

Summary of Softabacus Domain Name Registration Charges

Domain Name Registration (2 Years minimum)	£25
Domain Name Renewal Fee*	£25
Domain Name Re-instate Fee	£25
Cancellations	£0
Transferring from Softabacus	£0
Transferring to Softabacus	£0

* Softabacus will send you notification via email 30 days before your domain expire.

This Service Agreement ("Agreement") sets forth the terms and conditions of our agreement relating to your use of the domain name registration services provided by Softabacus 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 Softabacus 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 Softabacus.

Softabacus 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.

General Terms and conditions

These General Terms & Conditions and the Service Specific Terms & Conditions, and any information relating to the Service/Package purchased from Softabacus forms the Agreement between Us. If any of these General Terms & Conditions are inconsistent with any terms set out in Softabacus Service specific terms & conditions, the Service specific terms & conditions shall prevail.

By signing up for the Services You warrant that You are at least 18 years old, and legally capable of entering into a binding contract; or acting with the express permission and using the payment details of a person or organization who in turn is agreeing to be bound by the terms of this Agreement.

1. Definitions

1.1 "Agreement" means any agreement to which these terms & conditions are incorporated.

1.2 "Softabacus" means Softabacus (UK) Ltd, Softabacus Online Ltd and any associated group companies with registered office at Abacus House, Flowers Hill, Brislington, Bristol, BS4 5JJ company number 05545783.

1.3 "Package" means a collection of Services.

1.4 "Prices" means the Prices for the Services set out in order form or as otherwise notified to You.

1.5 "Services" means the Services to be provided by Softabacus.

1.6 "You/Your" means the person or company who purchases Services from Softabacus.

2. Duration and Renewal of Services

2.1 Services for which payment is required on a monthly basis are available for fixed 12 month, 24 month minimum contract periods. Unless specifically stated to the contrary in the details of the Service and/or Package You purchase, the minimum contract term on all Packages shall be 12 months.

3. Cancellations

3.1 When entering into a contract as a consumer (not in the course of conducting business) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013 ("the regulations) allow you to cancel the Contract at any time within 14 days, beginning on the day after you receive written confirmation of our acceptance of your order. However, by placing your order for the Services, you agree to us commencing supply of those Services before the 14 days cooling off period has expired. As a result, you will not have the right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013.

3.2 For the avoidance of doubt, any use of the Services and/or any Package in the course of conducting business shall give rise to you being a non-consumer and the provisions of this Agreement affecting the statutory consumer protection you would otherwise be afforded as a consumer shall not apply.

3.3 Unless specifically stated to the contrary in the details of the Service and/or Package You purchase, or agreed by Softabacus in writing prior to purchase, Services are not available on a trial basis. It is Your responsibility to ensure that the Services you purchase are suitable for your technical requirements.

3.4 You are entitled to cancel the services by contacting Softabacus' cancellation team no more than 30 days prior to the expiry of your minimum contract term , and no less than one working day prior to the next payment date of that service. Once Softabacus accept your cancellation request you will be provided with written confirmation of cancellation requests will not be deemed to have been received and accepted until we have issued our written confirmation to you.

3.5 Softabacus reserves the right to cancel and/or suspend Your Service at any time without notice if You breach these General Terms & Conditions and/or the Service Specific Terms & Conditions.

4. Refunds

4.1 Charges due on a pre-pay basis (together with account set-up fees, where applicable), are non-refundable.

4.2 In the event that Softabacus cancels Your Service for reasons other than Your breach of contract, You will be entitled to a pro rata refund based upon the remaining period of Your current contract term.

4.3 If You contravene Your Agreement with Softabacus, a refund will not be issued in the event of a cancellation.

4.4 Domain credits are non-refundable as they enable the purchase of domain names at discounted Prices, based on an up-front commitment.

4.5 Credit notes can only be used for payment (or partial payment) of Your Service, and are non-refundable.

4.6 Unused reseller funds on account will only be recoverable when the account is closed.

5. Payment

5.1 All Services and Packages must be paid for in advance in accordance with the specific provisions of that Service or Package. In signing up for a Softabacus account You agree to commit to the contract for the fixed term. It is not possible to provide early payment and terminate the contract prior to the expiry of the fixed term.

5.2 Payment will be due on the basis of the Service and/or Package You have selected. If You have purchased Services on a fixed 12 month or 24 month basis then You will be required to pay on the payment plan You selected, paying in advance.

