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Domainmaster Limited Terms and Conditions

Important Notice:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR USE OF THIS WEBSITE. BY USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. Your use of Hotlinks.co.uk website constitutes your agreement to follow these rules and to be bound by them. If you do not agree with any of these Terms and Conditions, do not use hotlinks.uk website.

All transactions must comply with these terms and conditions.

Use of the websites is subject to these terms and conditions plus terms and conditions posted at specific portions of the sites.

Changes to the terms and conditions are made regularly. All info is correct as of its first appearance on this site or when last modified.

Services prices and policies of Domainmaster Limited are subject to change without notice.

This agreement (the "Agreement") between Domainmaster Limited trading under "Hotlinks Internet Services", "Hotlinks.co.uk", 'Hotlinks.uk' (the Supplier) and you ("the Customer") contains the following terms and conditions.

The Customer warrants to Domainmaster Limited that details submitted by the Applicant to Domainmaster Limited are true and correct, and that future additions or alterations to those details will be true and correct.

The Customer orders domain names registrations, hosting services, and other Internet related services through the website www.hotlinks.uk.

Existing customer may place order over the phone. By doing so, The Customer also agrees to The Supplier's Terms and Conditions

All fees paid to Domainmaster Limited are non-refundable and non-transferable.

Prices on the sites and in the terms and conditions are subject to VAT at 20%.

1. Terms and conditions for DOMAIN NAMES registration services.

1.1 General Agreement

A: Definitions:

"The Supplier" means Domainmaster Limited trading as "Hotlinks Internet Services" "Hotlinks Internet Services" "Hotlinks Internet" and "Hotlinks".

"The Customer" means a person or a company requesting a domain name or a service in connection of the domain names from the supplier (including but not limited to registrations, transfers, cancellation and DNS changes).

"The Registered Details" means the information provided from time to time to the Registry in connection with the registration of the domain name or the renewal of that registration.

"The Agreement " means the contract formed by the customer requesting products and/or services from the Supplier.

"The Customer's data" means all and any information. Data, computer files or other material supplied by the Customer from time to time to the Supplier.

B: Use and registration:

- By submitting a domain name registration application or applying to any other services the Customer agrees to be bound by this Agreement and all terms and conditions. It is the Customer's responsibility to review the Terms and Conditions of the Supplier before utilising the services.
- Registration is open only to persons who are over 18 years of age and over, and who can form legally binding contracts under applicable law. If you are under the age of 18 you can only use this service in conjunction with your parents and guardians.
- The domain name is registered in the name that was specified when requested.
- The customer must have the right to use the name and by registering you confirm to us that you have that right
- By registering a name the Customer agrees to keep the Supplier and its directors fully and effectively indemnified at all times and indemnify The Supplier and its directors accordingly against all costs, claims, liabilities actions and expenses arising directly or indirectly through your choice and use of the domain name or by any breach by the Customer of your obligations contained herein.
- Once the domain name is ordered no refund will be payable by the Supplier.
- Domain names are registered on a first come, first served basis.
- There is no guarantee that a domain name applied for has been entered on The Supplier's database until you receive confirmation of registration. You are advised not to take any action in respect of the registration of the domain name before you have received confirmation and you know that full payment has been made.
- The Supplier will pay no refunds.
- The Supplier will use its reasonable endeavours to ensure the maintenance of domain name records and services. In no circumstances will The Supplier be liable for any consequential losses. The only liabilities accepted by The Supplier are those expressly specified in these terms and conditions

- It is your obligation to provide the Supplier with accurate, complete registration information and to promptly notify the supplier of any changes to that information. Your registration information is personal to you and you must keep your password confidential. If you believe that there has been any breach of security such as the disclosure, theft or unauthorised use of your password or any payment information, you must notify the Supplier immediately and may change your password by contacting us.
- The customer must pay the entire registration fee before the supplier actually registers the domain name for them. Payment can be made by credit card on the secure website: <https://go.hotlinks.co.uk/clientarea.php>
- Once registered, the Customer assumes all responsibility for any future obligations, trademark disputes, maintenance fees etc. required to maintain or to modify a domain name.
- The supplier do not accept the responsibility for the use of any domain name for any conflict with trademarks registered or unregistered or with rights to names in other contexts.
- The Supplier will attempt to avoid the registration of domain names that are potentially disputable but will not be held responsible in the event that a dispute does arise.

