

# General Terms and Conditions

By creating a Netcetera Account, or by the continued use of our Services, you have accepted the following terms and conditions (together the "Conditions") which set out the terms under which Netcetera Limited ("We", "Us" or "Our") will provide the Services to You:

## 1. DEFINITIONS

1. The definitions and rules of interpretation in this condition apply in the Conditions:

1. "Account Details" means the details that You give to Us when You create an account with Us.
2. "Chargeback" means a situation where We have initially received payment from You, but that payment has been subsequently rejected by You or Your credit or debit card issuer and the payment sums are returned to You.
3. "Communications Regulator" means a government regulator responsible for Phone Numbers and/or Voice Service provision.
4. "Consumer" You are a consumer if You are an individual not: (a) using or planning to use Our Services as part of a business trade or profession; (b) purchasing a Domain Name during a "Sunrise" or "Landrush" period as defined in the Domain Name Conditions for the Domain Name Registry (c) at Our sole discretion, purchasing our Services for financial or commercial gain, including, without limitation, for the sole purpose of placing advertisements on the Domain Name. You shall not be treated as a consumer under the contract if You have purchased or are the registered holder of 5 or more Domain Names or Phone Numbers.

5. "Contract" means the contract between You and Us formed by Your acceptance of the Conditions by ticking into the box next to the text "I confirm that I have read and agree to the Terms and Conditions" and pressing the "Continue" button during the process by which You create an account with Us.
6. "Dashboard" means the Dashboard provided by Us in the "My Dashboard" area at <https://www.netcetera.co.uk> that allows You to manage your Services.
7. "Domain Name" means an Internet top level domain name capable of registration through Us.
8. "Fees" means Our fees as set out at: <https://www.netcetera.co.uk>.
9. "Geographic Phone Numbers" means any phone number that is not a Premium Phone Number and available for sale at <https://www.netcetera.co.uk> under the heading of Geographic Phone Number for a Fee or for inclusion in your monthly plan with Us.
10. "Initial Period" means the initial period we will provide your Service for.
11. "Intellectual Property Rights" means all patents, copyright and related rights, trademarks, service marks, moral rights, rights in confidential information and any other intellectual property rights in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world.
12. "Non-Geographic Phone Numbers" means any phone number that is not a Premium Phone Number and available for sale at <https://www.netcetera.co.uk> under the heading of Non-Geographic Phone Number for a Fee or for inclusion in your monthly plan with Us.
13. "Phone Numbers" means Geographic Phone Numbers, Non-Geographic Phone Numbers and Premium Phone Numbers provisioned and accessible on the public telephone network.

14. "Premium Phone Numbers" means any phone number selected and purchased from our phone number search and itemized on our sales invoices as "Premium Number"
15. "Privacy Service" means a Requested Domain's ownership is temporarily changed to a holding company as stated in our Domain Privacy Service Terms & Conditions
16. "Registry" means the organisation which operates the zone file converting Domain Names to Internet protocol addresses for a top level Domain Name.
17. "Renewal" means the renewal of the Services we provide to you for the period specified in Your Dashboard or otherwise at <https://www.netcetera.co.uk>.
18. "Renewal Fee" means Our fees as set out in the renewal price list which can be found at: <https://www.netcetera.co.uk>.
19. "Requested Domain" means the Domain Name You ask Us to register.
20. "Sales Tax" means a consumption tax charged at the point of purchase for goods and services.
21. "Services" means the services set out in clause 2.1 as amended from time to time.
22. "Whois" means a domain name search tool for an Internet top level domain name registry database.
23. "You" or "Your" means the person or business entity who is entering into this Contract with Us and who the Services will be provided to.
24. "Voice Service" means the provision of a platform to allow audio conversations across a public or private data connection.
2. Headings in these conditions shall not affect their interpretation.
3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
4. Words in the singular include the plural and in the plural include the singular.

5. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
6. Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

## 2. PROVISION OF SERVICES

1. We will provide to You the following Services in accordance with the Conditions:
2. The Services shall include (but shall not be limited to):
  1. purchase of Geographic Phone Numbers, Non-Geographic Phone Numbers and Premium Phone Number
  2. provision of Voice Services
  3. registering the Requested Domain;
  4. processing the Renewal;
  5. managing the information maintained in the Whois in relation to the Requested Domain;
  6. providing a Dashboard to allow You to manage the Requested Domain, Geographic Phone Numbers, Non-Geographic Phone Numbers and Premium Phone Number
  7. providing telephone and e-mail support for the Services between the times displayed at: <https://www.netcetera.co.uk/support/> at Our sole discretion;
  8. providing the Privacy Service (where applicable); and
  9. providing relevant software, hardware and infrastructure maintenance and upgrades at Our sole discretion and without a requirement on Us to give notice to You of such maintenance or upgrades.
  10. Without prejudice to Our other rights and remedies, We may at Our sole discretion suspend the provision of the whole or any part of the

Services (temporarily or permanently) and will have no liability to provide the Services on the occurrence of any of the following events:

1. an event of Force Majeure as set out in clause 9.3.1;
2. upgrade or maintenance of Our or the Requested Domain Registry's IT systems, but We will restore the provision of the affected Services as soon as reasonably practicable following the suspension;
3. the issue by any court of competent jurisdiction or other competent authority (including, but without limitation, a person appointed under a Dispute Resolution Policy for the determination of a dispute) of an order which is binding on Us which has the effect of suspending Our Services; or
4. if You fail to pay any Fees or any other sums owing by You to Us when they fall due.

11. To the fullest extent permitted by law and save as provided elsewhere in the Conditions, the Services are provided by Us on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind is given that the Services will be provided on an uninterrupted, timely, secure or error-free basis.

### 3. YOUR OBLIGATIONS

#### 1. You shall:

1. notify Us immediately if You know or have reason to suspect that there has been any unauthorised use of the Services;
2. notify Us immediately if You know or have reason to suspect that there is or may be any court proceedings or other proceedings (including but without limitation any complaint, proceedings or similar) which involve the Services we provide you with;
3. ensure that We have Your correct name, postal address, phone, fax and email information and credit and/or debit card details at all times;
4. provide identification, documentary evidence and information that We reasonably require in order to be able to carry out the Services and

You agree that We may keep copies of any identification and documentary evidence on Our files for the purposes of providing and maintaining the Services;

5. notify Us of the authorised representatives whose instructions We may accept on Your behalf;
  6. not use or suffer the Services to be used for any unlawful purpose or for the publication of, linking to, issue or display of, any unlawful material including any software which is pirated or which breaches any Intellectual Property Rights or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, defamatory or which breaches the rights including Intellectual Property Rights of any third party or which is or encourages criminal acts or contains any virus, worm, trojan horse or other harmful code whether under Manx law or regulations, the laws or regulations of Your country or of any other location where the results of such purpose or the material in question can be accessed;
  7. not use or suffer the Services to be allowed to be used in breach of generally accepted standards and codes of practice for the use of the Internet, including but not limited to the sending of unsolicited e-mails, "mail bombing" or the impersonation of another person whether living or dead; and
  8. not use the services of any third party for the purposes, in breach of generally accepted standards and codes of practice for the use of the Internet, including but not limited to: the sending of unsolicited e-mails, "mail bombing", the impersonation of another person whether living or dead, or the publication of, linking to, issue or display of any material that refers to Us or any of Our products or services without Our prior written consent.
2. You agree and acknowledge that:
1. We are under no obligation to register or continue to provide our Services to you;

2. We have made no representations or warranties to You as to the availability of our Services
3. in the event of a Chargeback by Your credit card company or other credit institution We shall have the immediate right at Our sole discretion to take ownership of and suspend provision of the Services. Where We exercise Our right under this clause 3.2.3, the Services will be reinstated upon payment by You to Us of any outstanding Fees and a Chargeback administration fee of 75.00 GBP.
4. the provision of our Services shall only be provided to You on the strict basis that the You consent to the processing of Your data as stated in Our Privacy Policy.

