

Terms and Conditions

- Terms and conditions applicable to all Novara.ie services

- Terms used
- General
- Communications
- Payment
- Combo Deals

- Cancellation Policy
- Monthly Payment
- Renewal
- Security
- Complaints Procedure
- Support

- Changes to services
- Proprietary Rights
- Limitations Of Liability And Disclaimers
- Indemnity
- Entire Agreement
- Multi Year Deals

- Dedicated Servers & Colocation Terms & Conditions
- Register.ie Domain Name Registration Services Terms and Conditions

- .ie domains
- All Other Domains

- Registration Agreement
- Top Level Domains
- Country Code Top Level Domains
- .EU Domains

- Host.ie Hosting Services Terms and Conditions

- SSH Access
- Bandwidth

- Web pages

- Host.ie Service Level Agreement

- Service Level Agreement Detail
- Exceptions to Service Level Agreement Detail
- SLA Credit Request and Payment Procedures
- Hardware Failures

- Promote.ie Terms and Conditions

- URL Guidelines

- Securecerts.ie terms and conditions
- Whoislookup.ie terms and conditions
- Transfer Management Service
- Terms and Conditions of use of the NCM

- Corporate Clients
- Reseller Clients
- Renewals
- Support
- Reseller Communications
- Retail Clients

Terms and conditions applicable to all Novara.ie services

Terms used

NCM - Novara Customer Management system
General

Ordering our services and accessing your account is deemed acceptance of these Terms & Conditions. Please note that Novara.ie may terminate your account without notice for any breach of these Terms.

All orders received via the NCM will be stalled pending standard security checks. Subsequent to standard security checks we reserve the right not to proceed with any order received via any channel.

For your protection we are not in a position to accept new registrations, transfers, modifications by email/telephone. You must place all transactions online via the NCM.

If you are concerned about putting your credit card details over the Internet we have an option to place the order on our site, select "payment by credit card over the phone" and then ring us upon completion of the order to give us your card details to complete the order.

You may be barred from accessing any of your Novara services if Novara determines you have violated these Terms and Conditions, if you have failed to remit any applicable renewal fees when due, if any representation, statement or warranty made by you is untrue in any respect or if Novara receives a court order or other legal action relating to your account. Novara.ie reserves the right to immediately suspend any customer access to Novara services until such breach or non-compliance is cured.

In addition, if you violate any of these Terms and Conditions you will forfeit all credits and any other amounts accruing to you and there will be no refund of any fees prepaid by you.

If you subscribe to a Novara service which is made up of two or more individual services and you violate the Terms & Conditions applicable to one of such individual services, your use of the particular individual service will be terminated, but the remaining services will remain active pending an investigation of all relevant matters.

We reserve the right to amend and update these Terms and Conditions at any time as is necessary without notice.

The laws of Ireland govern these Terms & Conditions.

Multi Year Deals Services purchased for multiple years to avail of discounts offered are purchased for the full term of the years selected and are not subject to refund in any circumstances before the end of the term selected.

Communications

All communications concerning services and renewals will be via email.

It is the responsibility of the customer to check the email account they enter as authoritative for their service on a regular basis for any correspondence from Novara subsidiaries.

You will be notified 48 hours in advance of any potential outages to your service that result from planned maintenance. Planned maintenance will be carried out at weekends at a time that will cause minimum inconvenience. Any outages caused by unplanned maintenance will be compensated as per the terms of our Service Level Agreement.

Payment

Payment is in advance for retail and reseller customers.

For retail and reseller clients service will only commence once payment is received. Services ordered on a pro-forma

basis in the NCM awaiting payment via any option except credit/Laser card, have no legal status until payment is received.

If you select payment by credit card the nominated card will be billed immediately for the service on the understanding that the service requested will be provided as soon as is practicable.

Novara will provide an account credit to the amount of any refund required. Cash refunds will not be provided except in instances required by the Consumer Protection Act.

The customer is responsible for all charges on the service account until a written cancellation request is received via the NCM or the service is allowed to lapse through renewal.

In the event that Novara terminates your account for violation of these terms and conditions you will not be entitled to the return of any fees paid with respect to any such terminated account service.

Discounts and combination deals are not capable of being combined in the one purchase. Each promotion scheme is completely separate.

Combo Deals

Any service purchased as a Combo may not be broken into its constituent parts and reallocated to other domain names. Combo deals are annually renewable at the standard price for the Combo.

Cancellation Policy

In respect of annual payments if you cancel any subscriptions to a Novara service before the end of the annual contract you will not be entitled to a refund of all or part of amounts already paid by you.

Monthly Payment

A set up fee of €9.99 plus vat applies to all monthly payment option. This must be paid in conjunction with the first month's payment. Monthly paid accounts are only set up when first month's payment is received.

If payment by direct debit/credit card payment fails Novara.ie reserve the right to suspend your account without notice, terminate your monthly payment option and request payment for 12 months in advance if service is to resume.

If a payment by direct debit fails Novara will pass on the bank's fee for this being €3.50 for each failed presentation.

Banks will decline to accept instructions to pay Direct Debits from savings accounts, ensure that the direct debit is from a valid current account.

All notifications in respect of amounts that will be billed to the client's account via direct debit payment will be sent to the client by email.

Novara require one month's notification of the cancellation of any monthly paid service. Notification must be sent to accounts@novara.ie

Renewal

Renewal notifications are sent to the billing contact email address. For your convenience we also post physical invoices to the address that appears in the Billing Contact field in the NCM

Renewal notifications will in all instances be via email and will be sent 60,30 and 5 days before the renewal date.

The annual renewal fee is due 12 months from the date on which your domain/account/service is ordered. If the renewal payment is not received by the renewal date your service will be suspended on the renewal date. If payment is not received within 10 days of the suspension of your service, your domain name/website/other Novara service is automatically permanently deleted from our system and cannot be retrieved. After this date in the case of domain names your domain will become available for others to register.

The renewal date for a .ie domain is 12 months from the date on which the order was placed with Register.ie and not 12 months from the date on which the IEDR accepts the domain.

It is the responsibility of the client to ensure that Novara have the most up to date contact details in the NCM.

Upon termination of the service through cancellation or failure to renew, your right to use the service immediately ceases. Novara.ie shall have no obligation thereafter to forward any information associated with your account.

It is the responsibility of the client to ascertain that their service has been successfully renewed. This is easily done by:

1. In the case of non .ie domains going to whoislookup.ie and entering the domain there. The expiry date is displayed as part of the output.
2. In the case of all other services log into the NCM and click on the details relating to that service. The expiry date is displayed as part of the output.

Security

Your login details for all Novara services must not be divulged to any other person, and you should take all reasonable precautions to ensure that it is not discovered by other people.

The username and password for your account on the NCM will, on request, be sent in all instances to the Admin email address as last updated by you. It cannot be sent to any other email address.

Modifications to information stored about client accounts in the NCM can only be modified by the client successfully logging in with the correct username and password.

You agree to notify Novara.ie immediately of any known or suspected unauthorized access to or use of your access details, your password, the password of any individual user to whom you have issued a login ID or any other breach of security or misuse of Novara.ie services known to or suspected by you. You may change your/your users access details at any time using our online systems.

Complaints Procedure

If for any reason you are unsatisfied with any Novara.ie service we provide a comprehensive complaints procedure. To log a complaint please go to the Support Centre section of the NCM. Once you log a complaint in the NCM it will be processed and responded to within 7 days. We require that clients complete this procedure before contacting third parties/making public statements.

Support

Novara provides comprehensive support for all their services. Text chat support is provided 9am-5.30pm

Novara do not provide direct support to the clients of resellers unless by prior agreement.

Text chat is a free service provided to customers by qualified Engineers subject to the following terms and conditions:

1. In advance of entering the conversation you generate a CASE ID using our CASE ID Logger on this page: http://www.novara.ie/contact_us.htm

2. Clients that SHOUT or are abuse on text chat will have their account cancelled with immediate effect (depending on severity of behaviour).

3. Our support Engineers can only provide support for the services that we have sold you i.e. the hosting of your website and the hosting of your email (please see <http://www.host.ie/support.php#apps> for what is/is not supported).

4. Where it is clear to our Engineers that the issue you have relates to services you bought from third parties (be it broadband, software or other applications/services) this will unambiguously be brought to your attention with proofs that this is the case.

We provide a host of free troubleshooting tools that can help you identify where your problem is (www.whoislookup.ie, www.networkwatch.ie and <http://support.novara.ie>), Please don't expect us to fix problems caused by others and unrelated to what you have paid us to do (host your website and email) unless you are prepared to pay us to do it.

