

GIGER MEDIA TERMS AND CONDITIONS –DOMAIN NAMES

Section 1 - General

Section 2 - Domain name registration

Section 3 - Forwarding Services (including e-mail forwarding)

Section 4 - Resellers

These terms and conditions shall apply to the agreement between GIGER MEDIA ("GIGER") of Unit 4 Site 3 Alma Park Road, Grantham, Lincolnshire, NG31 9SE and, the individual or company applying for the provision of services by GIGER ("the Customer") **who should note particularly the limitation of liability set out in clause 7**. By registering for and using the services, you acknowledge that you have read this agreement and agree to be bound by the terms and conditions contained herein as well as all policies and guidelines incorporated by reference.

IT IS AGREED as follows:

SECTION 1 – GENERAL

DEFINITIONS

In this Agreement, the following expressions shall have the following meanings: -

"Acceptable Use Policy": The general policies of GIGER for the time being in force governing the use of the Services, outlined in this Agreement, and posted on GIGER Website at www.giger.co.uk

"Confidential Information": information, which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary.

"Domain Name Dispute Policy": The policy that has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), or that used by Nominet UK, is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than GIGER over the registration and use of certain Internet domain names that are registered by/for you.

"E-mail forwarding": A service provided by GIGER and/or its third party service provider(s) whereby a domain can be configured so that it re-directs e-mail addressed to the Customer using the domain name (i.e. sales@yourdomain.co.uk), to a mailbox located with a different internet service provide (i.e. you@yourisp.com).

"Fees": the fees (including any VAT at the current rate) due for the provision of the Services as calculated in accordance with the Price List from time to time.

"GIGER's Server": the computer server equipment operated by GIGER and/or its third party provider(s) in connection with the provision of the Services.

"GIGER's Web Site": the web site located at www.giger.co.uk or such other internet address as may be adopted by GIGER from time to time.

"Inappropriate Material": material that under the laws of any jurisdiction where the material can be accessed is or may be any of the following: - unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, profane, libellous, defamatory, infringes any Intellectual Property Rights, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.

"Intellectual Property Rights": copyrights, patents, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

"Local Administration Costs": any registration and other costs charged to GIGER for the registration or attempted registration of domain names, such as but not limited to NIC fees.

"Material": text, graphics, images, sound, video or any combination thereof.

"Order Form": an order form provided by GIGER as available on GIGER's Web Site or from GIGER by post, fax or e-mail on request, and completed by the Customer to indicate which Services it requires and its agreement to these terms and conditions governing such provision.

"Price List": a list of GIGER's current standard prices for each of the Services available on request from GIGER.

"Privacy and Security Policy": The policies of GIGER for the time being in force governing the manner in which it collects, stores and uses the information that relates to the Customer and the Customer's use of the Services, and posted on GIGER Website at www.giger.co.uk

"Relevant Legislation": such laws of England and Wales and the Customers country as relate to data protection and any laws of England and Wales and the Customer's country governing Inappropriate Material.

"Security Phrase": a unique word or phrase selected by and only known to the Customer that when used verifies the Customer's authorisation to amend the Services provided to them by GIGER.

"Services": the services identified on an Order Form to be provided by GIGER to the Customer pursuant to these terms and conditions and any others specified by GIGER on such Order Form.

"Term": The period of time that the agreement shall be in force that varies according to the Customer status and the Service(s) provided.

"Web Forwarding": A service provided by GIGER and/or its third party service provider(s) whereby a domain can be configured so that it re-directs an Internet user to a website located at a different internet address.

PAYMENT

2. In consideration for the payment of the Fees calculated correctly in accordance with the Price List at the time of the completion of an Order Form by the Customer, GIGER agrees to provide the Services.

2.1 The Customer agrees to make payment for the Services either with order by card or by bank transfer if part of a project.

2.2 If the Customer fails to pay any invoice which is due and payable under this Agreement, GIGER shall be entitled to charge interest on a daily basis on the overdue amount and on outstanding interest from the date of such failure until payment (both before and after judgment) at an annual rate of 4% above the base rate of Barclays Bank plc for the time being in force.

