

The Samuel Oscar Company Limited
Domain Registration Contract (General)
(VHRC-G v2.30)

Domain Registration (non .uk) Contract

1. INTRODUCTION

The Samuel Oscar Company Limited, Registered in England and Wales (Registration Number 05336709), trades as Visicom Hosting (Visicom). As part of its services, it registers domains on behalf of its Clients and maintains those registrations. It also provides website hosting and email services in return for payment of a relevant fee. Those services may include domain registration. All such registration is provided on the terms below.

2. SERVICES

- 2.1 In consideration of the payment of the fees as they fall due, Visicom shall register and/or maintain the registration of domain names for the Client in an ICANN accredited registry.
- 2.2 The registration services are provided in accordance with the Terms and Conditions of the ICANN accredited Registrar that Visicom uses to register the Client's domain. Visicom shall provide access to those Terms and Conditions upon request by the Client.
- 2.3 Visicom will not charge for any registration service that does not incur a charge from the Registrar.
- 2.4 Domains are registered with the Client as the Registrant unless the Client requests that another party, including but not limited to Visicom, should be the Registrant.
- 2.5 Visicom takes instruction, regarding registry matters concerning the domain, from the Registrant and not the Client. Therefore, the Client is required to make whatever agreements they need in this respect with the Registrant.
- 2.6 Notwithstanding clause 2.5, Visicom undertakes to take instruction from the Client, regarding registry matters concerning the domain, whenever it acts as the Registrant for the Client's domain.

3. FEES

- 3.1 The annual fee, for the term of this Contract, is reviewed regularly and is set out in Addendum A to this Contract.
- 3.2 The Client shall pay an annual fee for Services, in advance, upon demand. On receipt of payment, the Client shall be issued with a receipted invoice for the relevant amount upon request. The Client shall have no entitlement to Services for any period for which fees have not been paid.

4. SUSPENSION OF SERVICE

- 4.1 Visicom may act to prevent effective use of the domain (suspend Service) if:
- 4.1.1 Visicom does not receive payment of the fee within 10 working days of the issue of the invoice for the fee;
 - 4.1.2 the Client is in breach of any of the terms of this Contract;
 - 4.1.3 required to do so by any competent authority; or
 - 4.1.4 Visicom has reasonable grounds for suspecting that the domain is being used in contravention of the Visicom Hosting Acceptable Use Policy even in those cases where the domain is not hosted by Visicom.
- 4.2 Visicom shall take reasonable steps to notify the Client of any suspension pursuant to clause 4.1. Visicom shall not be obliged to restore the Service to a Client until it is satisfied that the breach has been remedied or is unlikely to occur or re-occur or that the competent authority has approved the restoration. The right to suspend shall not prejudice any other right that Visicom may have in respect of the incident giving rise to suspension. The Client shall not be entitled to any refund of fee for any period of suspension pursuant to this clause.

5. INDEMNITY

- 5.1 The Client shall indemnify Visicom and keep Visicom indemnified and hold Visicom harmless against all damages, losses, costs and expenses (including but not limited to legal costs and expenses) suffered by Visicom and arising out of or in connection with any actions claims or proceedings against Visicom by any third party as a result of any breach by the Client of any term of this Contract.

6. CLIENT DATA AND CONFIDENTIALITY

- 6.1 Confidential information shall mean in the Client's case, all Registrant details required by the Registrar and in Visicom's case the pricing of its Services.
- 6.2 A party ("receiving party") shall not disclose, to a third party, the other party's ("disclosing party") confidential information except with the prior consent in writing of the disclosing party, as required by law, or to the extent to which that information is publicly available or already known to the receiving party at the date of receipt from the disclosing party.

7. LIMITATION OF LIABILITY

7.1 UNDER NO CIRCUMSTANCES SHALL VISICOM BE LIABLE FOR:

7.1.1 LOSS OF REVENUE, PROFITS, GOODWILL OR CONTRACT, DAMAGE TO REPUTATION OR LOSS OF OR CORRUPTION OF DATA; OR

7.1.2 FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER OR HOWSOEVER CAUSED WHICH ARISE OUT OF OR IN CONNECTION WITH THIS CONTRACT.