C: Cancellations:

- Domain names cannot be cancelled or refunded.
- The Customer is responsible for any spelling mistake made by the Customer or any of his representatives.
- It is the Customer responsibility to check that the name they ordered is the name they want to order.

D: Transfers:

- a. Transferring from us to another registrar:
 - The customer is allowed to transfer his domain name to another ISP.
 - Transferring a domain name happens to be quite a lot of administration work when the company you wish to transfer the name to does not understand what the procedure is.

We have been dealing with transfers for a long time and try as much as we can to keep up-to-date with the changes in the procedures.

- Transferring a domain name from us to another registrar is free of charge. The customer understands that the releases may not be instant.

For the domain names ending in ".co.uk" we can request the release ourselves upon written request from the owner of the domain name. The customer can email the request to: support@hotlinks.uk . This emailed authorisation must come from the address registered with our billing system and include the name of the owner of the domain name and the TAG of the company the Customer wishes to have the name transferred to.

For the domain names ending in ".com" the Customer must ask the new ISP to request the name to be pulled over their tag. The Customer also has to send us a written authorisation with their details, the domain name they want to transfer and the name of the company they want the domain name to be transferred to. We can not push a name away from us. Once the transfer has been requested the supplier will receive an email request and providing that the

original name registration fee and the £25 release fee has been paid for, and the authorisation received, the name will be released.

b) Transferring a domain name from another registrar to us:

- Taking on a domain name under our tag means the name will be registered for an additional year (unless it is a ".co.uk", ".ltd.uk" or ".org.uk") The customer agrees to pay the entire fee before the Supplier takes on the domain name. The customer agrees to provide the supplier with true and accurate contact details and to read and abide by the terms and conditions related to the use of Domainmaster Limited websites.
- The Supplier can not be held responsible for the delay in transferring the domain name.
- Payment can be made by credit card on the site:
<https://go.hotlinks.co.uk/clientarea.php>

E: Renewals

Domain names are subject to renewals. If you wish to keep the name registered you will need to pay the fees accordingly before the name expires.

The supplier will send an email to the email address on record in the Supplier's billing system around 60 days before expiry and regularly after that until the name has expired. Once a name has expired it will be cancelled and deleted, available for others to register.

You can renew your name here: <https://go.hotlinks.co.uk/clientarea.php>

For .uk domain names: (From the Nominet website)

If a renewal request is not received within 30 days of expiry the domain name will be suspended. Seven days before suspension (Nominet) will send you a suspension warning. When the domain name is suspended (Nominet) will send you a suspension notice. Throughout this period it is still possible to renew your domain name.

When a domain name is suspended all services that use the domain name will stop working. This means that your web site at that domain name will not work and any email using the domain name will not be delivered.

After a 60 day suspension period the domain name will be put into a cancellation schedule. Cancellation occurs randomly at some point after entering the schedule. Once cancelled, the domain name will then be immediately available for re-registration by someone else. At any point during the suspension, (The supplier) can renew the domain name for you and the suspension will be lifted. One final reminder will be sent to you 83 days after the expiry date: this will be seven days before the domain name is scheduled for cancellation, so you will need to act quickly if you wish to renew it at this stage.

If you know that you no longer require your domain name you can ask your registrar to mark it as 'renewal not required'. This stops (Nominet) from sending you the renewal reminders.

The only fee to be paid is that of the domain name renewal as described here:
<https://go.hotlinks.co.uk/domainchecker.php>

For all other domain names:

The Supplier will email the registrant name holder pre and post expiration notices. These notices will be sent 30 and 5 days prior to expiration and 3 days after expiration. If the domain name is renewed prior to expiration, these notices will not be sent out.

