

# SOHO UK

## Terms & Conditions

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### 1 Definitions;

- 1.1 Where the context admits:
- 1.2 "The Agent" includes Soho UK, of 1133 Broadway, Suite 706, New York NY 10010, United States, or any party acting on Soho UK's implicit instructions.
- 1.3 "The Registrant" includes the person applying for the domain name or any party acting on the Registrant's authorised instructions.
- 1.4 "The Registry" includes the relevant domain name Registry.

### 2 The Agent agrees as follows:

- 2.1 To consider applications received for a domain name registration &/or web hosting from the Registrant.
- 2.2 To accept or reject the application for a domain name registration & web hosting subject to the rules and regulations of the relevant Registry who administer name applications under that domain & under the laws of the United Kingdom.
- 2.3 If the application is accepted by the Agent on receipt of the full fees the Agent will register the relevant details with the Registry to effect a full domain name registration.
- 2.4 Once the Domain Name and the Registrant's details have been entered in the Register of Domain Names as a full registration no refund of fees will be payable by the Agent.
- 2.5 The Agent is entitled to register domain names on a first come, first served basis, whether or not it has received payment for their registration.
- 2.6 Until the agent has confirmed the registration, there is no guarantee that the domain name applied for will be entered in the Register as such. The Registrant is advised not to take any action in respect of the registration of a domain name before it becomes a full registration.
- 2.7 The Agent will supply DNS service to host the domain name either on servers owned and operated by the Agent or on other third party owned and operated servers.
- 2.8 The Agent accepts no responsibility for the use of any domain name on the register of domain names and in particular for any conflict with trademarks, registered or unregistered, or with rights to names in other contexts.
- 2.9 The Agent will use its reasonable endeavours to ensure that the appropriate details of the Registrant's registration are correctly entered and maintained in the register of domain names. In no circumstances will the Agent be liable for any loss of profit, business suffered by the Registrant.
- 2.10 The Agents liability to the Registrant under the contract or otherwise for proved liability for negligence is limited to 125% of the registration fees paid in respect of a particular period of registration or web hosting.

- 2.11 All registrations remain the property of the Agent until payment has been made in full. The Agent reserves the right to withhold DNS service until all monies owed by the applicant have been received.
- 2.12 The Agent will not register domain names considered by the Agent and at the Agent's sole discretion to be of an explicit sexual or indecent or racist nature.

### **3 The Registrant agrees as follows:**

- 3.1 The Registrant warrants to the Agent that neither the registration of the Domain Name nor the manner in which the Domain Name is directly or indirectly used infringes the legal rights of a third party.
- 3.2 The Registrant warrants to the Agent that the details submitted by the Registrant to the Agent are true and correct, and that future additions or alterations to those details will be true and correct.
- 3.3 The Registrant indemnifies the Agent against any claim that the registration of the Domain Name or the manner in which the Domain Name is directly or indirectly used infringes the legal rights of any third party and indemnifies the Agent against the reasonable costs and expenses, however they may arise, incurred in defending or dealing with such a claim.
- 3.4 The Registrant indemnifies the Agent against any claim that the contents, information, data, images, sounds or multimedia, of the web site hosted by the Agent, directly or indirectly infringes the legal rights of any third party and indemnifies the Agent against the reasonable costs and expenses; however they may arise, incurred in defending or dealing with such a claim.
- 3.5 The Registrant agrees to place only legal & legally acquired content, information, data & images on the Registrant's web site hosted by the Agent, and agrees to remove any material when requested by the Agent where in the Agent's considered opinion the publication on that site of such material may constitute an illegal or libellous act.
- 3.6 The Registrant accepts that the Registry records of the domain name applied for will show some of the details supplied by the Registrant in respect of this domain name application. The Registry may allow other organisations and members of the public to access the data for the purpose of obtaining information about the registration of the Domain Name. The actual detail made available by the Registry to a third party is at the discretion of the Registry and no liability for how this information is made use of by a third party is accepted by the Agent.