In the event of complaints please email our Managing Director, Eoin Costello at eoin@novara.ie

Changes to services

Novara may change any of the Novara services at any time and from time to time without notice, including terminating the offering of any Novara service altogether.

Proprietary Rights

Novara.ie hereby grants you a non-exclusive, non-transferable license to use the software of the NCM and the NHP in object code form only on a server controlled by Novara.ie. You are not being granted any right to copy the software or to use it on computers other than a server controlled by Novara.ie. If any revision or modification to the NCM and the NHP software materially changes your ability to conduct business, your sole remedy is to terminate the Agreement pursuant to the Section regarding termination of service.

Limitations Of Liability And Disclaimers

The maximum liability of Novara.ie in respect of any of its services, unless otherwise agreed by prior written agreement, shall be the fee in respect of 12 months for the relevant service.

If a client Requires that Novara undertake a higher level of guarantee/responsibility than is provided for in the Service Level Agreement this must be through full disclosure on the part of the client of the level of potential exposure the client is asking Novara to undertake, what level of compensation the client would expect in the event of failure in the provision of that service, negotiation and written agreement. In all other situations Novara's maximum liability is governed by the terms outlined in the Service Level Agreement.

For the purpose of this provision, informal discussions will not constitute agreement to depart from the terms of liability of the Service Level Agreement. For an agreement whereby Novara undertakes a higher level of guarantee/responsibility than is provided for in the Service Level Agreement to be valid it will require the authorisation and signature of the chief executive of Novara.ie.

It is essential that you disclose in full your requirements at the outset and the degree to which the Novara service you engage is/is not critical to the operation of your business. Unless otherwise agreed in writing all services are provided on the basis that Novara's maximum liability to the client is one year of fee for the relevant fee as is provided for in the Novara service level agreement.

The information, software, products, services and other material included in or available through Novara.ie may not be complete, and may include inaccuracies or errors, and may also be modified, discontinued or deleted from time to time without notice. Advice, information, products, services or other materials received via Novara.ie subsidiaries should not be relied upon for personal, medical, legal, business, financial or other decisions and is not intended to replace the advice of appropriate and qualified professionals. You should consult an appropriate professional for specific advice tailored to your situation.

Your access to and use of the service of Novara.ie is at your own risk. Novara.ie makes no guarantees of any kind regarding the dependability, accuracy, security, timeliness or availability of Novara services apart from those specific guarantees

provided in respect of individual products and detailed in the Service Level Agreement

Indemnity

You agree to defend, indemnify and hold Novara.ie and its suppliers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to legal fees) arising from your violation of these terms and conditions or any third-party's rights, (including, without limitation, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights). These obligations will survive any termination of your relationship with Novara.ie.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties.

Register.ie Domain Name Registration Services Terms and Conditions

We do not warrant or guarantee that the domain name applied for by you is capable of being registered by you. You should not take action in respect of your requested domain name until you have been notified that your requested domain name is fully registered with the relevant body.

As long as all renewal fees are paid at the relevant date your domain name/s remain your property at all times as the registrant and can be transferred away from Novara at any time at your sole discretion.

Domains must be renewed annually to remain in the control of the current registrant. Register.ie will, on a best efforts basis, inform the current registrant of when their domain name is due for renewal.

All management of domain names and changes of admin details via the NCM is the responsibility of the domain owner. Register.ie will facilitate such changes via our NCM. However, as a term of the usage of our NCM, domain registrants may not hold Register.ie responsible if these management systems are abused by persons known/unknown to the registrant who authenticate themselves using the registrants log in details.

The security of all matters, specifically relating to username and passwords, relating to the management of their domain names is the responsibility of the registrant.

All domains registration services are provided subject to the relevant naming authority's terms and conditions.

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 such a dispute. We reserve the right on our becoming aware of such a dispute to either suspend or cancel the domain name and/or to make appropriate representations to the relevant naming authority if necessary.

You warrant that to the best of your knowledge neither the registration of the name or the manner in which it is being used directly or indirectly infringes the legal rights of a third party.

It is a condition of registration that the registrant (you) agree to defend, indemnify and hold harmless Register.ie and its servants or agents, against any loss, damage, liability, claim or expense resulting from a claim or claims asserted by a third party regarding ownership of or right to use the domain name in question.

In the case of domain transfers, monitoring of the transfer progress is your responsibility. Novara staff do not have access to the transfer system, this is available to you via the NCM. Full instructions on how to successfully transfer domain names is provided in the help section of Register.ie

.com Domain Transfer Fees: Our standard fee for transfer of a .com is not refundable irrespective of whether or not the transfer is successful. However in the event of the failure of a transfer you can re-initiate the transfer by contacting us and we will resubmit your transfer request for the same domain name multiple times free of charge.

.ie domains

Under IEDR rules as long as your application remains unsupported by the necessary documentation the domain you have applied for is available to all comers on a first come first served basis (i.e. the IEDR will award the domain name to whomever provides the correct documentation first). Register.ie does not take responsibility to register domain names in a situation where full and correct documentation has not been supplied in a timely manner.

It is our standard procedure not to issue refunds for any services commissioned with us. The same applies in the case where .ie's ordered do not proceed to full registration (for reasons such as no documentation provided, client no longer wishes to register domain). However in extreme situations, where no fault on the part of the client has contributed to the cancellation, we may give a refund subject to the deduction of an administration fee.

Please see the Irish Domain Registry's full terms and conditions

The renewal date for a .ie domain is 12 months from the date on which the order was placed with Register.ie not from the date on which the IEDR accepts the domain.

Register.ie act as an agent for the Irish Domain Registry and operate on a best efforts basis. Complaints concerning the procedures of the Irish Domain Registry should be directed to that body.

All Other Domains

By proceeding with your search and or registration of a .COM, .NET or .ORG domain name, you agree to the terms and conditions of the "Uniform Domain Name Dispute Resolution Policy.

For the full and up to date terms and conditions of all TLD and non-TLD domain extensions please see the terms and conditions section of Register.ie.

EXHIBIT A

Registration Agreement

1. In this Registration Agreement ("Agreement"), "Registrant", "you" and "your" refers to the Registrant of each domain name registration, "we", "us" and "our" refers to Tucows.com Co., and "Services" refers to the domain name registration services provided by us as offered through Novara IT, the Registration Service Provider ("Reseller"). Any reference to a "registry," "Registry" or "Registry Operator" shall refer to the registry administrator of the applicable TLD or ccTLD. This Agreement explains our obligations to you, and explains your obligations to us for the Services. By agreeing to the terms and conditions set forth in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by a registry for that particular registry only.

2. **SELECTION OF A DOMAIN NAME.** You acknowledge and agree that we cannot guarantee that you will obtain a desired domain name registration, even if an inquiry indicates that a domain name is available at the time of your application for same. You represent that, to the best of the your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly to be used, infringes upon the legal rights of a third party and further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose.

3. **FEES.** As consideration for the Services, you agree to pay Reseller the applicable service(s) fees prior to the effectiveness of a desired domain name registration or any renewal thereof. All fees payable hereunder are non-refundable even if your domain name registration is suspended, cancelled or transferred prior to the end of your current registration term. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process, and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You represent that the Account Information and all other statements put forth in your application are true, complete and accurate. Both Tucows and each registry reserves the right to terminate your domain name registration if: (i) information provided by you or your agent is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive; or (ii) you have failed to maintain, update and keep your Account Information true, current, complete, accurate and reliable. You acknowledge that a breach of this Section 3 will constitute a material breach of our Agreement which will entitle either us or a registry to terminate this Agreement immediately upon such breach without any refund and without notice to you.

4. **TERM.** This Agreement will remain in effect during the term of your domain name registration as selected, recorded and paid for at the time of registration or any renewal thereof. Should the domain name be transferred to another registrar, the terms and conditions of this Agreement shall cease.

5. **MODIFICATIONS TO AGREEMENT.** You acknowledge that the practice of registering and administering domain names is constantly evolving; therefore, you agree that Tucows may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with its agreements with ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances. Your continued use of the domain name registered to you will constitute your acceptance of this Agreement with any revisions. If you do not agree to any change, you may request that your domain name registration be cancelled or transferred to a different accredited registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

6. **MODIFICATIONS TO YOUR ACCOUNT.** In order to change any of your account information with us, you must use the Account Identifier and Password that you selected when you opened your account with us. You agree to safeguard your Account Identifier and Password from any unauthorized use. In no event shall we be liable for the unauthorized use or misuse of your Account Identifier or Password.

7. **NO GUARANTY.** You acknowledge that registration or reservation of your chosen domain name does not confer immunity from objection to the registration, reservation or use of the domain name.

