining its own back ups of any material on the Customer Site and/or email account and acknowledges that IIRC cannot be held responsible for the consequences of any loss of such material.

#### **2.15 In relation to the use of email aliases and sub-domains:**

2.15.1 If the Customer applies to use an email alias or sub domain attached to a domain not owned by the Customer, IIRC cannot guarantee that the desired alias or sub domain will be available;

2.15.2 If the Customer applies to use an email alias or sub domain attached to a domain not owned by the Customer, IIRC cannot guarantee that the selected domain will continue to be available beyond the initial term of the Email or Hosting Services applied for.

#### **2.16 In relation to the Back-up Services:**

2.16.1 IIRC will use reasonable efforts to back up the Customer's data from the IIRC Server as defined by the description of the Back-up services on the Website at the time of the application, but IIRC shall not in any way be responsible or liable for any loss, damage, costs, expenses or other claims for compensation arising from any data, file or material being damaged, corrupted or lost from whatever cause;

2.16.2 If the disk space allocated to the Customer for the Back-up Services is fully utilised, the back-up process will overwrite the oldest data back-up stored at that time, resulting in the loss of the overwritten back-up;

2.16.3 On written request, IIRC will restore data from a data back-up to the IIRC Server, subject to a monthly limit, which is currently set to one such request per month.

#### **2.17 In relation to the Secure Hosting Services and SSL Certificates:**

2.17.1 The Provider has sole authority over the issuing of SSL Certificates, Site Seals and Shared Certificates and IIRC cannot be held responsible for any unsuccessful applications;

2.17.2 The provision and use of Shared Certificates and Site Seals is governed by additional terms and conditions laid down by the certificate Provider

2.17.3 All scripting software including but not limited to CGI and PHP scripts must be submitted to IIRC for approval before being used on the Secure Server, such approval is to be granted or denied at IIRC's sole discretion;

2.17.4 Any scripting software that is determined, at IIRC's sole discretion, to be detrimental to the running of the Secure Server or any IIRC Server or to the use of the Services by any other Customer may be removed by IIRC, notwithstanding that it may previously have been approved by IIRC for use on the Secure Server;

2.17.5 IIRC will use reasonable efforts to ensure the security of its Secure Hosting Services, including the use of Secure Socket Layer encryption and firewall technology, but IIRC shall not in any way be responsible or liable for any loss, damage, costs, expenses or other claims for compensation arising from any breach of security from whatever cause.

### **3. Customer Warranties**

The Customer warrants, represents and undertakes:

3.1 that it has the knowledge referred to in clause 2.17. The Customer accepts that it is not the responsibility of IIRC to ensure that the Customer has such knowledge or to provide such knowledge or support or assistance and that any assistance that may be given is offered purely on a goodwill basis;

3.2 that it will obtain all necessary licenses and consents in respect of any material posted on the Customer Site, email account or IIRC Server prior to posting such material;

3.3 that any material posted on the Customer Site or IIRC Server or email sent through the Customer email account is not offensive, abusive, indecent, defamatory, obscene, menacing, in breach of confidence, and/or does not infringe the Intellectual Property Rights of any third party or contain a virus or other hostile code or constitute or encourage a criminal offence;

3.4 that sending unsolicited emails, spamming from IIRC Servers or using email addresses that are maintained by us is STRICTLY prohibited and will qualify your Account for immediate suspension with no refund. IIRC would be the sole arbiter as to what constitutes a violation of this Clause.

3.5 that it will not transmit any such material from the Customer Site or IIRC Server nor will it link to any such material from the Customer Site or IIRC Server;

3.6 that it will not nor will it permit or authorise any other party to use the IIRC Server or the Customer Site in breach of any law or regulation;

3.7 that it will not nor will it permit or authorise any other party to use the IIRC Server or the Customer Site in any way which is or may be detrimental to IIRC;

3.8 to abide by any limitations imposed by IIRC and to keep secure any confidential information provided by IIRC including any passwords to use the Hosting Services and/or the Email Services.

### **4. Cancellation**

4.1 Should the Customer wish to terminate any Services, not including Domain Name Services, then the Customer is required to give 30 day's notice of such termination in accordance with clause 12 of Section A of these Conditions and upon cancellation the Customer shall receive a refund of any Fees paid for the Services. Only full calendar month refunds, where Fees have been paid for in advance of Services, will be repaid.

4.2 If the Customer is acting as a consumer and not as a business in submitting an Order for any Services, not including Domain Name Services, then pursuant to the Regulations, the Customer may, for a period of seven working days commencing with the day following IIRC's acceptance of the Order, cancel the Contract by giving notice in accordance with clause 12 of Section A of these Conditions and upon cancellation the Customer shall receive a refund of any Fees paid in relation to the Order in question.

4.3 The Customer accepts that any use of the Services by the Customer will amount to a waiver by the Customer of its right to cancel the Contract under clause 4.2 above.