#### 4. WARRANTIES

1. By entering into this Contract You warrant that:
  1. all the identity, contact and credit and/or debit card information supplied to Us by You in accordance with provision of Our Services is correct, current and complete;
  2. all passwords or any other identifiers that You use in connection with the Services will at all times be kept confidential, used properly and will not be disclosed to any unauthorised person;
  3. any activity carried out in connection with the Services which requires the use of passwords or other identifiers will be carried out by You or someone authorised to act on Your behalf;
  4. You accept full liability for all actions done, charges incurred and losses suffered by You for any activity carried out in connection with the Services which requires the use of Your passwords or other identifiers, whether carried out with Your authorisation or not;
  5. You have all necessary permissions, licenses and consents to use the Services and that You will not infringe any Intellectual Property Rights of any other person or entity;

6. You will obtain all necessary permissions, licenses and consents that may be or are required from time to time to enable Us to provide You with Services;
7. You will not use the Services or allow them to be used for the publication, web forwarding, linking to, issue of or display of any material which in Our absolute discretion may harm Us, Our reputation or otherwise bring Us into disrepute.

## 5. INDEMNITY

1. You will fully indemnify and keep Us and Our officers, partners, employees and agents fully indemnified against all liabilities, costs, claims, expenses, demands, damages, penalties and losses (including professional costs and expenses) whether directly or indirectly suffered or incurred by Us arising out of or connected with:
  1. Your breach of the Contract; or
  2. Your breach of any warranty given in clause 4; or
  3. any use or misuse of the Services as a result of or attributable to Your actions.

## 6. FEES AND PAYMENT

1. Any sums payable by You to Us under this Contract are exclusive of VAT or any other Sales Tax and shall be made in the currency stated at <https://www.netcetera.co.uk>.
2. All sums payable to Us under this Contract shall be paid in full without any deduction set-off or withholding other than as required by law. You shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part.
3. We are under no obligation to commence the Services, unless and until We have received the required Fees and any other sums outstanding from You to Us.
4. We may at Our discretion retain ownership of the Services until all Fees and sums owed to Us by You have been received in full and cleared funds.



5. Where You authorise the payment of any Fees by credit and/or debit card, We may deduct other amounts becoming payable under this Contract under that credit and/or debit card without obtaining additional or further authorisation from You.
6. Where You have registered more than one credit and/or debit card with Us, We will take the Fees in the order of preference You designate to them in Your Dashboard.
7. Subject to clause 8.5 We will not provide credit notes or refunds.
8. For the avoidance of doubt and subject to clause 8.5, once a request for a Service has been placed, You do not have the right to cancel such request.

## 7. LIABILITY

1. Nothing in this Contract excludes or limits Our liability for death or personal injury caused by Our negligence or any damage or liability incurred by You as a result of fraud or fraudulent misrepresentation by Us.
2. We will not be liable to You in contract, tort or otherwise, including negligence for any direct or indirect immediate or consequential loss, damage, costs, expenses or other claims arising out of or in connection with this Contract for:
  1. loss of profit;
  2. loss of business, contracts or revenue;
  3. loss of expected savings or goodwill;
  4. loss of initial registration or use, or both (for whatever reason) of the Services.
3. Subject to clause 7.1 Our total liability to You, whether under these Conditions or otherwise, including liability for negligence, shall be no more than 5,000 GBP.
4. All conditions, warranties or other terms which might have effect between You and Us or be implied or incorporated into this Contract whether by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law, including without limitation any implied conditions or warranties.

## 8. TERMINATION

1. We will provide the Services to You for the Initial Period and will continue to provide them beyond the Initial Period, subject to termination in accordance with this clause 8.
2. Following the Initial Period either party may terminate the Contract by giving 30 days written notice to the other.
3. Without prejudice to any other rights or remedies which We may have, We may terminate the Contract without liability to You immediately on giving notice to You if You fail to pay Us any sum due under the Contract on the due date for payment and You remain in default not less than seven days after being notified in writing to make such payment.
4. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
  1. the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
  2. the other party (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or has no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
  3. the other party has a receiver, manager, administrator or administrative receiver appointed over its assets or income, has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or an administration order; or
  4. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
5. Subject to clause 8.6, if You are a Consumer You have the right to cancel the Contract by notice to Us in writing within 7 days and receive a full refund at no additional cost from either; the date the Contract is formed, or the date that

You receive confirmation from Us that the Contract is formed, whichever is the later.