8. **DOMAIN NAME DISPUTES.** You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the dispute policy adopted by the applicable registry. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable policy. If Tucows is notified that a complaint has been filed with a judicial or administrative body regarding your domain name, Tucows may, at its sole discretion, suspend your ability to use your domain name or to make modifications to your registration records until (i) Tucows is directed to do so by the judicial or administrative body, or (ii) Tucows receives notification by you and the other party contesting your domain that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration or use of your domain name, Tucows may deposit control of your registration record into the registry of the judicial body by supplying a party with a registrar certificate from us.

9. **POLICY.** You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to a Tucows, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Tucows, registry, ICANN or government-adopted policy, (1) to correct mistakes by us or a registry in registering the name or (2) for the resolution of disputes concerning the domain name.

10. **AGENCY.** Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name. You represent that you will secure the agreement of any third party to the terms and conditions in this Agreement

11. **ANNOUNCEMENTS.** We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

12. **LIMITATION OF LIABILITY.** You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for the initial registration of your domain name. Tucows and its directors, employees, affiliates, subsidiaries, agents and third party providers, ICANN and the applicable registries shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential

damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

13. **INDEMNITY.** You agree to release, indemnify, and hold Tucows, its contractors, agents, employees, officers, directors and affiliates, ICANN, the applicable registries and their respective directors, officers, employees, agents and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties arising out of or relating to the registration or use of the domain name registered in your name, whether used by yourself, licensed to a third party or pursuant to the Whois Privacy Service, including without limitation infringement by you or a third party with access to your Account Identifier and Password. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in the suspension or cancellation of your domain name. This indemnification obligation will survive the termination or expiration of this Agreement.

14. **TRANSFER OF OWNERSHIP.** The person named as Registrant on the Whois shall be the registered name holder. The person named as Administrative contact at the time the controlling Account Identifier and Password are secured, shall be deemed the designate of the Registrant with the authority to manage the domain name. You agree that prior to transferring ownership of your domain name to another person (the "Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

15. **BREACH.** You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.

16. **RENEWALS AND FORFEITURE.** Domain names are registered for a finite period of time. You will receive reminders immediately prior to the expiration of your registration inviting you to renew your domain name. In the event that you fail to renew your domain name in a timely fashion, your registration will expire and we may, at our discretion, elect to assume the registration and may hold it for our own account, delete it or we may sell it to a third party. If you fail to renew your registration, your domain name may cease to resolve and visitors to your site may be redirected to a default page advising them that the site is no longer in service. If we have elected to renew the registration, you will be entitled to a grace period during which you may purchase the domain name from us. Additional costs may apply.

17. **DISCLAIMER OF WARRANTIES.** You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

18. **INFORMATION.** As part of the registration process, you are required to provide us certain information and to update

us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information:

(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, and voice and fax (if available) telephone numbers of the administrative contact for the domain name;

(d) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and

(e) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the technical contact for the domain name.

Any voluntary information we request is collected in order that we can continue to improve the products and services offered to you through your Reseller.

19. DISCLOSURE AND USE OF REGISTRATION INFORMATION. You agree and acknowledge that we will make domain name registration information you provide available to ICANN, to the registry administrators, law enforcement agencies and to other third parties as applicable. You further agree and acknowledge that we 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 (such as through our Whois service) or other purposes as required or permitted by ICANN and applicable laws.

(a) 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 us.

(b) You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller.

(c) We will not process or maintain 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.

(d) We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized disclosure, alteration or destruction of that information.

20. **OBLIGATION TO MAINTAIN WHOIS.** Your wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or any failure to respond to inquiries by us addressed to the email address of the registrant, the administrative, billing or technical contact appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by ICANN or an applicable registry policy.

21. **REVOCAION.** We, in our sole discretion, reserve the right to deny, cancel, suspend, transfer or modify any domain name registration to correct a mistake, protect the integrity and stability of the company and any applicable registry, to comply with any applicable laws, government rules, or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or cancel, suspend, transfer or modify your domain name registration.

22. **INCONSISTENCIES WITH REGISTRY POLICIES.** In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable registry, the term, condition, policy or procedure of the applicable registry shall prevail.

23. **NON-WAIVER.** Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

24. **NOTICES.** Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender. E-mail notification to Tucows must be sent to lhutz@tucows.com. Any notice to you will be sent to the e-mail address provided by you in your Whois record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing Postal notices to Tucows shall be sent to: TUCOWS.com Co..

Registrant Affairs Office

96 Mowat Avenue

Toronto, Ontario M6K 3M1 CANADA

Attention: Legal Affairs

and in the case of notification to you shall be sent to the address specified in the "Administrative Contact" in your Whois record.

25. **ENTIRETY.** You agree that this Agreement, the applicable dispute policy and the rules and policies published by Tucows and any applicable registry or other governing authorities are the complete and exclusive agreement between you and us regarding our Services.

26. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

27. INFANCY. You attest that you are of legal age to enter into this Agreement.

28. FORCE MAJEURE. You acknowledge and agree that neither we nor the applicable registry shall be responsible for any failures or delays in performing our respective obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.

29. PRIVACY. Information collected about you is subject to the terms of Tucows' privacy policy, the terms of which are hereby incorporated by reference. Tucows' privacy policy can be found at: <http://www.tucows.com/privacy.html>

30. CONTROLLING LANGUAGE. In the event that you are reading this Agreement in a language other than the English language, you acknowledge and agree that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.

31. TLD'S. The following additional provisions apply to any domain names that you register through Tucows with the various registries:

(a) .com/net Domains: In the case of a ".com" or ".net" registration, the following terms and conditions will apply:
(i) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry; these policies are subject to modification;

(ii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

(b) .org Domains: In the case of a ".org" registration, the following terms and conditions will apply:
(i) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;

(ii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

(c) .info Domains: In the case of a ".info" registration, the following terms and conditions will apply:
(i) Registrant's Personal Data. You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal data by Afiliás, the .INFO registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract.

(ii) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;

(iii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario;

(iv) Reservation of Rights. Tucows and Afilias expressly reserve the right to deny, cancel, transfer, or modify any registration that either registrar or Afilias deems necessary, at its discretion, to protect the integrity and stability of the registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Afilias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Afilias also reserve the right to suspend a domain name or its registration data during resolution of a dispute.

(d) .biz Domains. In the case of a ".biz" registration, the following terms and conditions will apply:

(i) .biz Restrictions. Registrations in the .biz top-level domain must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the .biz registration restrictions, "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

(A) to exchange goods, services, or property of any kind;

(B) in the ordinary course of business; or

(C) to facilitate (i) the exchange of goods, services, information or property of any kind; or (ii) the ordinary course of trade or business.

For more information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm>.

(ii) Selection of a Domain Name. You represent that:

(A) the data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete;

(B) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;

(C) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;

(D) the registered domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use, or (b) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation;

(E) you have the authority to enter into this Registration Agreement; and

(F) the registered domain name is reasonably related to your business or intended commercial purpose at the time of registration.

(iii) Provision of Registration Data. As part of the registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following:

(A) your full name;

(B) your postal address;

(C) your e-mail address;

(D) your voice telephone number;

(E) your fax number (if applicable);

(F) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation;

(G) the IP addresses of the primary nameserver and any secondary nameserver for the domain name;

(H) the corresponding names of the primary and secondary nameservers;

(I) the full name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts, and the name holder for the domain name; and

(J) any remark concerning the domain name that should appear in the Whois directory.

(K) You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN and/or registry policies, and may be sold in bulk in accordance with the ICANN agreement.

(iv) Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(A) The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy), available at:
<http://www.icann.org/dndr/udrp/policy.htm>;

(B) The Restrictions Dispute Resolution Criteria and Rules ("RDRP"), available at: <http://www.icann.org/tlds/agreements/biz/registry-agmt-appm-27apr01.htm>;

(collectively, the "Dispute Policies").

(v) The Dispute Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry or Registrar over the registration and use of an Internet domain name registered by Registrant.

(vi) The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be endorsed on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider.

(vii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

(e) .name Domains. In the case of a ".name" registration, the following terms and conditions will apply:

(i) .name Restrictions. Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

(ii) .name Representations. As a .name domain name registrant, you hereby represent that:

(A) the registered domain name or second level domain ("SLD") e-mail address is your Personal Name.

(B) the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all of the information provided correct, current and complete,

(C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;

(D) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;

(E) the registration satisfies the Eligibility Requirements found at: <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>; and

(F) you have the authority to enter into this Registration Agreement.

