

Conditions of Supply of Internet Services

Terms and Conditions for domain name registrations

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The Kirby Group Registration Agreement

In this registration agreement ('Agreement'), the terms 'Registrant', 'you' and 'your' refer to the Registrant of each domain name registration, and the terms 'we', 'us' and 'our' refer to The Kirby Group Limited. The term 'Services' refers to the domain name registration services provided by us. Any reference to a 'Registry' shall refer to the registry administrator of the applicable domain. For the avoidance of all doubt, this includes, but is not limited to, Nominet, Verisign, Red.es and EUrlid.

This Agreement is a contract that sets out the rights and responsibilities of us and all Registrants of domain names through our Services. This Registration Agreement incorporates other agreements between The Kirby Group and you, such as the acceptable use policy and dispute resolution procedures, as set out on The Kirby Group website.

1. SELECTION OF A DOMAIN NAME

1.1 You acknowledge and agree that should an inquiry indicate that the desired domain name is available at the time of your application, we cannot guarantee that you will obtain the desired domain name on registration.

1.2 You represent that, to the best of your knowledge and belief the domain name being registered shall not, at any time, be used for any unlawful purpose, and that 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. You hereby acknowledge that we are not responsible for determining whether your use of our Services infringes upon the legal rights of others.

1.3 Registration or reservation of your desired domain name does not prevent objection to the registration, reservation or use of said domain name.

2. FEES

2.1 You agree to pay us the applicable fees set out on the pricing page, order confirmation, or as otherwise communicated to you as consideration for the Services prior to the effectiveness of a desired domain name registration or any renewal thereafter ('Fees').

2.2 All Fees payable under this Agreement are not refundable, even in the event your domain name registration is cancelled, suspended, or transferred before the end of the registered term.

3. ACCOUNT & WHOIS INFORMATION

3.1 You must create an account with us in order to make use of the Services ('Account').

Contact Information

3.2 In addition to the Fees for the Services as stipulated in Clause 2 of this Agreement, you hereby agree to the following:

3.2.1 to provide up-to-date, accurate information about you as required by the registration process ('Account Details'), and

3.2.2 to ensure that all Account Details provided are maintained and updated as necessary or to our request in order to keep it accurate and complete. Not providing requested information may prevent you from obtaining all Services.

3.3 You hereby confirm that all Account Details provided by you to us are true. Failure to do so for any reason will amount to a material breach of this agreement and we reserve the right to terminate your Services immediately upon such breach without notice and without any refund to you.

3.4 The nature of information you are required to provide may change and you must provide such information once requested.

3.5 You are responsible for regularly monitoring correspondence sent to the email address you provide to us in your Account Details. Any correspondence from us to you will be sent to this address and there may be consequences relating to charges or the loss of your rights to the domain name(s) or Services if you do not monitor such correspondence and respond accordingly.

WHOIS Information

3.6 You hereby acknowledge that you are obligated to maintain your Account Details for the purpose of providing the registrant, the administrative, billing or technical contact appearing in the WHOIS directory with respect to a domain name, as required or permitted by ICANN or an applicable registry policy.

3.7 During or after the term of the Services relating to your registered domain(s), we will make the information you provide available as necessary at the request of both ICANN, any registry administrator(s), and to other third parties as ICANN and applicable laws may require. You hereby waive any and all claims you may have arising from disclosure of such information.

3.8 You acknowledge that ICANN may establish or modify the limits and/or requirements relating to the information that we may or must make available, and such information we provide may change. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at <http://www.icann.org/>.

Access to your Account

3.9 You are responsible for the maintenance and confidentiality of all passwords and login IDs in addition to all access and use of your Account by you or any other third party.

3.10 Any person who is in possession of your login details will be deemed to have your authorisation to modify your Account Details and conduct any activity through your Account that is permitted, including, but not limited to, any of the following which may affect or terminate your rights and access to your Services; transferring your domain name(s) to other individuals or registrars, amending the content associated with your domain name(s).

3.11 We will take reasonable precautions to protect the information you provide from unauthorised access or disclosure, misuse, alteration, destruction or loss. Said reasonable precautions will include procedures for the release of Account access information to parties claiming to have an interest in your Account, including yourself.

