



Terms of Business – January 2008

SERVICE OBLIGATION

1. **Cat's Whiskers Web Design** will use reasonable endeavours to ensure a prompt and continuing service as described in the specification ("the Service") but will not be liable for any loss of data resulting from delays, non-deliveries, or service interruptions caused by circumstances beyond the direct control of **Cat's Whiskers Web Design**, or by errors or omissions of the Customer. **Cat's Whiskers Web Design** specifically excludes any condition of warranty as to the accuracy of third party information received through the Service.
2. **Cat's Whiskers Web Design** will not be held liable for indirect, economic or consequential loss whatsoever.
3. The liability of **Cat's Whiskers Web Design** in contract or in connection with the supply of the Service shall be limited in respect of any one event or a series of two or more connected events to the value of the domain name(s).
4. Breach of Terms and Conditions by customers shall lead to termination of Service with no entitlement to refund.
5. All fees paid are non-refundable and once registered, domain names cannot be changed in their name or extension without the costs due in the registration of a new name with the appropriate registry costs.

CONTRACT OF SERVICE

1. The contract period shall be for the whole term of fees paid by the Customer until the expiry of the valid domain name period usually one year from the date of registration. 14 days notice of cancellation must be received in writing, prior to the renewal date of a domain name or any other products.
2. **Cat's Whiskers Web Design** may elect to suspend or terminate the Service immediately on any default of payment by the Customer.
3. From time to time parts of the **Cat's Whiskers Web Design** network may be taken off-line for repair or routine maintenance. **Cat's Whiskers Web Design** will endeavour to give as much notice as possible but will not be held liable for any unscheduled downfall in the Network due to extraneous conditions including but not limited to Act of God, inclement weather, act of telephone or Governmental organisations or power failure.

IMPROPER USE AND LIABILITIES

1. The Customer shall acknowledge that he / she will only use the Service for lawful purposes. The Customer shall not use the Service to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, menacing, offensive, and defamatory, in breach of confidence, in breach of any intellectual property (including any trade mark or Copyright). This extends to violations due to any spamming and or bulk email activity for which **Cat's Whiskers Web Design** can and will follow up in the Courts of Law.
2. The Customer shall take reasonable precaution to prevent the reception and transmission of viruses to **Cat's Whiskers Web Design** and beyond and shall not attempt any intentional and malicious damage to the **Cat's Whiskers Web Design** Network or use the Service to affect other computers.
3. It is the Customer's responsibility to keep all user names and passwords secure and not let third parties knowledge or access to them or to store them on any computer in plain text or in a format that is easily accessible.
4. The Customer will notify **Cat's Whiskers Web Design** immediately by fax, telephone or e-mail in any event of a username or password becoming known to a third party.
5. The Customer hereby indemnifies **Cat's Whiskers Web Design** or its trading concerns against any action taken by a third party resulting from the Customer's use of the Service.
6. The Customer shall notify **Cat's Whiskers Web Design** of any action taken against them by a third party and will not hold **Cat's Whiskers Web Design** liable for any resulting costs.
7. The Customer shall be responsible and liable for any costs to telephone companies by use of the Service from their point of connection.
8. The Customer acknowledges that **Cat's Whiskers Web Design** cannot exercise control over the content of information passed across the Internet and via the Service.
9. The Customer agrees to conform to the acceptable policies of connecting to other Networks or computers across the Internet.

SUB-LEASE / RE-SELLING RESTRICTIONS



1. The Customer agrees not to re-assign, re-sell, sub-lease or transfer their account in any way, shape or form without the proper procedures being followed as required by the appropriate domain name registry. Contravention shall lead to immediate termination of the Service to the Customer by **Cat's Whiskers Web Design**.

SERVICE AGREEMENT

1. The Customer has the right to withdraw from or cancel their Service Agreement with **Cat's Whiskers Web Design** within the first 72 hours of any new agreement in writing via email or recorded post only. Any domain transfers should be made in writing via email only and no refunds will be due for domain registrations.
2. Domain transfer requests - provided all details are correct and procedures followed by the customer - should be carried out by **Cat's Whiskers Web Design** within 24 hours of receiving the customer's email assuming also all outstanding invoices / balances have been settled by the customer with **Cat's Whiskers Web Design**.

In the event of a customer wishing to transfer the IPS tag relating to their domain name to another Internet Service Provider (ISP), a small transfer charge equal to the current annual hosting charge will become payable.

DOMAIN NAME AGREEMENT

1. **Cat's Whiskers Web Design** will register a domain to an individual and/or company on a per domain basis and the individual or company is granted exclusive use of this domain so long as all fees are paid and the balance of any accounts are kept up to date.
2. By registering a name you agree to keep **Cat's Whiskers Web Design** and its associated companies and its Directors fully and effectively indemnified at all times against action brought about by any person, persons or company against you in using the name. You will assume liability and costs for any such action and release **Cat's Whiskers Web Design** and its associated companies should any such situation arise.
3. Any registered domain can be used for any legal, decent and honest use on the Internet and must not breach any UK laws. The name cannot be used for any immoral or pornographic use. The registrant agrees to have read and accepted the terms and conditions of the appropriate domain registry before ordering a domain name for registration by **Cat's Whiskers Web Design**.
4. **Cat's Whiskers Web Design** shall not be liable for indirect, incidental or consequential damages, including loss of income, data, or information in any event by use of the Service.
5. **Cat's Whiskers Web Design** reserves the right not to register or assign any domain name for whatever reason.
6. **Cat's Whiskers Web Design** reserves the right to delete or suspend any domain name if payments have been defaulted upon and may at its discretion levy admin charges in re-establishing any domain or service thereof.
7. **Cat's Whiskers Web Design** reserves the right to vary the rate charged for domain name registrations and renewals and / or modify the services offered providing at least 28 days notice via its website of any cost or service changes.

GENERAL TERMS AND LAW

1. **Cat's Whiskers Web Design** reserves the right to do normal system housekeeping such as creating back-ups AND do not accept responsibility for ensuring back up works though - your data security is your own problem.
2. If **Cat's Whiskers Web Design** suspects Illegal Activity, we may notify the authorities and reserve the right to do anything on the system which our lawyers advises us to do in the protection of the system.
3. This Agreement is governed by the laws of Palma de Mallorca, Balears, Spain, and you consent to the exclusive jurisdiction and venue of the Central Courts or the Palma de Mallorca Court in all disputes arising out of or relating to your use of the **Cat's Whiskers Web Design** and hosting service.
4. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and **Cat's Whiskers Web Design** as a result of your use of **Cat's Whiskers Web Design**. You agree not to hold yourself out as a representative, agent or employee of **Cat's Whiskers Web Design**. You agree that **Cat's Whiskers Web Design** will not be liable by reason of any representation, act or omission to act by you.
5. Each respective Registry (i.e. Nominet, InterNic etc) will notify the legal registrant of the disputed domain(s) of their position and liaise with all parties in dispute as determined by their respective terms and conditions of service provision. **Cat's Whiskers Web Design** cannot enter into any direct involvement with the resolution of any dispute other than inform and relay to its client any information supplied by the appropriate Registry as we have no ultimate control over of any domain assigned by any Registry.

REFUNDS

1. Refunds are at the discretion of the management. [end of Terms of Business]