### **4 Cancellation of Registration of a Domain Name &/or Web Hosting:**

- 4.1 Cancellation of any domain name registration or web hosting requested by the registrant after the registrants' card has been debited, or the requested domain name has been registered, whichever comes first.
- 4.2 No charge for cancellation will be made if the registrant cancels the order prior to registration or card debit, whichever comes first.

### **5 Period of Registration of a Domain Name:**

- 5.1 The initial registration period is two years for all domain names ending in .co.uk, .me.uk, .org.uk, .ltd.uk and .plc.uk from the date of the application for registration.

- 5.2 The initial registration period for all other domains is one year.
- 5.3 Thereafter, the registration may be renewed indefinitely for further periods of one or more years, on payment of the renewal fees applicable at the time of renewal and as shown on the Agents web site.
- 5.4 All transfers and renewals will be made on the Agents Terms & Conditions & Prices current at the time of the transfer or renewal.
- 5.5 Web hosting may be cancelled up to one month after the application date. In such cases the customer is given an immediate credit of the full payment on his or her credit card, without question or unnecessary delay on the part of Soho UK.
- 5.6 All domain names which have hosting account accounts must resolve to Soho UKs servers.
- 5.7 If you change or modify your name servers addresses or zone files causing your domain name not resolve to our servers it will be assumed by Soho UK that you no longer require your hosting and the account will be closed.
- 5.8 All domain sales are final and there is no grace period for incorrectly registered names. This clause is governed by an ICANN resolution in March 2009.

## **6 Release of a Domain Name to another Agent:**

- 6.1 Soho UK makes no charge for releasing a registered domain name into the administration of another agent.

## **7 Anti-Spam Policies:**

- 7.1 The Agent reserves the right to terminate without notice the contract with any Registrant who commits spam or sends spam (otherwise known as "Unsolicited Commercial Email") or who uses the Agents' servers for spam or bulk emailing.
- 7.2 DO NOT ever to attempt to send or provide receipt email addresses and/or web sites for unsolicited commercial emails or pornography using any of our servers. Your services will be terminated immediately, and we will not enter into discussion regarding terminated spammers accounts.
- 7.3 Any termination will be at the discretion of the Agent.

## **8 Period of Web Hosting:**

- 8.1 The initial period for web hosting & other related services, is one month from the date of the application for those services. Thereafter, the services may be renewed indefinitely for further periods of one month or more, on payment of the renewal fees applicable at the time of renewal and as shown on the Agents web site.
- 8.2 All renewals will be made on the Agents Terms & Conditions & Prices current at the time of the renewal.

## **9 Adult and Warez Hosting:**

- 9.1 We won't allow our customers to run adult or warez sites, because it jeopardises the quality of our other customers accounts.
- 9.2 Adult Material

**9.2.1 Includes all pornography, erotic images, or otherwise lewd or obscene content.**

**9.2.2 The designation of "adult material" is left entirely to the discretion of Soho UK.**

9.3 Warez

**9.3.1 Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above.**

**9.3.2 Also includes any sites which provide "links to" or "how to" information about such material.**

10 Use of our Servers:

10.1 Web sites and shell accounts are to be used by the primary owner only.

10.2 Customers running CGI or other scripts that use up an unreasonable amount of CPU, memory, or load average will be immediately suspended.

10.3 No customer may use more than 15% of system resources at any give time.

10.4 Customers are not permitted to resell, store, or give away web hosting services off of their web site to other parties.

10.5 Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

10.6 More than 90% of files stored by our servers must be linked to web pages.

10.7 Web sites that are found to contain either no html-encoded documents or a large number of unlinked files are subject to possible, suspension, or cancellation at the discretion of Soho UK.

10.8 Any customer who violates Soho UK Policies in abusing either space/site transfer will be notified and given 2 days to remedy the problem. If the problem is not resolved within the allotted period, the client will be billed for the overages.