(iii) E-mail Forwarding Services. The Services for which you have registered may, at your option, include e-mail forwarding. To the extent you opt to use e-mail forwarding, you are obliged to do so in accordance with all applicable legislation and are responsible for all use of e-mail forwarding, including the content of messages sent through e-mail forwarding.

You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and e-mail usage. This includes, but is not limited to the Acceptable Use Policy, available at <http://www.nic.name/downloads/aup.pdf> as well as the following restrictions. Without prejudice to the foregoing, you undertake not to use e-mail forwarding:

(A) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;

(B) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;

(C) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, wilful attempts to overload another system or other forms of harassment; or

(D) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited e-mail, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such distribution list. Users are not permitted to provide false names or in any other way to pose as somebody else when using e-mail forwarding.

(iv) Registry reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry's e-mail forwarding. However, due to the nature of such systems, which actively block messages, Registry shall make public any decision to implement such systems a reasonable time in advance, so as to allow you or us to give feedback on the decision.

(v) You understand and agree that Registry may delete material that does not conform to clause (c) above or that in some other way constitutes a misuse of e-mail forwarding. You further understand and agree that Registry is at liberty to block your access to e-mail forwarding if you use e-mail forwarding in a way that contravenes this Agreement. You will be given prior warning of discontinuation of the e-mail forwarding unless it would damage the reputation of Registry or jeopardize the security of Registry or others to do so. Registry reserves the right to immediately discontinue e-mail forwarding without notice if the technical stability of e-mail forwarding is threatened in any way, or if you are in breach of this Agreement. On discontinuing e-mail forwarding, Registry is not obliged to store any contents or to forward unsent e-mail to you or a third party.

(vi) You understand and agree that to the extent either we and/or Registry is required by law to disclose certain information or material in connection with your e-mail forwarding, either we and/or Registry will do so in accordance with such requirement and without notice to you.

(vii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the dispute policy that is incorporated herein and made a part of this Agreement by reference. You hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement.

(A) the Eligibility Requirements (the "Eligibility Requirements"), available at: <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>;

(B) the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at: <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-8aug03.htm>; and

(C) the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at: <http://www.icann.org/dndr/udrp/policy.htm>.

(viii) The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD e-mail addresses will be granted on a first-come, first-served basis. The following categories of Personal Name Registrations may be registered: (i) the Personal Name of an individual; (ii) the Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name; (iii) in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of the Personal Name so as to differentiate it from other Personal Names.

(ix) The ERDRP applies to challenges to (i) registered domain names and SLD e-mail address registrations within .name on the grounds that a Registrant does not meet the Eligibility Requirements, and (ii) to Defensive Registrations (as defined by the Registry) within .name.

(x) The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than the Registry or Tucows over the registration and use of an Internet domain name registered by a Registrant.

(xi) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

32. ccTLD'S

(a) .at Domains. In the case of a ".at" registration, the following terms and conditions will apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://nic.at/en/agb/ag_agb2003.asp. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(b) .be Domains. In the case of a ".be" registration, the following terms and conditions will apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.dns.be/en/home.php?n=51>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .be Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.dns.be/en/home.php?n=53>. (c) .ca Domains. In the case of a ".ca" registration, the following terms and conditions will apply:

(i) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy, which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at http://www.cira.ca/en/cat_Dpr.html. Please take the time to familiarize yourself with this policy.

(ii) Registry Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation,

or transfer pursuant to any Registry-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Registry adopted policy, (1) to correct mistakes by Tucows or the Registry in registering the name or (2) for the resolution of disputes concerning the domain name.

(iii) Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with registry policies and procedures.

(iv) Registry Agreement and Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by the Registry's Registrant Agreement, the Registry's policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.cira.ca/en/doc_Registrar.html. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry agreement or policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(v) You acknowledge and agree that the Registry shall not be liable to you for any loss, damage, or expense arising out of the Registry's failure or refusal to register a domain name, its failure or refusal to renew a domain name registration, its registration of a domain name, its failure or refusal to renew a domain name registration, its renewal of a domain name registration, its failure or refusal to transfer a domain name registration, its transfer of a domain name registration, its failure or refusal to maintain or modify a domain name registration, its maintenance of a domain name registration, its modification of a domain name registration, its failure to cancel a domain name registration or its cancellation of a domain name registration from the Registry;

(d) .cc Domains. In the case of a ".cc" registration, the following terms and conditions will apply:

(i) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.nic.cc/policies/dispute.html>. Please take the time to familiarize yourself with this policy.

(ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.nic.cc>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(e) .ch Domains. In the case of a ".ch" registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.switch.ch/id/terms>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.switch.ch/id/disputes/rules>. Please take the time to familiarize yourself with this policy.

(f) .cn Domains. In the case of a ".cn" registration, the following terms and conditions shall apply:

(i) "Registry" means the China Internet Network Information Center, which is the authority responsible for the administration of the national top-level domain of the People's Republic of China and the Chinese domain name system;

(ii) "Registry Gateway" means the service provided by the Registry Operator that facilitates the registration of .cn

domain names by registrars operating outside of the People's Republic of China;

(iii) "Registry Operator" means Neustar, Inc., the company authorized to facilitate the registration of .cn domain names by registrars operating outside of the People's Republic of China.

(iv) Restrictions. You agree that you shall not register or use a domain name that is deemed by CNNIC to:
(A) be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC");

(B) jeopardize national security, leak state secrets, intend to overturn the government or disrupt the integrity of the PRC;

(C) harm national honour and national interests of the PRC;

(D) instigate hostility or discrimination between different nationalities or disrupt the national solidarity of the PRC;

(E) spread rumours, disturb public order or disrupt social stability of the PRC;

(F) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;

(G) insult, libel against others and infringe other people's legal rights and interests in the PRC; or

(H) take any other action prohibited in laws, rules and administrative regulations of the PRC.

(v) Business or Organization Representation. .cn domain name registrations are intended for businesses and organizations and not for individual use. By registering a .cn name, you accordingly represent that you have registered the domain name on behalf of a business or organization. It should be noted that, although .cn policy is permissive in terms of registration, and enforcement is generally in reaction to a complaint (as opposed to proactive review), registrations that are not associated with an organization or business may be subject to deletion. The foregoing prevents an individual from registering a .cn domain name for a business operating as a sole proprietorship.

(vi) Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the CNNIC Domain Name Dispute Policy & Rules for CNNIC Dispute Resolution Policy ("Dispute Policy"), as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement. The Dispute Policy is currently found at: <http://www.cnnic.net.cn/html/Dir/2003/11/27/1526.htm>.

(vii) You acknowledge that, pursuant to the Dispute Policy, Registrars must comply with all reasonable requests from the applicable domain name dispute resolution institutions including the provision of all relevant evidence in any domain name disputes in the specified time frames.

(viii) If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

(ix) Adherence to Policies. You agree to comply with all applicable laws, regulations and policies of the Peoples Republic of China's governmental agencies and the China Internet Network Information Centre ("CNNIC"), including but not limited to the following rules and regulations:

(A) Provisional Administrative Rules for Registration of Domain Names in China (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1520.htm>);

(B) Detailed Implementation Rules for Registration of Domain Names in China (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1522.htm>);

(C) Chinese Domain Names Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1526.htm>); and

(D) CNNIC Implementing Rules of Domain Name Registration (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1503.htm>).

You acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the CNNIC, as they may be amended from time to time.

(x) Suspension and Cancellation. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, CNNIC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a CNNIC or government-adopted policy, (1) to correct mistakes by a party in registering the name, (2) for the resolution of disputes concerning the domain name, (3) to protect the integrity and stability of the registry, (4) to comply with any applicable laws, government rules or requirements, requests of law enforcement, (5) to avoid any liability, civil or criminal, on the part of Tucows, Registry Operator or CNNIC, as well as their affiliates, subsidiaries, directors, representatives, employees and stockholders or (6) for violations of this Agreement. Tucows, Registry Operator and CNNIC also reserve the right to "freeze" a domain name during the resolution of a dispute.

(xi) Jurisdiction. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where Tucows is located, and (3) the People's Republic of China.

(xii) Governing Law. For the adjudication of a dispute concerning or arising from use of a .cn domain, such dispute will be governed under the Laws of the Peoples Republic of China.