3.12 IN NO EVENT SHALL WE BE LIABLE FOR ANY UNAUTHORISED USE OR MISUSE OF YOUR ACCOUNT DETAILS OR PASSWORD. IN THE EVENT OF ANY FAILURE BY US TO TAKE REASONABLE PRECAUTIONS, OUR LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED TO THAT SET OUT IN CLAUSE 12 BELOW.

3.13 To amend any of your Account Details or domain name WHOIS information, you must do so by accessing your Account with us through your control panel.

4. SERVICES

4.1 Domain Registration:

4.1.1 We are accredited registrars with ICANN for generic Top Level Domain Names and a range of country code Top Level Domains. ICANN oversees the registration of generic Top Level Domain Names

4.1.2 Domain name registrations only become effective when the registry administrator puts them into effect. Domain name registrations are for limited terms which end on the expiration date.

4.1.3 We are neither responsible nor liable in any way for actions by the registry administrator arising out of or related to any request in relation to a domain name registration, including any errors or omissions.

4.1.4 You acknowledge that domain name registration is a service and your use of such service does not create a property interest and you have no such property interest in any domain name(s) which you may register with us.

4.2 You acknowledge that your registration of any domain name is subject to cancellation, suspension, or transfer by any ICANN procedure which is either currently in effect or that which may come into effect at a later date by any Registry procedures approved by an ICANN-adopted policy or any policy adopted by governing body, or as a result of any legal obligations.

5. TERM

5.1 The term for newly created and registered domain names begins on the date the domain name registration is acknowledged by the applicable registry.

5.2 The term for existing domain name registrations (transferred or otherwise) begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry.

5.3 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.

5.4 We will provide the Services for the period on the order confirmation from the date stipulated in either clause 5.2 or 5.3 above (such period being termed the "Initial Period") and shall be automatically renewed, subject to cancellation or termination under the provisions of this Agreement.

6. SUSPENSION & TERMINATION

6.1 Termination may occur under the following circumstances:

6.1.1 you may serve 30 days' written notice on us following completion of our prescribed template procedures for terminating the whole or any part of the Agreement (details of which can be obtained from The Kirby Groups Customer Services Team); or

6.1.2 we may serve 30 days' written notice on you to expire at any time.

6.2 We may immediately terminate the Agreement (or at its option, any part of it) by notice in writing to you if you fail to pay to us any sum due under the Agreement on the due date for payment.

6.3 Either party may terminate the Agreement (or, at its option, any part of it) forthwith by notice in writing to the other if the other party:

6.3.1 is in material breach of the Agreement and fails (where the breach is capable of remedy) to remedy the breach within 30 days of the receipt of a request in writing to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of the Agreement;

6.3.2 becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986;

6.3.3 is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

6.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income, has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order; or

6.3.5 has ceased or threatened to cease to trade.

6.4 If you have purchased the Service as a Consumer, you have the right to cancel the Agreement within 7 days at no additional cost from either;

6.4.1 the date the contract is formed; or

6.4.2 the date that you receive confirmation that the contract is formed from us or whichever is the later.

6.5 You can exercise this right to cancel by contacting us through our support site.

6.6 You will no longer have the right detailed in clause 6.4 when we have commenced the Service with your consent. For the purposes of this clause your consent will be deemed to be given upon you pressing the 'Order' button on registration.

6.7 If you do not wish to waive these rights, then we will be unable to commence the Service until the end of the 7 day cooling off period.

6.8 Should your domain be transferred to another registrar (i.e. another provider of the Services), the terms and conditions of this Agreement shall cease to apply.

6.9 If the Services are terminated or suspended we reserve the right to make ourselves or a third party the beneficiary of the same Services previously received by you.

6.10 If we have grounds to terminate or suspend your Services with respect to one particular Service provided through your Account, we may terminate or suspend all Services provided through your Account. No fee refund will be made when there is a suspension or termination of Services for a material breach of this Agreement.

