

Domain Name Agreement

This Service Agreement ("Agreement") sets forth the terms and conditions of Pipe Ten's agreement relating to your use of the domain name registration services provided by Pipe Ten Hosting Ltd to register an Internet domain name, as well as the registration of the domain name.

To complete the registration process, you must acknowledge that you have read, understood, and agree to be bound by all the terms and conditions of this Agreement, any rules or policies that are or may be published by Pipe Ten Hosting Ltd from time to time, and the rules and regulations set forth by the registry administrators for the respective registries. This Agreement will become effective upon acceptance by Pipe Ten Hosting Ltd.

Pipe Ten Hosting Ltd may at its sole discretion, elect to accept or reject any application for registration of domain name for any reason, including but not limited to, rejection due to a request for registration of a prohibited domain name.

-- Pipe Ten's domain registration service --

Pipe Ten Hosting Ltd has been granted the right to provide Internet domain registration services for second-level domain names within the .com, .org, .net, .co.uk, .org.uk, .ltd.uk, .mobi, .eu and .plc.uk top-level domains. EURID oversees the .eu top level domain.

ICANN oversees the .com, .org, .mobi and .net top-level domains. Nominet oversees the .co.uk, .org.uk, .ltd.uk, .me.uk and .plc.uk top-level domains. EURID is the registry administrator for the .eu top-level.

Upon Pipe Ten Hosting Ltd's receipt of domain name registration information from you, Pipe Ten Hosting Ltd shall submit the information to the registry administrator for the appropriate top-level domain for approval and processing. The registry administrator then puts into effect the domain name registration. eNom Inc. currently acts as the registry administrator for the .com, .org, and .net top-level domains. Nominet UK acts as the registry administrator for the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains.

By registering or renewing a .uk top-level domain and agreeing to these terms & conditions, you agree that you have read and agree to the terms & conditions of Nominet which are located at <http://www.nominet.org.uk/nominet-terms.html>. If you are registering the domain for a third party, you agree that they have read and agree to the Nominet T&C's as well.

-- Fees --

As consideration for Pipe Ten Hosting Ltd providing domain name registration services to you, you agree to pay Pipe Ten Hosting Ltd, prior to the approval of the desired domain name registration, the amounts set forth in the Pipe Ten Hosting Ltd Price Schedule, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.

Your application will not be registered until Pipe Ten Hosting Ltd receives actual payment of the registration fee. If Pipe Ten Hosting Ltd does register a domain name prior to payment of the registration fee, Pipe Ten Hosting Ltd reserves the right to cancel that registration or restrict use of the domain name until payment has been received.

All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.

In the event of a charge back by a credit card company or other payment provider authorised by Pipe Ten Hosting Ltd, the domain name registration shall be transferred to Pipe Ten Hosting Ltd as the paying entity for the registration. Pipe Ten Hosting Ltd may reinstate your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its current reinstatement fee of £100 GBP.

Payment must be made by credit card or other methods we indicate in registration application or renewal form. We will renew your name for you provided your credit card or other billing information is available and up to date. If your billing information is not accurate and you wish to renew your domain name registration, we will contact you to update this information and charge accordingly.

You are required to have a valid credit/debit card and email address registered on your Pipe Ten Hosting Ltd account at all times,

failure to do so may result in suspension of your account.

We reserve the right to make an administration charge of £5 per domain where customers have attempted to register a domain name with multiple registrars.

-- Domain Name Dispute Policy --

You agree to be bound by the Pipe Ten Hosting Ltd Domain Name Dispute Policy (the "Domain Name Dispute Policy"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference.

The Dispute Policy governs any dispute between you and any party other than us over the registration and use of the domain name. The specific disputes which are subject to the Dispute Policy are contained in the Dispute Policy. You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time the domain name registration is disputed by a third party.

You also agree that in the event a domain name dispute arises with any third party, you shall indemnify and hold Pipe Ten Hosting Ltd harmless pursuant to the terms and conditions contained in the Dispute Policy.

-- Changes to registration agreement and dispute policy --

You acknowledge and recognise that the domain name system and the practice of registering and administering domain names are continuously evolving, and acknowledge and agree that Pipe Ten Hosting Ltd may modify this Agreement and the Dispute Policy as necessary from time to time to comply with any agreements by which Pipe Ten Hosting Ltd is or will be bound, and to adjust to changing business circumstances.