If a name has not been renewed by its expiry date it will be suspended, the name servers associated with the name will stop working, so will any services associated with the name.

30 days after the expiry date, the domain name will enter a 'Redemption period' where it will cost £150 to manually retrieve the name.

You can renew your name here: <https://go.hotlinks.co.uk/clientarea.php>

Please ensure that your contact details are kept up to date.

F: Customer's obligations:

a) Confidentiality

The customer and representatives warrant Domainmaster Limited trading under Hotlinks Internet Services (www.hotlinks.uk) that personal account info given by and for such subscribers is correct and accurate. This includes the subscriber's name, address, phone and fax number email address and any other form of contact details given by or for the customer and the customer's credit card's information.

In the event of violations Domainmaster Limited trading under Hotlinks Internet Services (www.hotlinks.uk) reserves the right to suspend, disconnect or discontinue the service to the customer.

The Supplier will make all reasonable efforts to respect the privacy of any Customer's personal account information and personal email messages. The Supplier will disclose Customer's identity and communications if directed to do so by proper subpoena, court order, or other lawful authority.

b) Indemnity

The Customer agrees to defend, indemnify and hold the Supplier and its affiliates harmless from any and all liabilities, costs and expenses, including attorney's fees, related to or arising from any violation of these terms, or in connection with use of the web site, or the Internet, or the placement or transmission of any message or information on this web site, by Customer or customer's authorised uses.

c) Severance Clause

If any portion of this Agreement is held to be unenforceable or invalid, the unenforceable or invalid portion shall be construed in accordance with applicable law to the greatest extent possible to reflect the original intent of the parties, and the remainder of the provisions of this agreement shall remain in full force and effect.

1.2 Uniform Domain Name Dispute Resolution Policy

Uniform Domain Name Dispute Resolution Policy (As Approved by ICANN on October 24, 1999)

1. Purpose. This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and

conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under [Paragraph 4](#) of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at www.icann.org/udrp/udrp-rules-24oct99.htm, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations. By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes. We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of [Paragraph 8](#), our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See [Paragraph 4\(i\)](#) and [\(k\)](#) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/udrp/approved-providers.htm (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

- (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and
- (ii) you have no rights or legitimate interests in respect of the domain name; and
- (iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

b. Evidence of Registration and Use in Bad Faith. For the purposes of [Paragraph 4\(a\)\(iii\)](#), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

- (i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that

complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to [Paragraph 5](#) of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of [Paragraph 4\(a\)\(ii\)](#):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

d. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in [Paragraph 4\(f\)](#).

e. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

f. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in [Paragraph 5\(b\)\(iv\)](#) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in [Paragraph 4](#) shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under [Paragraph 3\(b\)\(xiii\)](#) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See [Paragraphs 1](#) and [3\(b\)\(xiii\)](#) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation. All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of [Paragraph 4](#) shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes. We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo. We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in [Paragraph 3](#) above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or

arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications. We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

2. Terms and conditions for WEBSITE HOSTING and internet related services

2.1 Acceptable Use Policy:

A: Definitions:

The Customer: A person who offers to purchase a product advertised on the Supplier's website by completing and submitting the relevant forms on the Suppliers' websites.

Existing Customers might place orders over the phone at the Supplier's discretion.

In the case the order is placed over the phone, the customer acknowledges that these Terms and Conditions are also applicable.

The Supplier: Domainmaster Limited trading as "Hotlinks Internet Services" and "Hotlinks"

The Order: an irrevocable offer by a customer to buy a product made when the customer completes the order form and submits it on the Supplier's sites.

The service: The Service includes but is not limited to bronze account, silver account, gold account. Static IP dialup, networked dialup, extra pop boxes, extra bandwidth, DNS change, Tag changes. ETRN account, leased lines, ADSL, DSL and server co-location.

The Content: Information and data posted to the customer's website (including but not limited to, information, data, text, software, music, sound, photographs, graphics, video, messages or other materials) whether publicly posted or privately transmitted,

B: Description of service:

The Service includes but is not limited to bronze account, silver account, gold account, Static IP dialup, networked dialup, extra pop boxes, extra bandwidth, DNS change, Tag changes. ETRN account, leased lines, ADSL, DSL and server co-location.