7. RENEWAL OF SERVICES

7.1 We may notify you via an email message or via your Account when renewal fees are due, but you acknowledge that this is not a binding commitment on our part. Should these fees go unpaid, you will become liable for such fees for the Services, which we reserve the right to cancel or suspend as per the provisions of this Agreement.

7.2 If the Services are to be automatically renewed, we may attempt to renew the Services a reasonable time before expiration, provided your credit or debit card or other billing information is available and up to date.

7.3 We may contact you to update your billing information in the event that an attempted transaction is not processed successfully.

7.4 It is your responsibility to;

7.4.1 keep your own records;

7.4.2 maintain your own reminders regarding when your Services are set to expire;

7.4.3 maintain accurate and up to date billing information for the automatic renewal of any services.

8. EXPIRY OF DOMAIN NAME REGISTRATION

8.1 Immediately after the expiration of the Service but before deletion of the domain name in the database of the applicable registry, we may;

8.1.1 re-direct the domain name IP address (or addresses) and name servers designated by us as we see fit; or

8.1.2 leave your WHOIS contact information for the expired domain name intact; or

8.1.3 amend your WHOIS contact information for the expired domain name, so you are no longer listed as the registrant of the domain name. Reactivation

8.2 For generic Top Level Domain Names, a period of approximately 35 days after the expiration of the registration term of a domain name is available to provide a procedure to renew expired domain names. We are not obligated to offer this service and may offer a fee for the same at our sole discretion.

8.3 All risk remains with you should you allow the original term of domain name registration to expire and subsequently attempt to renew the Service. We shall not be liable for any loss arising out of such action not to offer or provide reactivation.

8.4 Expired domain name services may be available to third parties and expired domain name registration services may be re-registered to any party at any time.

8.5 After the period set out in clause 8.2, we may:

8.5.1 Discontinue your domain name registration services at any time thereafter without notice. We are not obliged to notify you that your Services are being discontinued; or

8.5.2 Pay the relevant Registry's registration fee in order for the continuation of registration services. In which case, we may we may;

8.5.2.1 re-direct the domain name IP address (or addresses) and name servers designated by us as we see fit; or

8.5.2.2 leave your WHOIS contact information for the expired domain name intact; or

8.5.2.3 amend your WHOIS contact information for the expired domain name, so you are no longer listed as the registrant of the domain name.

You will not be entitled any proceeds or profit that may result following any action we take in respect of the domain name. We are not obliged to contact you to notify you that your Services are being continued.

Domain Transfers

8.6 Any transfer of any domain name(s) services shall be governed by ICANN's transfer policy, available at <http://www.icann.org/transfers/>, including the Registrar Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/transfers/dispute-policy-12jul04.htm> as well as the Uniform Domain Name Dispute Resolution Policy (UDRP).

8.7 YOU ASSUME ALL RISK FOR FAILURE OF A TRANSFER IRRESPECTIVE OF WHETHER THE TRANSFER IS INITIATED CLOSE TO THE END OF A REGISTRATION TERM.

9. MODIFICATIONS TO THIS AGREEMENT

9.1 You acknowledge that we 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.

9.2 Your continued use of the domain name registered and the Services will be deemed to constitute your acceptance of this Agreement with any revisions.

9.3 If you do not agree to any amendments, you may request that your domain name registration be cancelled or transferred to another registrar in line with the terms of the Agreement and you acknowledge and accept that such cancellation or request for transfer will be the only remedy in this respect.

10. DOMAIN NAME DISPUTES

10.1 You hereby acknowledge that you will be bound by all ICANN policies and any other policies of the relevant Registry. This includes, but is not limited to, the UDRP, available at <http://www.icann.org/udrp/udrp-rules-24oct99.htm> and <http://www.icann.org/dndr/udrp/policy.htm>.

10.2 The UDRP may be changed by ICANN (or ICANN's successor) at any time. 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 UDRP in effect at the time your domain name registration is disputed by the third party.

10.3 Should a domain name dispute arise with any third party whatsoever, you will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP. If you or your domain name are the subject of litigation, we may deposit control of your domain name record into the registry of the judicial body by providing a party with a registrar certificate

11. AGENCY

11.1 If you license or have the intention of licensing the use of a domain name to a third party you shall remain the domain name holder on record and remain responsible for providing your own full contact information and for providing and updating the information required under clause 3 of this Agreement.