Your continued use of the registered domain name constitutes acceptance of this Agreement and amendments. If at any time, you do not agree to such changes, you agree that your sole remedy is to request that your domain name registration be cancelled or transferred to a different domain name registrar.

-- Contact with Pipe Ten Hosting Ltd --

You acknowledge and recognise that all contact with Pipe Ten Hosting Ltd in the first instance should be made via the online form available in the support section of our website, or via the live chat facility available on our website, or via our postal address.

-- Domain Name registration information and its use --

Information you are required to Submit

As part of the registration process, you are required to submit to Pipe Ten Hosting Ltd and keep updated the following information in connection with your application for domain name registration:

the domain name to be registered;

the domain name holder's name and mailing address;

the name, mailing address, email address, telephone number, and fax number of the administrative contact for the domain name; and

the name, mailing address, email address, telephone number and fax number of the billing contact for the domain name.

a valid form of payment for domain renewal and account charges

You shall provide and maintain updated information at all times with Pipe Ten Hosting Ltd. Pipe Ten Hosting Ltd at its option may refuse to renew any registrations unless you maintain current and updated information at all times.

Pipe Ten Hosting Ltd may from time to time request additional information from you. While not obligated to provide the additional information, you should provide the additional requested information to ensure that you will obtain all the products and services which Pipe Ten Hosting Ltd makes available to domain name registrants.

Additional information maintained about your registration:

In Addition to the information you provide, we maintain additional information relating to your domain name registration, including:

- the original creation date of the registration;
- the date and time the registration application was submitted to us and the appropriate registry;
- communications constituting registration orders, modifications, or terminations and related correspondence;
- records of account for your domain name registration, including dates and amounts of all payments and refunds;
- the IP names and address of the primary name servers and any secondary name servers;
- the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;
- the name, mailing address, email address, telephone number, and fax number of the zone contact for the domain name;
- the expiration date of the registration; and other information regarding all other activity regarding your domain name registration and related services.

Obligations Relating to Data Provided by You:

If in registering a domain name you provide information about a third party, you hereby represent that you have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in this Agreement.

Disclosure and Use of Registration Information:

You agree to authorise Pipe Ten Hosting Ltd to provide any information to ICANN, EURID and Nominet, the registry administrators and to other third parties as ICANN and applicable laws may require or permit. You acknowledge and agree Pipe Ten Hosting Ltd may make publicly available, some or all of the domain registration information provided by you, for purposes of inspection such as through Pipe Ten Hosting Ltd's WHOIS service, for targeted marketing, or for any other purpose as required or permitted by ICANN, EURID and Nominet and applicable laws.

In addition, you acknowledge that ICANN, EURID and Nominet may establish guidelines, limits and requirements that relate to the amount and type of information that Pipe Ten Hosting Ltd may or must make available to the public or to private entities, and the manner in which such information is made available.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of information and updated from time to time provide in connection with registration of a domain name, whether during or after term of the registration of the domain name. You hereby irrevocably waive any and claims and causes of action you may have arising from such disclosure or use of the domain name registration information.

You may access your domain name registration information in Pipe Ten Hosting Ltd's possession to review, modify or update such information, by accessing our domain manger service, or similar service, available at our web site at <http://domains.pipeten.com>.

We will not process any data about any identification natural person that we obtain from you in a way incompatible with the purpose and limitations described in this Agreement. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorised access or disclosure, alteration or destruction of that information.

-- Ownership of data --

You agree and acknowledge that Pipe Ten Hosting Ltd owns the following:

- all database, compilation, collective and similar right, title and interests worldwide in the domain name database;
- all information and derivative works generated from the domain name database; and
- information for the registrations for which Pipe Ten Hosting Ltd acts as the registrar including:
 - the original creation date of the registration;
 - the expiration date of the registration;
 - the name, mailing address, email address, telephone number, and fax number of the technical contact, administrative contact, zone contact, and billing contact for the domain name;
 - remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and
 - other information generated or obtained in connection with the provision of domain name registration services, other the domain

name being registered, and the IP names and addresses of the primary nameserver and any secondary nameservers.