7.2 SUBJECT TO CLAUSE 7.1, VISICOM'S AGGREGATE LIABILITY TO THE CLIENT IN RESPECT OF ANY AND ALL CLAIMS UNDER OR IN CONNECTION WITH THIS CONTRACT WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR BREACH OF STATUTORY DUTY SHALL NOT EXCEED THE PREPAID FEES FOR THE UNEXPIRED PERIOD AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM.

7.3 REFERENCE IN THIS CLAUSE TO "EVENT" SHALL ALSO MEAN A SERIES OF EVENTS CONNECTED BY THE SAME CAUSE WHICH SHALL BE CONSIDERED A SINGLE EVENT.

7.4 IN NO EVENT SHALL THE CLIENT RAISE ANY CLAIM UNDER THIS CONTRACT MORE THAN SIX MONTHS AFTER THE DISCOVERY OF CIRCUMSTANCES GIVING RISE TO SUCH CLAIM.

8. TERM AND TERMINATION

8.1 The term of the Contract shall be one year. The Contract shall be renewed automatically for a subsequent term of one year unless either party shall advise to the contrary by giving at least 21 days notice prior to the end of that contractual year. Unless or until terminated earlier pursuant to the terms of this Contract, this Contract may be terminated by one party giving to the other not less than 21 days notice.

8.2 Visicom may terminate this Contract at any time by notice to the Client if Visicom is prohibited by any relevant law from providing Services to the Client.

8.3 Either party shall be entitled to terminate this Contract by notice to the other at any time if the other commits a breach of any of the terms and conditions of this Contract.

9. EFFECTS OF TERMINATION

- 9.1 Any termination of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 9.2 Following termination of this Contract, Visicom shall discontinue the Services with immediate effect. The Client shall be entitled to a pro rata refund of fees unless the Client is in breach of this Contract.

10. NOTICES

Any notice to be given under this Contract shall be in writing and delivered by hand, sent by recorded delivery letter, fax or e-mail to the address, fax number or e-mail address of the relevant party specified in this Contract or to such other address or fax number or e-mail address as may be notified by that party in accordance with this clause.

11. FORCE MAJEURE

Visicom shall not have any liability for any loss or damage if its performance of the Contract, in whole or in part, is delayed, hindered or prevented by any cause beyond its reasonable control, including without limitation, fire, storm, flood, earthquake, accident, adverse weather conditions, solar, meteorological or astrological disturbances, explosions, Acts of God, war, governmental controls, restrictions or prohibitions, strikes, lock-outs, industrial action, employment disputes, protests, vandalism, interruptions in communications or power supply. In the event of such delay, hindrance or prevention, Visicom shall be entitled to postpone performance by the duration of interference plus a reasonable start-up time.

12. GENERAL

- 12.1 The Client acknowledges that it has not relied and does not rely upon any representation or statement by Visicom unless expressly set out in this Contract or subsequently agreed to in writing by Visicom.
- 12.2 These terms are the entire Contract between the parties with regard to their subject matter and no other terms, conditions, warranties or statements will apply. Any variation to this Contract must be in writing and signed on behalf of both parties. If a court decides that any part of this Contract cannot be enforced, that particular part of the Contract will not apply, but the rest of the Contract will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under this Contract shall not prevent the exercise of that or any other right. The Client may not assign or transfer any benefit, interest or obligation under this Contract. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.
- 12.3 In this Contract: references to clauses and sub-clauses are to the clauses or sub-clauses of this Contract; headings are for convenience only and do not affect interpretation of this Contract; the singular includes the plural and vice versa.

13. LAW AND JURISDICTION

The laws of England and Wales shall govern this Contract and the parties submit to the exclusive jurisdiction of the Courts of England and Wales. Judgment may be enforced in any court of competent jurisdiction and each party waives any right that it may have to object to the exclusive jurisdiction of the Courts of England and Wales.

ADDENDUM

The Addendum is subject to review at each renewal of a Contract and is attached to each Contract at the time of agreement with the Client.