10.9 To maintain the integrity of our shared hosting service the following limitations apply: Sites may not store banners, graphics or CGI scripts running from their account for use on other domains either on or off Soho UK systems.

11 Commercial Advertisements with E-mail - Spamming:

11.1 Unsolicited commercial advertisements are not allowed in e-mail, and will likely result in account suspension or cancellation.

11.2 Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation.

11.3 See the newsgroup or mailing lists charter for whether advertising is allowed or not.

11.4 Spamming, or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.

## **12 Cancellation:**

- 12.1 Soho UK reserves the right to cancel service at any time.
- 12.2 Soho UK can not be held responsible for any lost data, revenue, or business from this act.
- 12.3 If cancellation is caused by customers' violation of these policies, then no refund is due.
- 12.4 Customers can cancel service any time but no refund is due.
- 12.5 Informing Soho UK to cancel service, either by phone, email, fax, or an alternative method, does not constitute an actual cancellation of services.
- 12.6 When customers cancel their account with Soho UK, the account will be deleted immediately. It is therefore advised that the customer makes copies of all files needed, since once the account is deleted there is no way to retrieve them.
- 12.7 If a customer cancels their account before the next billing period, Soho UK can not be held responsible for monies owed.

## **13 Payment policies:**

- 13.1 All accounts are set up on a prepay basis.
- 13.2 Although Soho UK reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment.
- 13.3 Payment is due on each anniversary year or month following the date the account was established.
- 13.4 Clients will automatically be invoiced again at the end of their prepay period unless notification has been given and acknowledgement received by the customer.
- 13.5 If, when debiting a payment the card number is declined Soho UK will immediately suspend the chargeable services supplied until the outstanding charge is processed successfully.
- 13.6 Soho UK also reserves the right to suspend other services until the outstanding debt is cleared.
- 13.7 The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a cancellation request.
- 13.8 No invoices will be sent by surface or regular mail.
- 13.9 All invoices will be sent directly to customers via email shortly after the online purchase has been made. At this point the customer's card will be charged automatically.
- 13.10 All payment is in UKP, Euros or US Dollars depending on locality.

## **14 Non-payment, Late Payment And/Or Insufficient Funds, Reactivation**

- 14.1 Your account will be suspended and then deactivated if payment is not received by the due invoice date.
- 14.2 If payment was returned for insufficient funds, or credit card declined 5 days after the payment due date "Past due" meaning payment has not been received before the due date shown on our invoice.
- 14.3 Payments that are past due are subject to a £10.00 late charge.
- 14.4 If a payment is returned for insufficient funds, you will be responsible for any bank charges.

- 14.5 Accounts that have been deactivated may be subject to a new set-up fee upon reactivation including ALL hosting plans in the amount of £25.00 prior to reactivating.
- 14.6 If account was terminated due to policy violations, we will not reactivate the account, or refund.

## **15 PAYMENT OPTIONS**

- 15.1 In order to keep our costs down, Soho UK runs a limited number of payment options.
- 15.2 Credit / Debit Cards: Soho UK accepts Visa, MasterCard, Switch and Solo. Please note that some cards may be declined by the issuing bank even if they are part of the member's alliance. These are often Visa Charge cards (such as Electron in the UK).

## **16 Agreement**

- 16.1 It is hereby agreed by all parties that:
- 16.2 These terms and conditions constitute the entire agreement between the Agent and the Registrant.
- 16.3 All domain names ordered by the Registrant by either electronic or written means are only accepted by the Agent under the terms of this agreement.
- 16.4 This contract may be assigned by the Agent.
- 16.5 The Agent may change the terms and conditions of the contract on renewal or transfer of the registration of the Domain Name &/or web hosting.
- 16.6 The Agent may not be held liable for the contents, information, data, images, sounds or multimedia, placed on a web site hosted by the Agent. The above does not affect your rights & obligations under the consumer protection laws currently in force.
- 16.7 Soho UK reserve the right to refuse, cancel, or suspend service at our sole discretion.