(g) .de Domains. In the case of a ".de" registration, the following terms and conditions will apply:

(i) Selection of a Domain Name. You represent that:

(A) you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same;

(B) either you, or the person designated as the administrative contact for the domain name, shall be resident or shall have a branch in Germany;

(C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

(ii) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law. (iii) Registry Policies. You agree to be bound by the Registry's Registration Terms and Conditions and the Registration Guidelines. English language translations of the Registry's documents are provided for convenience; in the event of a discrepancy between the English and the German language agreements, the terms of the German agreement will prevail. The Registry documents may be found at:

11.2. English:

(A) Registration Terms and Conditions

<http://www.denic.de/en/bedingungen.html>

(B) Registration Guidelines

<http://www.denic.de/en/richtlinien.html>

11.3. German:

(C) DENIC-Registrierungsbedingungen

<http://www.denic.de/de/bedingungen.html>

(D) DENIC-Registrierungsrichtlinien

<http://www.denic.de/de/richtlinien.html>

(h) .eu domains. In the case of a ".eu" registration, the following terms and conditions will apply:

Novara act as an accredited agent of Tucows Corporation. Tucows are an Accredited .eu Registrar (<http://list.eurid.eu/registrars/ListRegistrars.htm?lang=en>) and as such provide the registration services for .EU domains under contract to accredited Tucows resellers such as Novara. The contract for the registration of .EU domains will be concluded between the registrant and the accredited registrar(Tucows), each registration being submitted to Tucows by Novara for processing in a timely

manner.

(i) Eligibility Criteria: .eu domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are:

(I) an undertaking having its registered office, central administration or principal place of business within the European Community;

(II) an organization established within the European Community without prejudice to the application of national law,
or

(III) a natural person resident within the European Community.

(ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website. Registration policies of the Registry and the terms and conditions applicable to your .eu registration may be found at: http://www.eurid.eu/en/documents/registration_policy_v._1_0.pdf and http://www.eurid.eu/en/documents/terms_and_conditions_v1_0_.pdf respectively. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(iii) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law.

(iv) Sunrise and General Pre-registration Applications. You acknowledge that the submission of a "Sunrise" or a "General Pre-registration Application" does not ensure the registration of the domain name. In the event that your application does not result in a domain name registration, a portion of the registration fee shall be refunded after the deduction of a handling fee, which fee shall be subject to change based on fluctuations in the exchange rates of the US dollar and Euro. You agree that your sunrise application shall be subject to the pre-registration policies found at http://www.eurid.eu/en/launch/index_html.

(i) .fr Domains. In the case of a ".fr" registration, the following terms and conditions will apply:

(i) Representation of Registrant. .fr domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are:

(A) A legal entity:

(I) whose head office is in France; (or),

(II) which possess an address in France which is expressly listed in the public electronic databases of the registrars of the commercial courts or the National Statistical and Economic Studies Institute (INSEE), (or),

(III) State institutions or departments, local authorities or associated establishments, (or),

(IV) which own a trademark registered with the National Intellectual Property Institute or own a registered EU or international trademark which expressly includes French territory; or

(B) A natural person:

(I) of French nationality; (or),

(II) of foreign nationality who are domiciled in France; (or),

(III) who own a trademark registered with the National Intellectual Property Institute or own a registered EU or international trademark which expressly includes French territory.

(ii) Administrative Contact. Each registrant must designate an administrative contact to act as a coordinator between the Registrant and the Registry. In the case of .fr registrations, the administrative contact must be based in France where it can receive legal and other documents.

(iii) Registry Policies. You agree to be bound by the Registry's Naming Charter, its registration rules for .fr. English language translations of the Registry's documents are provided for convenience. The Registry documents may be found at: www.afnic.fr/obtenir/chartes/nommage-fr.

(iv) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .fr dispute resolution policy and procedures can be found at <http://www.afnic.fr/doc/ref/juridique/parl>. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.

(j) .it Domains. In the case of an "it" registration, the following terms and conditions shall apply:

(i) Registration Criteria. Registration of an .it name is restricted to subjects belonging to a member state of the European Union. Individuals and associations operating without a VAT number or a fiscal code are limited to a single domain name registration.

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.nic.it/NA/regole-naming-curr-engl.txt>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation. Additional policies, including transfer procedures and "netiquette" rules may be found at <http://www.nic.it/NA/index-engl.html>.

(k) .nl Domains. In the case of a ".nl" registration, the following terms and conditions shall apply:

(i) Registration Criteria. Registration of a .nl domain name is unrestricted save and except that applicants who are not based in the Netherlands or who do not have a registered address in the Netherlands must provide an address in the Netherlands where written documents can be sent to the applicant and where legal summonses can be served.

(ii) Registry Policies. You agree to be bound by the policies of the Registry including but not limited to the Registry's Registration Regulations. English language translations of the Registry's documents are provided for convenience and may be found at www.domain-registry.nl/sidn_english/flat/General/Rules/Regulations.

(iii) You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .nl dispute resolution policy and procedures can be found at www.domain-registry.nl/sidn_english/flat/General/Rules/Regulations_for_arbitration_on_.nl_domain_names/index.html. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.

(l) .tv Domains. In the case of a ".tv" registration, the following terms and conditions will apply:

(i) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name

to us from another Registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.icann.org/dndr/udrp/policy.htm>. Please take the time to familiarize yourself with this policy.

(ii) Policy . You agree that your registration of the .tv domain name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN or government adopted policy, or pursuant to any Registrar or registry procedure not inconsistent with an ICANN or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes concerning the domain name. You acknowledge that you have reviewed the .tv General Terms of Service which may be found at: <http://www.tv/en-def-5066945b5fcc/en/policies/tos.shtml> and expressly agree to the terms outlined therein.

(m) co.uk, .org.uk, ltd.uk, net.uk, plc.uk and me.uk Domains. In the case of a co.uk, .org.uk, ltd.uk, net.uk, plc.uk or me.uk registration, the following terms and conditions will apply:

(i) "Nominet UK" means the entity granted the exclusive right to administer the registry for .uk domain name registrations.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at: <http://www.nic.uk/DisputeResolution/DrPolicy/>. Please take the time to familiarize yourself with this policy.

(iii) Nominet UK Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Nominet UK-adopted policy, term or condition, or pursuant to any registrar or registry procedure not inconsistent with an Nominet UK-adopted policy, (1) to correct mistakes by a registrar or the registry in registering the name, or (2) for the resolution of disputes concerning the domain name. The current Nominet UK terms and conditions can be found at: <http://www.nominet.org.uk/ReferenceDocuments/TermsAndConditions/TermsAndConditions.html>

When you submit a request for a domain name registration with Tucows and/or Reseller, you will be entering into two contracts - one contract with Tucows and/or Reseller and one contract with Nominet UK.

Tucows and your Reseller will act as agents on your behalf by submitting your application to Nominet for you, however, you will still be entering into a direct contract between you and Nominet UK. This is a separate contract from this agreement; may be found at <http://resellers.tucows.com/contracts/uk/ukterms>. Tucows and Reseller must also make you aware that by accepting Nominet's terms and conditions you are consenting to Nominet using your personal data for a variety of reasons. In particular, your name and address may be published as part of Nominet's Whois look-up service.

(iv) Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with Nominet UK policies and procedures..

(n) .us Domains. In the case of a ".us" registration, the following terms and conditions will apply:

(i) "DOC" means the United States of America Department of Commerce.

(ii) us Nexus Requirement. Only those individuals or organizations that have a substantive lawful connection in the United States are permitted to register for .usTLD domain names. Registrants in the .usTLD must satisfy the nexus requirement ("Nexus" or "Nexus Requirements") set out at: http://www.neustar.us/policies/docs/ustld_nexus_requirements.pdf.

(iii) Selection of a Domain Name. You certify and represent that:

(A) You have and shall continue to have, a bona fide presence in the United States on the basis of real and substantial lawful contacts with, or lawful activities in, the United States as defined in Section (ii) hereinabove;

(B) The listed name servers are located within the United States;

(C) The data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete;

(D) To the best of your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;

(E) That the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;

(F) You have the authority to enter into this Registration Agreement.

(iv) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy and the usDRP, as defined below, that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with these policies.

(A) Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(B) The Nexus Dispute Policy ("Dispute Policy"), available at: http://www.neustar.us/policies/docs/nexus_dispute_policy.pdf. The Dispute Policy will provide interested parties with an opportunity to challenge a registration not complying with the Nexus Requirements.

(C) The usTLD Dispute Resolution Policy ("usDRP") available at: <http://www.neustar.us/policies/docs/usdrp.pdf>. The usDRP is intended to provide interested parties with an opportunity to challenge a registration based on alleged trademark infringement.

In addition to the foregoing, you agree that, for the adjudication of disputes concerning or arising from use of the Registered Name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (i) of your domicile, (ii) where Tucows is located, and (iii) the United States.

(v) Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, the DOC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a DOC or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes concerning the domain name. The Registry Operator's policies can be found at <http://www.neustar.us/policies>.