Pipe Ten Hosting Ltd does not have any ownership interest in your specific personal registration information outside of your right in our domain name database.

-- Agents and licenses --

You agree that in the event you register a domain name for another entity, you represent that you have the authority to bind that entity as a principal to all terms and conditions contained in this Agreement.

You acknowledge and agree that if you license the use of your registered domain name to a third party, you remain the domain name holder of record and remain responsible for all obligations under this Agreement, including payment obligations, and providing and updating your full contact information, and accurate technical, administrative, billing, and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with domain name and domain registration.

In any circumstance where you are registering a domain for a third party, you agree that you must (in advance):
Make your customers aware of the charges associated with domain name registration, renewal and maintenance.
Give details of the domain name related services you provide, which are relevant to this customer, information on how to invoke the service, any charges payable and how long you take to carry out the service.
Make your customers aware of changes to your charges.
Detail the method, availability and cost of customer service provided.
Act quickly after getting a request from your registrant to take some action for them; and
Update their details soon after you know that the current ones are out of date or wrong.

Registrant Data:

You must not knowingly provide poor quality Registrant data. If you find out that a Registrant has provided poor quality data you should attempt to correct the data.

Consumers are currently allowed to opt-out of providing their postal address on the WHOIS where allowed by the Registry. You should take reasonable steps to ensure the opt-out is used correctly and not set this field to default to "opt-out" unless you can show that all your Registrants are consumers.

If you receive a request to register a domain name for a customer you must register the domain name in your customer's name. You may only register the domain name in your or your organisation's name with the explicit prior written consent of your customer.

You agree that if you register a domain on behalf of a third party, Pipe Ten Hosting Ltd can pass on the contact details of that third party to the Registry Administrator if required to do so by the Registry.

-- Limitation of liability --

You agree that Pipe Ten Hosting Ltd shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with this Agreement, even if Pipe Ten Hosting Ltd has been advised of the possibility of such damages, and in particular Pipe Ten Hosting Ltd will not be liable for the following:

- suspension or loss of your domain registration;
- use of your domain name registration;
- interruption of your business;
- access delays or interruptions to any web sites accessed by your registered domain name;
- non-delivery, mis-delivery, corruption, destruction, or modification of data;
- events beyond the reasonable control of Pipe Ten Hosting Ltd;
- processing of an application for domain name registration; or
- application of the Dispute Policy.

Pipe Ten Hosting Ltd shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to your application, receipt of, or failure to receive a domain name registration.

Pipe Ten Hosting Ltd's maximum aggregate liability shall not exceed the greater of: the total amount paid by you for registration of the domain name; and £50 GBP.

-- Indemnification of Pipe Ten Hosting Ltd --

You agree to defend, indemnify and hold harmless Pipe Ten Hosting Ltd and the registry administrator, including its employees, directors, officers, representatives, agents and affiliates, from and against any claim, action, suit, demand, loss, damages, costs (including reasonable legal fees, expert witness fees and expenses), or other proceeding related to or arising out of the registration or use of the domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

-- Representatives and warranties --

You represent and warrant that:

all information provided in connection with your domain name registration is accurate; and
neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.

You acknowledge and agree that all domain name registration services provided to you by Pipe Ten Hosting Ltd are provided on an "as is" basis. Pipe Ten Hosting Ltd makes no representations or warranties of any kind, express or implied, in connection with this agreement or its domain name registrations services, including but not limited to warranties of merchantability or fitness for a particular purpose. Pipe Ten Hosting Ltd makes no representation or warranties of any kind that registrations or use of domain name under this Agreement will immunise you from challenges to the domain name registration or from suspension, cancellation, or transfer of the domain name to you.

-- Breach and revocation --

Pipe Ten Hosting Ltd reserves the right to suspend, cancel, transfer or modify your domain name registration in the event that:
you materially breach this Agreement;
you use your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;
you use your domain name in connection with unlawful activity; or
grounds arise for such suspension, cancellation, transfer or other modification as provided in this Agreement.