C: General conduct:

The Internet is a complex network of networks, which will only function correctly thanks to common sense and generally accepted standards.

The Customer agrees to the following clauses and code of conduct.

1. The customer will receive a username and password to access the service when the Customer places an order. It is the customer's responsibility to keep the username and password safe.
2. The Customer must not use the Internet connection for any illegal purposes.

On our Network, Pornography, Politics, Spamming and usage of MP3 are not allowed and will be sanctioned.
3. The Customer must not send packets onto the Internet which have forged addresses or which are deliberately constructed so as to adversely affect remote machines.
4. The customer's machine or network must not be configured in such a way that others can exploit it to disrupt the Internet.
5. The customer ensure that the Customer does not further the sending of unsolicited bulk email or any other form of email "abuse". This applies to both material which originates on the customer's system and also third party material which passes through it.
6. The Supplier is not liable for any problem (including but not limited to legal actions) or action taken due to the violation of the above clauses.
7. Any decision the Supplier makes in relation to its services will be final on all matters.

D: Acceptance of terms:

- a) Termination of accounts must be in writing. See termination clause for more details.
- b) The Supplier will not refund the service.

c) The customer agrees to remain entirely liable for all activities conducted through the customer's account. The customer may permit a member of their immediate household to use the customer's account subject to the account holder's supervision and with assumption of all resulting liabilities.

d) The customer agrees to not attempt to gain unauthorised access to or tamper with any part of the Supplier's network or accounts on the Supplier's network, as well as other networks or accounts on other networks.

e) The customer agrees to not use The Supplier's network for the purpose of harassing or threatening other people.

f) The customer agrees to not consume excessive network resources, including but not limited to, disk space, RAM, or processor time.

g) The customer agrees that The Supplier reserves the right to prevent other Internet users from accessing its network, either in part or in whole, for any reason

If any provision of these Terms and Conditions are held by a court of competent jurisdiction to be contrary to law, the remaining provisions of these Terms and Conditions will remain in full force and effect.

E: Customer Responsibility:

The Customer is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery. The Customer is responsible for securing their username/password. The Customer assumes responsibility for all material on their site that may be put on by a third party (such as the usage of Free For All links pages). Use of the Supplier's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the web space by the Customer. The following examples are offered: Web Publishing: requires knowledge of HTML, properly locating and linking documents, FTPing Web contents, Graphics, text, sound, image mapping, etc. FrontPage web publishing: knowledge of the FrontPage tools as well as Telnet and FTP understanding and capability. CGI-Scripts: requires knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc. Mail: a use of mail Customers to receive and send mail, etc. The Customer agrees that he or she has the necessary knowledge to create and maintain their web space. Client agrees that it is not the responsibility of the Supplier to provide this knowledge or support outside matter specific to the Supplier's servers.

F: Backups:

Full backups are made weekly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only. It is the Customers' responsibility to maintain local copies of their web content and information. If data loss occurs due to negligence of Customer in securing their account or by an action of the Customer, the Supplier will attempt to recover the data from the most recent archive for a £50.00 fee. A backup of the server is done every 24 hours however the Customer must have and keep updated a backup of his website or any other material posted uploaded or transmitted on the network.

The Supplier can not be held responsible for the loss of the Customer's website

G: Content:

The customer understands that The Supplier will not be held responsible for any Content (including but not limited to, information, data, text, software, music, sound, photographs, graphics, video, messages or other materials) whether publicly posted or privately transmitted.

The Content as described above is the sole responsibility of the person from which such Content originated. This means that the Customer, not the Supplier is entirely responsible for all Content that the customer uploads, posts, emails or otherwise transmits via the Service.