(vi) Indemnity. The DOC shall be added to the parties you have agreed to indemnify in Section 13 hereinabove.

(vii) Information. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information:

(A) Your full name, postal address, e-mail address and telephone number and fax number (if available) (or, if different, that of the domain name holder);

(B) The domain name being registered;

(C) The name, postal address, e-mail address, and telephone number and fax number (if available) telephone numbers of the administrative contact, the technical contact and the billing contact for the domain name;

(D) The IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name;

(E) In addition to the foregoing, you will be required to provide additional Nexus Information. The Nexus Information requirements are set out at http://www.neustar.us/policies/docs/ustld_nexus_requirements.pdf.

Any other information, which we request from you at registration, is voluntary. Any voluntary information we request is collected for the purpose of improving the products and services offered to you through your Reseller.

(viii) Disclosure and Use of the Registration Information. You agree and acknowledge that we will make domain name registration information you provide available to the DOC, to the Registry Operator, and to other third parties as applicable. You further agree and acknowledge that we 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 (such as through our Whois service) or other purposes as required or permitted by the DOC and applicable laws.

You hereby consent to any and all such disclosures and 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 us.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller.

We 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.

We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized accessor disclosure, alteration or destruction of that information.

33. WHOIS PRIVACY SERVICE. The following terms and conditions will apply if you subscribe to the Whois Privacy Service:

(a) Subscribers to the Whois Privacy Service have elected to include the following information in the publicly available Whois Registry:

(i) Contactprivacy.com shall appear as the Registrant and Contacts name(s);

(ii) Tucows' postal address and a Tucows assigned email address and telephone number shall appear on behalf of the Registrant and the Contact(s);

(iii) The primary and secondary nameservers shall be those designated by the Registrant;

(iv) The original date of registration and the expiration of each domain name;

(v) Tucows will be identified as the registrar of record.

(b) You understand and agree that the Registrant and Contact Information that you have provided will be kept on file. You further agree and warrant that you will ensure that the Whois Information is true, accurate and up to date.

(c) You will retain complete control over the domain name and its registration records and may suspend and reinstate the Whois Privacy Service at your discretion.

(d) The Whois Privacy Service may be used with both new and existing domain name registrations. You may use the Whois Privacy Service with respect to a domain name that has been transferred but it will only commence after the transfer has been completed. If you wish to transfer the domain name to a different registrar, the Whois Privacy Service must be disabled in order to initiate the transfer.

(e) We will send all obligatory renewal and transfer related messages to the Contacts you have designated.

(f) Communications Forwarding. Communications received with respect to a particular domain name registration will be handled as follows:

(i) We will forward to you or a Contact all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to you or your Contact.. Regular postal mail will be discarded or returned to sender at our discretion.

(ii) Email correspondence will be forwarded according to the instructions of the Registrant as they appear in our records.

(iii) A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com web site where written messages will be forwarded according to your instructions.

(iv) We will only be responsible for forwarding communications where our details have appeared in the whois and when your Whois Information is accurate, complete and up to date.

(g) Right to Suspend and Disable. We shall have the right, at our sole discretion and without liability to you or any of your Contacts, suspend or cancel your domain name and to reveal Registrant and Contact Whois Information in certain circumstances, including but not limited to the following:

(i) when required by law;

(ii) in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law;

(iii) to comply with a legal process served upon Tucows;

(iv) to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy;

(v) to avoid financial loss or legal liability;

(vi) if we believe that you or one of your Contacts is using the Whois Privacy Service to conceal involvement with illegal, illicit, objectionable or harmful activities; or

(vii) to transmit SPAM, viruses, worms or other harmful computer programs.

(h) You understand and agree that, in the event that we receive a formal complaint, notice of claim or UDRP, that we will have the right to disable the Whois Privacy Service pending final disposition of the matter.
ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Host.ie Hosting Services Terms and Conditions

All our services are provided subject to the terms and code of practice of the Internet Service Providers Association of Ireland, please see <http://www.ispai.ie> for details.

It is essential that you disclose in full your requirements and the degree to which the hosting service is/is not critical to the operation of your business at the outset. Unless otherwise agreed in writing all services are provided on the basis that Host.ie's maximum liability to the client is one year of fee for the relevant fee.

We do not allow Warez, illegal MP3 Sites, Adult Sites featuring pornography or IRC Bots.

Customer may not use the host.ie services to create, host or transmit any unlawful, libellous, abusive, offensive, vulgar or obscene material or engage in activities deliberately calculated to cause unreasonable offence to others.

Sites which feature Third Party Content, which whilst not necessarily illegal, is none-the-less considered inappropriate and deliberately calculated to cause

unreasonable anxiety inconvenience or stress to others will be removed from our service.

As members of the ISP Association of Ireland we may from time to time receive notices from www.hotline.ie requesting the removal of specified material from web-sites or newsgroups being hosted by host.ie and providing that it is technically practical to do so we must comply with such notices within a reasonable time. By using our services you accept that should we receive notification from Hotline.ie any offending material will be removed from our servers.

You may not store more data in your account than your allotted server space. If you wish to upgrade at any time this can be facilitated.

You may not run server processes (e.g.. talkers/IRC Bots) from your virtual server.

host.ie reserve the right to remove any cgi or similar server-side program that interferes in any way with the normal running of a server.

We shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services beyond the exception to limitation provided for in the Service Level Agreement.

When your account is closed for reason of suspension, all files (including web pages, etc.) will be deleted immediately from the server.

We reserve the right to cancel your account at any time without notice.

Users must not participate in any form of un-solicited bulk e-mailing or Spam. Failure to observe this condition will result in immediate disconnection of service.

If clients are running insecure versions of common applications host.ie reserve the right to suspend the account immediately and this suspension will not be lifted until the problem has been fully addressed by the client to the satisfaction of Host.ie.

Bespoke Applications: Any applications/configurations not provided in our standard package features that you would like to install on your account can only be done by agreement with Host.ie. If the installation involves work not covered in our standard support service it will have to be assessed by our technical staff and if we agree that it is appropriate for installation and this needs to be done by Host.ie technical staff this work be charged at the normal rate for such work.

Number of domains per account: It is intended that each account is for one domain name only. However if you wish to host multiple domains on a single account you will need to purchase a Register.ie email account for each domain you want to point to your account.

Back-ups: We regularly back up client data. The main purpose of this is to ensure we are in a position to restore your account should there be unauthorised interference with your data. These back-ups will be available to the client on a best efforts basis and we make no warranty, unless otherwise agreed, as to the timeliness of the data. Furthermore it may take up to 48 hours

to retrieve data from our back up storage system. If back-ups are critical to your operation please inform us so that we can agree on bespoke arrangements for you. Please ensure that you keep an up to date backup of your site on your hard drive.

If clients are running insecure versions of common applications host.ie reserve the right to suspend the account immediately and this suspension will not be lifted until the problem has been fully addressed by the client to the satisfaction of Host.ie.

Host.ie require 1 months notice before any customer begins a nationwide advertising campaign mentioning their website or website address. This allows us to plan for a foreseeable growth in traffic to your site and advise on related procedures.

Back-ups: We regularly back up client data. These back-ups will be available to the client on a best efforts basis and we make no warranty, unless otherwise agreed, as the timeliness of the data. Furthermore it may take up to 48 hours to retrieve data from our back up storage system.

SSH Access

SSH shell accounts are made available, on request for certain packages, for editing and setting up your web site. It is not a development platform for issues unrelated to your web site.

You must not leave your site directories at any time.

You must not attempt to gain the privileges of another user.

Interfering with the following files will result in your telnet access being removed - `.bash_history` - `.bash_logout` - `.bash_profile`.

Bandwidth

If your website's resource usage is in excess of set limits and reaches the point where it has an adverse affect on other clients sharing the same resource we reserve the right to disable your site until you upgrade to a package more appropriate to your requirements.

Each hosting package includes an identified amount of bandwidth, if you use more than this amount then you agree to pay for this bandwidth at the relevant rate.

Web pages

You will be responsible for the content of your pages, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate Irish law.

You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your page(s).

Web Forwarding is provided as a free service to our clients and accordingly it is set up and operates subject to the resources that are available at any time.

Host.ie Service Level Agreement

We have spent many years getting our hosting infrastructure in terms of hardware and software right. In the unlikely event that you suffer a disruption to your service we will ensure that this disruption is addressed as quickly as possible. We provide a guarantee of 100% power availability and 99.9% server availability. Server availability includes the hardware, the applications, connectivity and anything else that affects your ability to access your website and excludes network problems experienced between your location and the data centre.