5.3 You will be invoiced automatically for the next pre-paid period on the basis of your current payment plan at the expiry of the current pre-paid period unless You have cancelled the Services in accordance with clause 3.1. Payment of the Price will be taken via the payment method specified within the control panel and will be non-refundable. In cases of failed payment, the invoice will become due and payable to Softabacus in its entirety.

5.4 Softabacus reserves the right to change the Prices and/or nature of its Services by giving You written notice of those changes. Notice of changes to Prices and/or Services will be given by e-mail to the e-mail address held in Your Softabacus Account. If You have already purchased a particular Service then the change in the Price or nature of that Service will only become effective when the Service reaches the end of its current term. You will be charged the new Price when the Service is automatically renewed at the end of the current term.

5.5 All payments must be made in UK pounds sterling, inclusive of applicable taxes.

5.6 You warrant that You are authorised to make payment using the payment card or facility You disclose to Softabacus. In the event that You are not the named card holder, You acknowledge that You and the party who is the named card holder both accept Softabacus' Terms & Conditions and are jointly and severally liable for the payment of all Prices for which payment will be taken from the payment card. You will indemnify and hold Softabacus harmless in the event that the cardholder or issuer declines any transaction for payments to Softabacus, including all of Softabacus costs in administering Your non-payment and obtaining payment of those Prices due.

5.7 Softabacus reserves the right to suspend all Services until payment is received in full and all outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to a £20 administration charge. You are responsible for all money owed on the account from the time it was established until Softabacus accepts Your cancellation request. You are responsible for any additional costs incurred by Softabacus in the collection of outstanding debt.

5.8 You are required to have a valid email address and credit/debit card, failure to do so will result in automatic suspension of Your account. If You cancel Your credit/debit card for any reason You must immediately notify Softabacus and provide details of a current valid payment card.

5.9 No bills or invoices will be sent by regular mail. All invoices will be sent directly to You via email shortly after the purchase or automated renewal transaction is completed.

5.10 If You fail to pay all Prices due, Softabacus reserves the right to interrupt, suspend or cancel the Services to You. Such interruption, suspension or

cancellation does not relieve You from paying all contractually obligated invoices to Softabacus.

5.11 Please refer to Softabacus Service Specific Terms & Conditions including, but not limited to, the Domain Name terms of Service for Domain Name for specific payment policies.

5.12 Any unused Credit notes on Your Account will be taken in payment of Your Service. Where the value of the unused Credit note is less than the total payment due, the remainder of the balance will be taken from the current payment method on Your account.

6. Chargebacks

6.1 If You withdraw any payments made via a bank, credit card or PayPal account (a "chargeback") Softabacus will either defend such chargebacks directly with the card issuer, or take appropriate steps to recover the original monies from You in addition to an administration fee of £40+VAT for each inappropriate chargeback raised.

6.2 If a chargeback is made, Softabacus reserves the right to immediately interrupt, suspend or cancel all services within your Account. Such interruption, suspension or cancellation does not relieve You from paying all contractually obligated invoices to Softabacus.

7. Appropriate Service use

7.1 Softabacus reserves the right to refuse Service and/or access to its servers and/or Services to anyone.

7.2 Softabacus does not allow any illegal contents to be stored on its servers. Softabacus reserves the right to remove content from the Services or suspend the Services immediately where it reasonably suspects such content.

7.3 Softabacus shall notify You if it becomes aware of any allegation that You breach clause 7.2.

7.4 Refusal of Service based on the content is entirely at the discretion of Softabacus.

7.5 Softabacus reserves the right to move Your data to a different server with no prior notice.

7.6 You shall indemnify Softabacus against all damages, losses and expenses arising as a result of any action or claim that the data, content and/or any other material.

7.7 In the event that Softabacus removes data or content from the Services and/or suspends Your site pursuant to clause 7.2, and later reinstates such content and/or resumes the Services, You shall indemnify Softabacus against all damages, losses and expenses arising as a result of any action or claim that such content and/or data and/or the Services Your site.

8. Scheduled maintenance

8.1 To guarantee optimal performance on the servers, it is necessary for Softabacus to perform routine maintenance. Such maintenance often requires taking Softabacus Services off-line, typically performed during off-peak hours. Softabacus will give You advance notice of maintenance requiring the Services to be taken off-line whenever possible by publishing notice on the Softabacus website.

9. Support

9.1 We will endeavour to provide a continuous high quality service. If You experience problems with Your Service, You should email support@softabacus.com or contact our support team directly on telephone 08712 883368 (Call costs 38p per minute and it may vary depending on your telecom provider).