H: Termination:

a) Either the Customer or the Supplier may terminate service at any time. The Customer's only right and sole remedy with respect to any dissatisfaction with any of the Supplier's policies or practices, fees, billing methods, etc. is terminating service. The Customer may terminate service in writing sent by post or by email to support@hotlinks.uk (the written notice must include name of the Customer, domain name and service concerned as well as username and password. Such notice of termination be delivered and acknowledged as received by the Supplier, termination will be effective within 48 hours. In the event that the customer's account is terminated or cancelled, NO REFUND OF ANY FEES, including the monthly service fee, will be granted and/or credited to Client's account(s).

b) THE PURCHASE OF ANY OF THE SUPPLIER'S SERVICES BY THE CUSTOMER IS MADE AFTER CLIENT ACCEPTS THE TERMS SET FORTH HEREIN BY ENTERING THEIR DETAILS AND SUBMITTING THEIR ORDER FORM OR ORDERING OVER THE PHONE IN CASE OF EXISTING CUSTOMERS. THIS AGREEMENT SHALL BE GOVERNED BY ENGLISH LAW AND ANY DISAGREEMENTS BETWEEN THE CUSTOMER AND THE SUPPLIER WILL BE RESOLVED IN THE ENGLISH JURISDICTION. This Agreement represents the complete, final, and integrated agreement between The Supplier and the Customer concerning the customer's purchase of the supplier's service.

The supplier reserves the right to change the Acceptable Use Policy without prior notice or warning. Non-enforcement of any part of the Acceptable Use Policy does not constitute consent.

I: Indemnity:

a. Limitation of Liability.

The Supplier shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from The Supplier's servers going off-line or being unavailable for any reason. Further, The Supplier shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of The Supplier's servers. All damages shall be limited to the immediate termination of service.

The Supplier, its employees and affiliates shall not be liable to the Customer or any other person under any legal theory, tort, contract or otherwise for any indirect, special, incidental or consequential damages of any character including without limitation damages for loss of goodwill, work stoppage, computer or web site failure or malfunction, or any other commercial damages or losses related to any products or services Client's URL promotes, sells, or endorses.

The Supplier shall be the sole arbiter of what is and is not a violation of these acceptable use policies. The Supplier reserves the right to terminate an account at any time and for any reason that causes harm to any of the supplier's customer's web sites and its own ones. The Supplier reserves the right to delete all content and files upon termination. The Supplier reserves the right to withhold any pre-paid funds for any site removed for violations of these policies. The Supplier reserves the right to refuse, cancel, or suspend service at our sole discretion.

J: Resale Policy:

The customer will only benefit of the reseller's prices at the Supplier's discretion upon written request from the Customer. To benefit from the reseller's prices, the Customer must have ordered a number of services from the Supplier and records have to show that payments were made up to date. The number of services ordered to qualify as a reseller is decided at

the Supplier's discretion. The supplier reserves the right to terminate to reseller's scheme at any time without any reason.

K: Modifications to the service:

The Service can be upgraded subject to additional charges. The upgrade or modification has to be requested in writing by email to support@hotlinks.uk

The request must include the Customer's name and the Service that needs to be upgraded and precisely what the Customer want to upgrade and all the details required.

It is advised that the Customer calls the technical support team on 44(0)207 127 9800 to find out exactly what they need and how much they will be invoiced for.

The Service is payable in advance.

It is the Customer's responsibility to check that the Customer is ordering the right service.

The Service will not be refunded.

2.2 Disclaimer:

A) DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DOMAINMASTER LIMITED TRADING UNDER HOTLINKS INTERNET SERVICES AND THE REGISTRY EXPRESSLY DISCLAIMS 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.
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- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE 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 ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DOMAINMASTER LIMITED TRADING AS HOTLINKS INTERNET SERVICES OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

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C) EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS A B OR C MAY NOT APPLY TO YOU.

2.3 General Info

A: Interpretation:

These Terms and Conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of Hotlinks network constitutes acceptance of these Terms and Conditions. The Supplier may modify these Terms and Conditions at any time. Continued use of The Supplier's network following such modifications constitutes acceptance of these Terms and Conditions, as modified.

B: Violation:

Any decision The Supplier makes in relation to its services will be final on all matters.