It is important that you have selected the right package for your hosting needs. Sometimes a perceived failure in service may be due to the fact that the applications you wish to run/are running are not appropriate to the hosting package you have selected.

It is also important to fully disclose any unusual features of your account configuration at the outset before purchasing an account.

Host.ie cannot be held responsible for downtime caused by misconfigured nameservers/propagation issues or matters which are outside the control of Host.ie (please see below for further information).

Service Level Agreement Detail

Web Site Availability Service Level Agreement (SLA) applies to you if you have ordered hosting from Host.ie. The term "Web Site Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of your Web site is available for access by third parties via HTTP and HTTPS, as measured by our monitoring systems.

If the availability of your web site is less than 100%, once you have notified us of the incident and it is established that it is not a third party issue, we will issue a credit to you in accordance with the following schedule, with the account credit being calculated on the basis of the monthly service charge for the affected hosting services.

Exceptions to Service Level Agreement Detail

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Web Site Availability caused by or associated with:

Circumstances beyond our reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;

Failure of access circuits to our network, unless such failure is caused solely by Host.ie.

Scheduled maintenance and emergency maintenance and upgrades (please note that scheduled maintenance will only take place after proper notification has been issued to the affected clients).

DNS issues outside the direct control of Host.ie.

Issues with FTP, POP, IMAP, or SMTP customer access;

Incorrect SLA breaches reported as a result of outages or errors of our monitoring systems.

Customer's acts or omissions (or acts or omissions of other third parties engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, wilful misconduct, or use of the Services in breach of our Terms and Conditions and Acceptable Use Policy;

E-mail or webmail delivery and transmission;

DNS (Domain Name Server) Propagation.

Outages elsewhere on the Internet that hinder access to your account. We cannot be held responsible for browser or DNS caching/errors in DNS entries of ISP's/ghost zones left in place by ISP's and other issues that may make your site appear inaccessible when others can still access it.

SLA Credit Request and Payment Procedures

Under Host.ie's SLA one full day's credit is given for each hour of downtime a client experiences. For the purposes of an SLA credit loss of connectivity is deemed to commence when a fault is notified to support@host.ie and ends when service is fully restored.

In order to receive a credit, customer must make a request by sending an email message sla@host.ie. In the email you must include the domain name affected and the dates and times of the unavailability of your Web site. This email must be received by us within 5 business days after the date on which your site was not available. The email must use the following standard format to be eligible;

Subject: SLA credit request for <Insert domain name here>

Body: I am writing to make an SLA credit request for <Insert domain name here> as a result of downtime I experienced for my website from <time in hours and minutes, date> to <time in hours and minutes, date>.

Signed:

If the unavailability is confirmed by us an account credit will be applied to your account for the relevant domain in the Novara Customer Management system (entitled SLA credit). Credits are not refundable and can only be used towards future billing charges.

The total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for the affected services in that month. SLA Credits are customer's sole and exclusive remedy with respect to any failure or deficiency in the availability of customer's web site (statutory rights unaffected).

Hardware Failures

Hardware failures are a rare occurrence due to the fact that Host.ie invest in the best hardware available. In the unlikely event that a hardware failure occurs Host.ie will endeavour to fix the fault or provide an alternative server, within 2 hours of the cause of the fault being identified.

If the time taken to resolve the hardware failure exceeds 2 hours, for any individual incident, a service credit will be made. One full day's credit will be given for each hour of downtime beyond the 2 hours allowable subject to a maximum credit of 100% of the month's service fees.

Promote.ie Terms and Conditions

Site promotion and optimisation is a joint effort between you/your site designer and Promote.ie. If you/your site designer do not follow the detail of the guidelines included in your welcome email (in respect of what structure the design of your website should follow, how to optimise your pages for the target phrases, include the meta tags supplied and actively pursue a link exchange programme) your site will not perform as well as would be expected. Promote.ie does not take responsibility for a lack of action by the client in this regard.

Payment for any Promote.ie service entitles you to the specific service purchased. Advice on page layout and content is provided via our Page Critic automated service, none of the Promotion services provide consultancy services. The onus is on you/your site designer to maximise the benefit that can be derived from our services by following the detailed instructions provided by our system.

Please note that in the case of all Promote.ie programmes that include submission to pay for inclusion directories, the program ensures that your site will be reviewed and evaluated in a timely manner. Your payment and participation guarantees that within seven business days a member of the relevant search engine's editorial staff will look at your site and consider it for inclusion in the directory.

That payment does not automatically guarantee inclusion in the directory, site placement, or site commentary, sites must conform to requirements re adult content or illegal content. If your site is accepted to a directory, it will appear in the relevant directory after approximately 4 days. However, this is not guaranteed.

To be successful the pages you ask us to submit must observe the following guidelines;

- The URL must resolve to an operational Web page. It may not generate error messages such as "File not Found."
- The Web page must be accessible and not require a username, password, cookie or other authentication in order to access.
- The Web page must not be on a secure server (i.e., https).
- The Web page must permit so called "spidering" technology, such as not using a "robots.txt" file.
- The Web page must contain visible text (not graphics only).

Please note: Typically it can take up to 2 months for the major search engines to spider your site. We cannot speed this process up. To get visibility in certain directories and engines more quickly you can subscribe to Promote Plus, most directories will include your site within one week.

URL Guidelines

Search engines may remove your URL from their index for reasons including the following: Your URL includes content that:

- Is illegal;
- Is a fraudulent use of the Service, as determined by the Search Engine in its sole discretion;
- Infringes the rights of a third party (as determined by the Search Engine in its sole discretion);
- The Search Engine receives a notice of an act of copyright infringement;
- In response to a court order or other judicial or governmental request or action;
- Does not comply with the Search Engine editorial standards;
- Does not comply with the Search Engine technical standards and/or requirements;
or
- Does not comply with requirements by the Search Engine web search customers.

Securecerts.ie terms and conditions

All certificates are sold subject to the terms and conditions of Geotrust. For full details of the terms and conditions attaching to Geotrust secure certificates purchased through Securecerts.ie please visit the Geotrust website.

Before proceeding through the enrolment process, you should ensure that you

know what information you will need to provide in order for our team to complete the verification process.

We can only act on the information supplied by you during the ordering process; if this information is incorrect we cannot be held responsible for errors in processing your certificate. In particular it is important to be very clear on the host name you are seeking to secure at the application stage because changes cannot be made subsequently.

You are required to make a backup copy of your key pair and password and store them securely. This is a vital step as a precaution against overwriting, deleting, or corrupting the file. Securecerts.ie cannot recover your Digital ID without the private key and password. If you lose your key pair or password, you will have to generate a new key pair and purchase a new Secure Server ID.

Whoislookup.ie terms and conditions

All information provided on and via this site is "as is" with no representations as to its accuracy.

Information displayed in whois lookups is as provided by the relevant registry. We do not warrant that it is accurate in any way. Users should in all cases consult the sponsoring registrar's Whois database to view the registrar's reported details for the registration in question.

The use of automated scripts to query www.whoislookup.ie is prohibited and will result in access being banned.

Transfer Management Service

Terms & Conditions relating to the use of client's access details in respect of the Transfer Management Service

Access

1. Our objective in requesting access to your current hosting account is solely to ensure the smooth transition of your website files and your existing email settings.
2. When accessing third party locations to achieve the above objective the Novara undertake to observe the terms and conditions of that provider at all times.
3. By providing us with access details you warrant to Novara that you are legally entitled to request the transfer of the contents of the relevant hosting account and you are solely responsible for initiating said transfer.
4. Novara reserve the right to refer any suspected illegal activities in this regard to the relevant authorities.

Conditions relating to the provision of the Transfer service

1. Novara undertakes to transfer your web site files, user accounts, databases on a best efforts basis. No guarantees or warranties are made that your website will function in exactly the same way post transfer nor will issues with the website post transfer that result from poor web design/code be rectified by Novara.

2. You must be in good standing with your current provider, your account should be fully paid up to date. We cannot undertake transfer requests once the renewal date for the third party provider has passed.

3. Novara will not accept orders for a Transfer Combo where there is less than 1 month to run before the renewal date with the existing provider. This is necessary to provide sufficient time to plan and implement the successful transfer of all data/files/information.

4. Once you have ordered the Transfer Combo we reserve the right to change the name servers for your domain at the appropriate part of the procedure. You will receive an advance warning email of when this is about to happen.

5. All transfer requests are subject to the scheduling of staff at Novara.ie and furthermore subject to time availability on the part of members of Novara.ie staff

Limitations and Exclusions

1. We cannot guarantee successful transfer of all data/files/information, we will transfer relevant data on a best efforts basis.