You further acknowledge and agree that your domain name registration is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including Pipe Ten Hosting Ltd) or registry administrator procedures approved by an ICANN-adopted policy, or by any other country code top-level domain registry administering procedures to correct mistakes by Pipe Ten Hosting Ltd, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

You also agree that Pipe Ten Hosting Ltd shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior notice, or at such time as Pipe Ten Hosting Ltd receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

You acknowledge and agree that:

providing inaccurate information;
failing to update information promptly; or
failing to respond to Pipe Ten Hosting Ltd's inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request;
shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

-- Other terms and conditions --

Force Majeure. Pipe Ten Hosting Ltd shall not be responsible for any failure to provide any service or perform any obligation because of any act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

Non-Waiver. The failure of Pipe Ten Hosting Ltd to require your performance provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Pipe Ten Hosting Ltd of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Survival. The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable not with standing termination of the Agreement for any reason. However, neither party shall be liable to others for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each party shall be liable for any damage from any breach by it of this Agreement.

Notice. You agree that any notice or communications required or permitted to be delivered under this Agreement by Pipe Ten Hosting Ltd to you shall be deemed to have been given if delivered by e-mail, or postal mail in accordance with the contact information you have provided.

Governing Law. Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all contemplated by this Agreement shall be governed by the laws of the United Kingdom.

Legal Fees. If any legal action or proceeding, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is brought by any party to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, expert witness fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

Assignment. You shall not assign, sub-license or transfer your rights or obligations under this Agreement to any third party without the prior written consent of Pipe Ten Hosting Ltd. However, in the event that Pipe Ten Hosting Ltd consents to such an assignment, sub-license or transfer, then this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

-- General --

Entire Agreement. This Agreement constitutes the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to here in. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth here in.

Amendment in Writing This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorised representative of Pipe Ten Hosting Ltd.

Further Assurances. The parties shall execute such further and other documents and instruments and take such further and other actions as may be necessary to carry out and give full effect to the transactions contemplated by this Agreement.

Relationship of the Parties. Nothing in this Agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.

Joint and Several Obligations. If any party consists of more than one entity, their obligations here under are joint and several.

No Third Party Beneficiaries. This Agreement does not provide and shall not be constructed to provide any third parties, with any remedy, claim, cause of action or privilege.

Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so

held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Pipe Ten Hosting Ltd will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Pipe Ten Hosting Ltd as reflected in the original provision.

Domain Renewals. To ensure your domains are not lost we operate a positive renewal system on all our domains - you will be notified in advance that your domain is about to expire and given the option to opt out of the renewal, if of any reason you do not contact us, then we will ensure your registration continues and automatically renew your domain. This is not refundable and it is your responsibility to ensure valid contact and payment details are on your account at all times - failure can lead to suspension.

Pipe Ten Hosting Ltd domain renewal process is automated and we confirm all domain renewals by email. However, it is your responsibility to check that your renewal has been successful within one month of the renewal date. You can do this using our whois lookup facility on our website at <http://domains.pipeten.com/whois.php>.

-- Specific TLD Registration Agreements --

The following terms and conditions apply to .UK domain name registrations

<http://www.nominet.org.uk/go/terms>

The following terms and conditions apply to .TV, .CC and .WS domain name registrations

<http://www.enom.com/terms/agreement.asp?tld=cc>

The following terms and conditions apply to .INFO domain name registrations

<http://www.enom.com/terms/agreement.asp?tld=info>

The following terms and conditions apply to .BIZ domain name registrations

<http://www.enom.com/terms/agreement.asp?tld=biz>

The following terms and conditions apply to .EU domain name registrations

<http://www.eurid.eu/content/view/32/54/lang,en/>

The following terms and conditions apply to .COM, .NET and .ORG domain name registrations

<http://www.enom.com/terms/agreement.asp>

The following terms and conditions apply to .MOBI domain name registrations

<http://www.enom.com/terms/agreement.asp?tld=mobi>

The following terms and conditions apply to .US domain name registrations

<http://www.enom.com/terms/agreement.asp?tld=us>

The following terms and conditions apply to .DE domain name registrations

<http://www.enom.com/terms/agreement.asp?tld=de>

The following terms and conditions apply to .CA domain name registrations

<http://www.enom.com/terms/agreement.asp?tld=ca>

The following terms and conditions apply to .CN domain name registrations

<http://www.enom.com/terms/agreement.asp?tld=cn>

The following terms and conditions apply to .NU domain name registrations

<http://www.nunames.nu/about/terms.cfm>