9.2 Please note we may require suspension of some of Softabacus Services for short scheduled periods to carry out maintenance or repair to Softabacus Services. Information concerning scheduled downtime is available on the Softabacus support website, as are details of any interruptions to Softabacus Services.

10. Reselling of Services

10.1 All Services are intended for use by the primary owner only, should you choose to resell, store or give away web-hosting Services to other parties You agree that such activity will be undertaken at your own risk. You also accept responsibility for ensuring that all end users abide by these terms of service.

10.2 Softabacus accept no liability to you or any third parties for losses arising from the Reselling of services as detailed in 10.1.

10.3 Softabacus reserve the right to suspend access to the automated management facilities of the Reseller account including the API (Application Programming Interface) if a customer's use is deemed to be affecting the platform for which Softabacus delivers the Services.

11. Database Usage

11.1 If You exceed the limits on Softabacus database products (Softabacus EPOS Cloud and Softabacus Data Cloud) then we will automatically charge You for the additional space You use at Softabacus current Prices. For example if You have a 250MB database and 300MB is in use at any point during a month then we will charge for the extra 50MB in that month.

12. Data

12.1 All data created or stored by You within Softabacus' applications and servers are Your property. Softabacus shall allow access to such data by only authorised Softabacus personnel. Softabacus makes no claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space or within applications on Softabacus' servers.

12.2 Softabacus maintains backups of its servers and infrastructure pursuant to its own archiving and business continuity procedures. In the event of loss of or damage to your data relating to actions made by You or on Your behalf you will not be given access to any data stored as part of these procedures.

12.3 In the event of loss of or damage to your data relating to a failure in Softabacus systems or servers, Softabacus will make reasonable commercial efforts to assist you in the restoration of your data, however You accept full responsibility for maintaining adequate backup copies of all your data.

12.4 You shall indemnify Softabacus against all damages, losses and expenses arising as a result of any action or claim that the content or data of Your site or content or data accessed from or published as part of the Services infringes the intellectual property rights of a third party.

13. Uploads via scripting languages

13.1 We limit uploads made via scripting languages - including PHP, ASP and ASP.NET. Uploads made using PHP are limited to 20MB per file.

14. Passwords

14.1 It is the account owner's responsibility to keep his/her password(s) confidential, and to change the password on a regular basis. Softabacus is not responsible for any data losses or security issues due to stolen passwords or any passwords that You have intentionally or accidentally disclosed to any third party. Softabacus recommends that You use passwords that contain numbers and symbols in order to prevent unauthorised users from guessing commonly-used choices (i.e. "123456", "orange", etc.).

14.2 You accept full responsibility for any purchases or modifications made within your control panel by You or by third parties using your account password.

15. Your personal details

15.1 You warrant that the contact information that you provide to us on establishment of your account is correct, and that You accept responsibility for keeping this information up to date at all times. You agree that we may suspend access to your account and the Services if we reasonably believe that the information you have supplied is inaccurate.

15.2 Please note that whilst Your email is primarily used for billing purposes, Softabacus reserves the right to email You information about its product offerings. You can unsubscribe from marketing communications within Your Softabacus control panel.

15.3 Softabacus will not provide any of Your personal information to other companies or individuals without Your permission unless required to do so by law. However, Softabacus may need to provide Your name and delivery address to third parties that Softabacus may use for the purposes of delivering specific Services to You (e.g. customer support). For more information about how

Softabacus will collect and use Your personal information please read Softabacus' privacy policy.

16. Softabacus Disclaimers and Warranties

16.1 Softabacus does not back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Softabacus cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all Service interruptions caused by Softabacus.

16.2 Softabacus makes no warranties or representations that any Service will be uninterrupted or error-free. You accept all Services provided hereunder "as is" without warranty of any kind.

16.3 So far as permitted by law and particularly in respect of non-consumers, all implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to each of the Services to be provided hereunder to the fullest extent permitted by law.

16.4 For the avoidance of doubt, any use of the Services and/or any Package in the course of conducting business shall give rise to you being a non-consumer and the provisions of this Agreement affecting the statutory consumer protection you would otherwise be afforded as a consumer shall not apply.

17. Liability

17.1 Softabacus shall not be liable for any loss or damage of whatsoever nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by You or on Your behalf.

17.2 Softabacus will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

17.3 No matter how many claims are made and whatever the basis of such claims, Softabacus' maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by You for the Services in relation to which Your claim arises during the 12 month period prior to such claim.