2. If serious problems are encountered when transferring data or we find that the situation is materially different from information supplied to us by the client we reserve the right to cancel the transfer process without notice. A refund will not be provided in this situation and it will be the responsibility of the client to complete the transfer.

3. The Novara TMT undertake to incur up to a maximum of 1 hour in transferring all data/files/information. If it is found that considerably more time is required we will contact the client and offer the possibility of completing the process on the payment of a professional fee at an hourly rate.

4. Email user settings will be transferred however email content currently on the third party server will not be copied over as part of this process. Therefore, it is the responsibility of the client to ensure that all mail is successfully downloaded.

Terms and Conditions of use of the NCM

Once the initial User I.D. and Password have been allotted to the client by the NCM it is the sole responsibility of the client to keep these details confidential and to take all security measures to prevent any unauthorised person from gaining access to said confidential information.

The client acknowledges that Novara has no duty or power to supervise the use of the User I.D. and Password by the client. Novara will not be responsible for any consequence arising from the unauthorised use of User I.D. and Password, which were allotted to the client.

Should the client either suspect or become aware that the User I.D. or Password has become known to an unauthorised person, the client shall immediately alter the password, inform Novara in writing and shall carefully review the contents of their profile in the NCM since the date on which that password may have become known to an unauthorised third party.

The client irrevocably authorises Novara to act upon all instructions received through the NCM, which have been or appear to Novara to have been transmitted using the password(s) without taking any further steps to authenticate such instructions.

Novara shall not be obliged to provide the NCM services at all times or during any particular hours and may withdraw, suspend or restrict these services temporarily without prior notice

Novara shall not be liable for any consequential, special, secondary or indirect loss, or any loss of or damage to goodwill, profits or anticipated savings of the client or any third party (howsoever caused).

The Services shall continue to be available to the client unless and until terminated. Novara reserves the right to terminate in the event of non-payment or breach of Novara's terms and conditions.

Corporate Clients

In the case of Corporate Clients acknowledgement by any Novara website or email address of receipt of instructions does not constitute confirmation of the effecting of those instructions, which are subject to the client's available account balance within the NCM. It is the responsibility of the client to login or otherwise access the NCM to ascertain whether, and if so, when, such service has/has not been provisioned. If there are insufficient positive balances in the account the client must make a payment before any pending instructions can be effected.

The corporate client accepts that all domains will be automatically renewed unless an instruction not to renew is entered in the NCM between the 60 and 30 day renewal period. Instructions not to renew will only be valid if entered in the online form in the NCM.

All orders must be entered online via the relevant Novara.ie website, orders communicated by telephone/email cannot be accepted or effected by Novara staff.

Your domains are your responsibility at all times and should be closely monitored and checked on a regular basis. An account manager is provided to you. The function of the account manager is to help you with queries. It is not the function of the account manager to monitor your domain portfolio, accept domain orders verbally or by email, monitor renewals or monitor domains owned by you but registered with other companies.

All communications concerning commencing/terminating services and instructions to commence/terminate services must be entered by the client in the NCM. Verbal instructions will not be accepted or acted on.

If your account is consistently overdue Novara reserve the right to suspend your NCM account and cease to provide you with credit. This suspension will not affect the services you currently have operating, it is only a suspension of your credit account.

If you are over your credit limit you can no longer order services via the NCM. Once the account has been brought below it credit limit you can initiate new purchases.

Annual turnover: The minimum annual services purchased from Novara required to become a corporate client is €1000.

Reseller Clients

Acknowledgement by any Novara website or email address of receipt of instructions does not constitute confirmation of the effecting of those instructions. It is the responsibility of the client to login or otherwise access the NCM to ascertain whether, and if so, when, such service has/has not been provisioned.

All orders must be entered online via the relevant Novara.ie website, orders communicated by telephone/email cannot be accepted or effected by Novara staff.

Your domains/services are your responsibility at all times and should be closely monitored and checked on a regular basis.

All communications concerning commencing/terminating services and instructions to commence/terminate services must be entered by the client in the NCM. Verbal/email instructions will not be accepted or acted on.

Renewals

It is your responsibility to ensure that your clients are notified of the renewal date of services they have with you. You will receive 60 and 30 days notice of all domain renewals for domains registered with Novara by you and it is your obligation to ensure that they are renewed on time. Novara have no responsibility to the reseller or the end client for the timely renewal of reseller client's domains or other services.

Unless services are renewed at the relevant date they will automatically lapse and be deleted. Novara are not liable for consequential damage to clients of Novara resellers whose accounts are suspended/closed down for non-payment.

All orders must be entered online via the relevant Novara.ie website, telephone/email orders cannot be effected by Novara staff.

Support

We do not provide technical support to your clients directly (unless by prior agreement). Support issues from your clients that you are unable to deal with yourself should be referred to Novara technical support for resolution.

Reseller Communications

It is inevitable in business that customers will transfer from Novara to Novara resellers and from Novara resellers to Novara. To ensure that no confusion arises as to this type of situation we have strict guidelines on communications.

Under no circumstances will we attempt to contact or canvas your clients. The only situation in which we will have contact with your end client is;

- Where you have ceased to trade and your clients will be affected by the closing down of your services.

- The client has terminated their account with the reseller and Novara have received proof of this.

- You have entered your clients details in fields where your details should have been entered (eg if you put the client in as the billing contact or as the contact for the source of supporting .ie documents).

We will not get involved in situations where a dispute has arisen between the reseller and the end client. End clients must resolve matters directly with the reseller.

We will not provide access or other details to the clients of resellers (except in the situations described above).

If the client of a reseller has terminated their service by issuing notice in writing with the reseller we reserve the right to have direct contact with the end client in that situation.

Retail Clients

Acknowledgement by any Novara website or email address of receipt of instructions does not constitute confirmation of the effecting of those instructions. It is the responsibility of the client to login or otherwise access the NCM to ascertain whether, and if so, when, such service has/has not been provisioned.

All orders must be entered online via the relevant Novara.ie website, orders communicated by telephone/email cannot be accepted or effected by Novara staff.

Your domains/services are your responsibility at all times and should be closely monitored and checked on a regular basis.

All communications concerning commencing/terminating services and instructions to commence/terminate services must be entered by the client in the NCM. Verbal/email instructions will not be accepted or acted on.

Continuation to use our services after this notice of 28/07/2003 signifies acceptance of our new terms and conditions. If you wish to discuss this or any other matter in this communication please contact us immediately. Issues/objections to these new terms and conditions will not be accepted after 01/09/2003.

Dedicated Servers & Colocation Terms & Conditions

For your protection and in compliance with standard security requirements advance notice is required for all access to our Data Centre. Please note that photo ID is also required

Monthly managed services hours are not cumulative.

Platinum Server Support: This support package includes software installs on your behalf. Novara.ie does not undertake to support the software once installed unless by prior agreement.

Account Intervention based on Rapid Response:Uptime: & Resolution: All work carried out by our technicians is on a best efforts basis and no guarantee whatsoever is provided that the issue that gave cause for the outage can be resolved or that if resolved, work carried out will permanently fix the issue(as there may be many dependencies causing the issue). Any subsequent issues arising from the emergency intervention are the responsibility of the client once the immediate issue has been resolved.

Where a customer selects the Platinum Server Support option Novara.ie will take care of the security of the server with a number of clear limitations. Novara.ie's responsibility is limited to ensuring that operating system software is kept up to date in accordance with known/published vulnerabilities for which a tested patch is publicly available. For the purpose of this service the term "known vulnerabilities" will be defined as those published on the Bug Traq website and for which a fully tested patch is publicly available. These patches will be applied in a timely manner.

For the purposes of this service a timely manner will be defined as the time necessary to investigate the vulnerability, assess the solution to this vulnerability once it has become available and then to ascertain in a test environment how this solution will react with the software on the server (that has been made known to Novara.ie) before being applied.

Limitations:

In the unlikely event that there is an interruption to service as a result of a possible breach of security a full investigation of the incident will take place. Novara.ie's security SLA will only activate where it is established that the interruption was caused by an exploit in a standard application which was installed by Novara.ie on the server and that this exploit had been published on Bug Traq previous to the incident and for which a patch was commonly available.

If it is established that applications modified by the client or applications installed by the client were at fault in the security breach the SLA is null and void.

Entitlement to SLA credits: Any claim for SLA related credits can only be provided to customers that are fully paid up within our standard credit terms of 30 days from the last invoice date.

Where you, the client, engage for additional services we will add the additional services to the next due invoice rather than require that you sign a new contract every time.

As is standard in the industry services and charges can change after due notification