6. You will no longer have the right to cancel the Contract set out in clause 8.5 once We have commenced the Services with Your consent.
7. Due to the real time nature of Our Services, where following termination We are unable to cancel any Services, We may make a minimum charge to You to cover costs incurred by Us for the provision of these Services.
8. On termination of the Contract for any reason You agree that:
  1. We shall have the right at Our sole discretion to immediately delete Your account with Us;
  2. Your entitlement to use any of Our Services will immediately cease;
  3. Any and all of Your accrued and future rights, including rights in any accrued and future goodwill, in the Services shall immediately cease; and
  4. You shall have not have any title to or any licence to the whole or any part of the Service and full ownership and title in shall immediately revert to Us.

## 9. GENERAL

### 1. Confidential Information

1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.1.2.
2. Each party may disclose the other party's confidential information:
  1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9.1.2.1; and

2. as may be required by law, court order, Dispute Resolution Policy or any governmental or regulatory authority.
3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.

## 2. Intellectual Property

1. You acknowledge and agree that You will not own or acquire ownership of any Intellectual Property Rights in or relating to the Services other than those rights expressly granted by this Contract.

## 3. Force Majeure

1. Neither party shall have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that party (a "Force Majeure"). The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and of when they expect the circumstances to cease to do so. If such circumstances continue for a continuous period of more than 90 days, either party may terminate this Contract by written notice to the other party.

## 4. Data Protection

1. Any personal data that We obtain from You during the provision of the Services will be held by Us in accordance with Our Privacy Policy.
2. Without prejudice to Clause 9.4.1 You acknowledge and agree:
  1. that any personal data that You provide to Us for the purposes of providing our Services will be provided to the Registry, Communications Provider or such other regulatory or government authority as is required in order to provide your Services;
  2. that details of Your name, address and payment record may be submitted to a credit reference agency for the purposes of checking your credit worthiness.

## 5. Amendments

1. We have the right to amend this Contract at any time by giving You Notice (as defined below in clause 9.10). Any such Notice shall not take effect for 28 days. After the 28 day notice period has elapsed any amendments specified in the Notice shall take immediate effect.
2. You may request an amendment to this Contract by giving Us Notice in accordance with clause 9.10.3.
3. We reserve the right not to agree or incorporate into these terms and conditions any amendments that You may propose pursuant to clause 9.5.2.

## 6. Assignment

1. You may not, without Our prior written consent (such consent not to be unreasonably withheld), assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with this Contract or any of the rights and obligations under or arising out of this Contract (or any document referred to in it), or purport to do any of the same. You may not subcontract or delegate in any manner any or all of Your obligations under this Contract to any third party or agent.
2. We may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of Our obligations or any benefit arising under or out of this Contract.

## 7. Entire Agreement

1. This Contract contains the whole agreement between the parties in respect of the subject matter of this Contract and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract.

## 8. Waiver

1. No failure or delay by Us in exercising any right, power or privilege under this Contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by law.

#### 9. Severance

1. If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract.

#### 10. Notices

1. Any notice required to be given by Us under this Contract or otherwise, shall be emailed to You at the email address as given to Us by You in accordance with this Contract.
2. Any notice given in accordance with clause 9.10.1 shall be deemed to have been duly received:
  1. if sent by e-mail, when read; or
  2. if posted to Your Dashboard, 14 days after such posting,
3. whereafter any provisions contained in such notice shall be deemed to take effect immediately save for the provisions of clause 9.5.1.
4. Any notice required to be given by You under this Contract, shall be in writing, signed by a duly authorised representative and shall be sent by pre-paid first-class post or recorded delivery or by commercial courier, to the other party at its address as set out below:
  1. The Managing Director, Netcetera Limited, The Dataport, Ballasalla, Isle of Man, IM92AP.

5. or as otherwise notified by Us in accordance with the provisions of this clause 9.10.
6. Any notice given in accordance with clause 9.10.3 shall be deemed to have been duly received if sent by pre-paid first-class post or recorded delivery, at on the two days after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

#### 11. Third parties

1. Save for those rights given to third parties in the Domain Name Conditions, for the purposes of the Contracts (Rights of Third parties) Act 1999 and notwithstanding any other provision of this Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

#### 12. Law and jurisdiction

1. Save as provided in the Domain Name Conditions, this Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of the Isle of Man.
2. The parties irrevocably agree that the courts of the Isle of Man shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Contract or its subject matter.