17.4 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of Softabacus, its employees or its sub-contractors.

17.5 Softabacus shall not be liable for any interruptions to the Services or outages arising directly or indirectly from:-

17.5.1 interruptions to the flow of data to or from the internet;

17.5.2 changes, updates or repairs to the network or software which it uses as a platform to provide the Services;

17.5.3 the effects of the failure or interruption of Services provided by third parties;

17.5.4 factors outside of Softabacus' reasonable control;

17.5.5 Your actions or omissions (including, without limitation, breach of Your obligations set out in the Agreement) or those of any third parties;

17.5.6 problems with Your equipment and/or third party equipment;

17.5.7 interruptions to the Services requested by You.

18. Force Majeure

18.1 Softabacus shall not be responsible for any failure to provide any Services or perform any obligation under the Agreement because of any act of God, strike, lock-outs or other industrial disputes (whether involving the workforce of Softabacus (or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, 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.

19. Non-Waiver

19.1 The failure of Softabacus to require Your performance of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Softabacus of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

20. Survival

20.1 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 notwithstanding termination of the Agreement for any reason. However, neither party shall be liable to other 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.

21. Notice

21.1 You agree that any notice or communications required or permitted to be delivered under this Agreement by Softabacus to You shall be deemed to have been given if delivered by e-mail, in accordance with the contact information You have provided.

22. Governing Law

22.1 Except as otherwise set forth in the Domain Dispute Policy, Your rights and obligations and all contemplated by this Agreement shall be governed by English law and You submit to the exclusive jurisdiction of the English Courts.

23. Legal Fees

23.1 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.

24. Assignment

24.1 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 Softabacus. However, in the event that Softabacus 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.

25. Entire Agreement

25.1 This Agreement constitutes the entire Agreement between the parties and agreements, representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to herein. 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 herein.

26. Amendment in Writing

26.1 We may update or amend these General Terms and Conditions, the Service Specific Terms & Conditions including any technical specification relating to the Services and/or Package, the Acceptable Use Policy, Privacy Policy and any information relating to the Services/Package from time to time to comply with law or to meet our changing business requirements. We will give You prior notice of any changes to the Agreement and You can choose to cancel the Services without penalty before the new terms affect you. Display of the modified terms and conditions shall be deemed to be notice to you. You also agree to review the terms and conditions regularly to ensure you are aware of any modifications.

27. Further Assurances

27.1 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.

28. Relationship of the Parties

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

29. Joint and Several Obligations

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

30. No Third Party Beneficiaries

30.1 This Agreement does not provide and shall not be constructed to provide any third parties, with any remedy, claim, cause of action or privilege.

31. Severability

31.1 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. Softabacus 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 Softabacus as reflected in the original provision.

Please note: by signing up for any of our services you agree to be bound by all Softabacus terms and conditions.

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Domain names Terms & Conditions

1 The following terms and conditions apply to the domain registration Service:

1.1 You acknowledge and recognise that the domain name system and the practice of registering and administering domain names is continuously evolving and that Softabacus may modify this Agreement as necessary from time to time to comply with any agreements by which Softabacus is or will be bound, and to adjust to changing business circumstances. We will notify of these changes by e-mail to refer You to the amended provisions.

1.2 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.

2. Domain Name Registration

2.1 Softabacus has been granted the right to provide Internet domain registration Services for second-level domain names within the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains.

2.2 Upon Softabacus' receipt of domain name registration information from You, Softabacus 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. Nominet UK acts as the registry administrator for the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains.

3. Selection of a domain name.

3.1 You represent that, to the best of Your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

3.2 If You are registering a domain name during the finite period of time when owners of trademarks and service marks have priority to do so ("Sunrise Period"), You acknowledge and agree that registrations for domain names during the Sunrise Period will only be accepted on the conditions applicable to those new domain names and their Sunrise provisions which may include a minimum registration term.

3.3 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 Nominet terms & conditions, If You are registering the domain for a third party, You warrant that the third party for whom you register the domain name have read and agree to the Nominet Terms & Conditions.

4. Name restrictions.

4.1 Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

5. Fees

5.1 In consideration for Softabacus providing domain name registration Services to You, You agree to pay Softabacus, prior to the approval of the desired domain name registration, the amounts set forth in the Softabacus Price Schedule, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.

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

5.3 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.

5.4 In the event of a charge back by a credit card company or other payment provider authorized by Softabacus, the domain name registration shall be transferred to Softabacus as the paying entity for the registration. Softabacus may reinstate Your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its then current reinstatement fee. The reinstatement fee is currently £150.