11.2 You confirm that you will obtain from any such third party their agreement to the terms of this Agreement

12. LIMITATION OF LIABILITY

12.1 The provisions of this clause set out the entire liability of The Kirby Group (including any liability for the acts or omissions of its consultants, employees, agents and authorised representatives) to you in respect of:

12.1.1 any breach of the Agreement; and

12.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

12.2 Nothing in the Agreement excludes or limits the liability of The Kirby Group for death or personal injury caused by the negligence of The Kirby Group, fraud or a breach of section 12 of the Sale of Goods Act 1979.

12.3 Subject to clauses 12.2 the total liability of The Kirby Group in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Agreement is limited to:

12.3.1 £500 per breach for loss of or damage to tangible property; and

12.3.2 for any other kind of loss, one and a quarter times the amount of sums paid by you to us pursuant to the Agreement (excluding VAT and expenses) during the preceding 12 month period.

12.4 The Kirby Group will not be liable to you in contract, tort, misrepresentation or otherwise (including negligence), for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, or for any loss of profit, loss of business, loss of contract loss of revenue, depletion of goodwill or otherwise (whether direct or indirect), and whether or not caused by the negligence of The Kirby Group or its employees, agents or authorised representatives, which arises out of or in connection with the Agreement.

12.5 You acknowledge that the allocation of risk in the Agreement reflects the price paid for the Services and that it is not within the control of The Kirby Group how or for what purposes they are used.

12.6 Where you access our services from locations outside the UK, you do so on your own initiative and you are responsible for compliance with all and any applicable local laws.

13. INDEMNITY

13.1 You will fully indemnify and keep us and any associated Registries and their employees and agents fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by it and arising from or relating to any of the following:

13.1.1 your breach of the Agreement, negligence or other default;

13.1.2 registration, use or misuse of the domain name registered in your name, whether used by you or a third party;

13.1.3 your use or misuse of any other Service associated with this Agreement.

13.2 You also agree to indemnify us further to the terms and conditions contained in any applicable Dispute Policy. Should we be threatened with any third party claim, we reserve the right to the following:

13.2.1 seek written assurances from you in respect of your indemnification obligation to us; or

13.2.2 suspend or cancel your Services upon your failure to provide such assurances when requested.

13.3 This indemnification obligation will survive the termination or expiration of this Agreement.

13.4 This indemnification is made in addition to any indemnification set out elsewhere in this Agreement or as required under the UDRP, any other ICANN policy or any policy of any relevant registry.

14. FORCE MAJEURE

14.1 Neither party is under any liability to the other party in respect of anything which, apart from this provision, may constitute a breach of the Agreement arising by reason of force majeure which means, in relation to either party, circumstances beyond the reasonable control of that party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, network failure, systems fault, unauthorised use or access to the IT systems of The Kirby Group or the Client, explosion, flood, epidemic, lock outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions, to the extent outside of its reasonable control.

15. GOVERNING LAW

15.1 Except as otherwise set forth in the UDRP or any similar policy, with respect to any dispute over a domain name registration, the construction, performance and validity of the Agreement will be governed by English law and the English courts have jurisdiction to settle any disputes which may arise out of or in connection with it

DOMAIN NAME TRANSFER, REGISTRATION & MAINTENANCE COSTS:

Transfer costs

| | |
|---------------|-------------|
| Domain type | .uk domains |
| Transfer in: | Free |
| Transfer out: | £50.00+VAT |

| | |
|---------------|----------------|
| Domain types | .com .net .org |
| Transfer in: | £15.00 + VAT |
| Transfer out: | £50.00+VAT |

Registration & Maintenance costs

All domains are registered or renewed for two years.

| Domain type | Example | Cost |
|------------------------|---------------------------------|--------|
| International domains | .com .net .org | £92.83 |
| UK domains | .co.uk .org.uk .me.uk | £52.88 |
| Alternative UK domains | .uk.com .gb.com .uk.net .gb.net | £92.83 |