5.5 Payment must be made by credit card or other methods we indicate in registration application or renewal form. We will renew Your domain 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.

5.6 Domain credits are non-refundable as they enable the purchase of domain names at discounted Prices, based on an up-front commitment.

5.7 Domain credits can be used for new registrations via the control panel, and will automatically be used for renewals of existing appropriate domain names. Domain credits expire 2 years after purchase and must therefore be used within 720 days of their date of purchase; unused domain credits will be deleted from your account 720 days after their initial date of purchase.

6. Free domain name registration

6.1 Please note that if You opt to take advantage of Softabacus free domain name registration as part of a Softabacus EPOS purchase and/or bundle, you will automatically be charged for the renewal of the domain 30 days prior to its expiry.

7. Term

7.1 This Agreement shall remain in full force during the length of the term of Your domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should You choose to renew or otherwise lengthen the term of Your domain name registration, then these terms and conditions will apply.

7.2 To ensure Your domains are not lost we operate a positive renewal system on all Softabacus domains - Your domain will automatically renew for the term it was registered for unless You opt-out of this Service through Your control panel. 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.

7.3 Softabacus' domain renewal process is handled by our customer support team, however, it is Your responsibility to check that Your renewal has been successful within one month of the renewal date. You will automatically be charged for the renewal of the domain 30 days prior to its expiry.

7.4 For .uk domains You can do this using Nominet's WhoIs search, and for all other domains we recommend using the <http://www.whois.org/> website domain lookup facility.

7.5 Ownership of data

7.5.1 You agree and acknowledge that Softabacus owns the following:

- (a) all database, compilation, collective and similar right, title and interests worldwide in the domain name database;
- (b) all information and derivative works generated from the domain name database; and
- (c) information for the registrations for which Softabacus acts as the registrar including:
 - (d) the original creation date of the registration;
 - (e) the expiration date of the registration;
 - (f) 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;

(g) remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and

(h) other information generated or obtained in connection with the provision of domain name registration and management Services, other than the domain name being registered, and the IP names and addresses of the primary nameservers and any secondary nameservers.

7.5.2 Softabacus does not have any ownership interest in Your specific personal registration information outside of Your right in Softabacus domain name database.

7.6 Transfer of ownership

7.6.1 The person named as administrative contact at the time the user name and password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of Your domain name to another person (the Transferee") You shall require the Transferee to agree in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by Softabacus in Softabacus sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determine by Softabacus in Softabacus sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

7.6.2 For further details and to action any transfer of ownership please login to Your Softabacus control panel.

8. Domain name dispute policy

8.1 You agree to be bound by the Domain Name Dispute Policy (the "Dispute Policy"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference. The Dispute Policy can be found at the end of this document. Domain Name Dispute Policy

8.2 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.

9. Domain name registration information and its use

9.1 Information You are required to Submit

9.1.1 As part of the registration process, You are required to submit to Softabacus and keep updated the following information in connection with Your application for domain name registration:

(a) the domain name to be registered;

(b) the domain name holder's name and mailing address;

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

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

9.1.2 You shall provide and maintain updated information at all times with Softabacus. Softabacus at its discretion may refuse to renew any registrations unless You maintain current and updated information at all times.

9.1.3 Softabacus 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 Softabacus makes available to domain name registrants.

9.2 Additional Information Maintained about Your Registration

9.2.1 In Addition to the information You provide, we maintain additional information relating to Your domain name registration, including:

(a) the original creation date of the registration;

(b) the date and time the registration application was submitted to Softabacus and the appropriate registry;

(c) communications constituting registration orders, modifications, or terminations and related correspondence;

(d) records of account for Your domain name registration, including dates and amounts of all payments and refunds;

(e) the IP names and address of the primary name servers and any secondary name servers;

(f) the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;

(g) the name, mailing address, email address, telephone number, and fax number of the domain registrant for the domain name;

(h) the expiration date of the registration; and (i) other information regarding all other activity regarding Your domain name registration and related Services.

9.3 Obligations Relating to Data Provided by You

9.3.1 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.

9.4 Disclosure and Use of Registration Information

9.4.1 You hereby consent to any and all 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.

9.4.2 You may obtain Your domain name registration information in Softabacus's possession to review, modify or update such information, by contact our support team by email support@softabacus.com or by phone 08712 883368.

9.4.5 We will not process any data about any 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 Softabacus loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

9.5 Agents and licences

9.5.1 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.

9.5.2 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.

9.5.3 In any circumstance where You are registering a domain for a third party, You agree that You must (in advance):

- (a) Make Your customers aware of the Prices associated with domain name registration, renewal and maintenance.
- (b) Give details of the domain name related Services You provide, which are relevant to this customer, information on how to invoke the Service, any Prices payable and how long You take to carry out the Service.
- (c) Make Your customers aware of changes to Your Prices.
- (d) Detail the method, availability and cost of customer Service provided.
- (e) Act quickly after getting a request from Your registrant to take some action for them; and
- (f) Update their details soon after You know that the current ones are out of date or wrong.

9.6 Registrant Data

9.6.1 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.

9.6.2 Consumers are currently allowed to opt-out of providing their postal address on the WHOIS. 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.

9.6.3 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.

9.6.4 You agree that if You register a domain on behalf of a third party, Softabacus can pass on the contact details of that third party to the Registry Administrator if required to do so by the Registry.

9.7 Limitation of liability

9.7.1 You agree that Softabacus 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 Softabacus has been advised of the possibility of such damages, and in particular Softabacus will not be liable for the following:

- (a) suspension or loss of Your domain registration;
- (b) use of Your domain name registration;
- (c) interruption of Your business;
- (d) access delays or interruptions to any web sites accessed by Your registered domain name;
- (e) non-delivery, mis-delivery, corruption, destruction, or modification of data;
- (f) events beyond the reasonable control of Softabacus;
- (g) processing of an application for domain name registration; or
- (h) application of the Dispute Policy.

9.7.2 Softabacus 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.

9.7.3 Softabacus's maximum aggregate liability shall not exceed the greater of:

- (a) the total amount paid by You for registration of the domain name; or

(b) £50.00 (UK Pounds Sterling).

9.8 Indemnification of Softabacus

9.8.1 You agree to defend, indemnify and hold harmless Softabacus and the registry administrator, including Softabacus and 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.

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

9.9 Representations and warranties

9.9.1 You represent and warrant that:

(a) all information provided in connection with Your domain name registration is accurate; and

(b) 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.

9.9.2 You acknowledge and agree that all domain name registration Services provided to You by Softabacus are provided on an "as is" basis. Softabacus 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. Softabacus 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.

9.10 Breach and revocation

9.10.1 Softabacus reserves the right to suspend, cancel, transfer or modify Your domain name registration in the event that:

(a) You materially breach this Agreement;

(b) You use Your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;

(c) You use Your domain name in connection with unlawful activity;

(d) grounds arise for such suspension, cancellation, transfer or other modification as provided in this Agreement; or

(e) You use Your domain name in connection with material that is slanderous to Softabacus, Softabacus or other associated companies.

9.10.2 You also agree that Softabacus 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 written notice, or at such time as Softabacus 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.

9.10.3 You acknowledge and agree that:

(a) providing inaccurate information;

(b) failing to update information promptly; or

(c) failing to respond to Softabacus' 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.

10. No Guarantee

10.1 You acknowledge that registration or reservation of Your chosen domain name, does not confer immunity from objection to either the registration, reservation, or use of the domain name.

Complaints Escalation Procedure

Softabacus is committed to providing the highest standard of customer service to all our customers. However, in the unlikely event of a problem or complaint, we will do everything possible to ensure it is dealt with quickly and fairly.

Not a Softabacus customer?

If you are not a Softabacus customer and have a complaint relating to any third party (for example relating to the content of a website hosted by a Softabacus customer). Our customer support team will be unable to assist you directly.

Please send details of your issue or query to our support team
support@softabacus.com

By Telephone

Please contact us on 08712 883368 and speak to someone from the department you feel is most relevant to your complaint, technical support, billing, sales etc. If our Support agents are unable to resolve your complaint, they will refer your complaint directly to their manager. Upon receipt of your complaint, the relevant manager will investigate the complaint and contact you directly, alternatively we may arrange for one of our Customer Relations Managers to contact you if the departmental manager is not readily available.

In writing

We can also be contacted in writing, at the address below:

Softabacus Customer Care

Abacus House

Flowers Hill

Brislington

Bristol

BS4 5JJ

United Kingdom

Please include your account number and as much detail as possible in your requests including complaints and instances of domain name abuse, you should expect to receive a response within 24 hours during office hour and no more than 5 working days.

If we don't resolve your concerns first time.

If you feel we have been unfair or unreasonable in addressing your concerns, you can ask for your complaint to be referred to our Customer Service Manager for further review.