2.3 Failure by GIGER to deliver or perform the Services as a result of non-delivery or non-performance of services by any other third party other than GIGER's sub-contractors shall not give the Customer any right to delay any payment to GIGER or to make any claim whatsoever against GIGER.

2.4 GIGER will not activate any domain name submitted by the Customer for registration, renewal or transfer unless GIGER receives from the Customer actual or reasonable assurance to GIGER satisfaction of payment of all applicable fees.

2.4.1 If GIGER does not receive payment in full with the order or within the specified time as per the project quotation; it may terminate this Agreement as regards any Service requested by the Customer without further obligation to the Customer.

2.5 The Customer acknowledges that the Local Administration Costs may differ from the amount or amounts (if any) previously indicated by GIGER as a result of changes in pricing by the relevant domain authority and/or of changes in the exchange rates, and agrees that:

2.5.1 GIGER shall, in relation to each Request, charge the Customer the Local Administration Costs as published by GIGER from time to time or a sum in pounds sterling equal to the actual Local Administrative Costs charged to GIGER, whichever is the higher.

2.6 For the purposes of this Agreement, time is of the essence as regards payment.

2.7 Fees payable hereunder are non-refundable in accordance with clauses 15.2 and 22 below.

USE OF SERVICES

3.1 The Customer agrees to be bound by the Acceptable Use Policy and the Privacy and Security Policy (for the purposes of this clause the "Policies").

3.2 The Customer acknowledges that the internet, domain name system, the practice of registering and administering domain names, and the law regarding the same are evolving, and that in accordance with its obligations as a domain name registration business, it may be necessary for GIGER to amend or modify this Agreement and or the Policies. Accordingly, the Customer agrees as follows:

- (a) that GIGER may at its sole discretion from time to time amend or modify this Agreement and or the Policies or either of them and determine whether and when any such changes apply to both existing or future Customers, and
- (b) that it will periodically review GIGER Website, including the current version of this Agreement and the Policies available thereon, to be aware of any such revisions.

3.2.1 In the event that any such modification or amendment is such that it will materially affect the rights or obligations of the Customer under this Agreement, GIGER shall no less than 14 days before such amendment or modification is to take effect, notify the Customer via e-mail and post such amended or modified Agreement and or Policy at GIGER's Web site.

3.3 The Customer agrees and acknowledges that continued use of the Services after an amendment or modification to this Agreement and or the Policies as outlined in clause 3.2.1 takes effect amounts to an agreement to be bound by the terms of the said amended or modified Agreement and or Policy.

3.4 If a Customer does not agree to the amendment or modification of the Agreement and or Policy it may terminate this Agreement by providing GIGER with Notice in accordance with clause 10.5 herein. Notice of termination in accordance with this clause is effective upon receipt and processing by GIGER. The Customer acknowledges and agrees that such termination shall be its exclusive remedy and GIGER's sole liability if it does not wish to abide by any amendment or modification to the Policies that is or may be made by GIGER. Termination of this Agreement by the Customer pursuant to this clause shall not entitle it to a refund of fees paid hereunder.

INDEMNITY

4.1 The Customer hereby agrees fully to indemnify, keep indemnified and hold harmless GIGER, their officers, employees, agents, sub-contractors and affiliated companies from and against any and all costs, claims, losses, damages or liability (whether civil or criminal) and expenses (including, but not limited to, legal fees) sustained or incurred by GIGER or any of their officers, employees, agents, sub-contractors or affiliated companies directly or indirectly and in any jurisdiction as a result of:-

- 4.1.1 the provision by GIGER to the Customer or the use by the Customer of any Service hereunder; or
- 4.1.2 any breach by the Customer of any of its warranties contained in this Agreement; or
- 4.1.3 any content material or required mode of operation supplied or specified by the Customer for any Service; or
- 4.1.4 any breach by the Customer of any of its obligations in this Agreement.

CUSTOMER AUTHORISATION AND OBLIGATIONS

5.1 The Customer hereby appoints GIGER to act on its behalf in conjunction with the provision of the Services.

5.2 The Customer acknowledges and accepts that to enable GIGER properly to provide the Services it must co-operate with GIGER as required by GIGER and agrees, without limitation in particular:

5.2.1 the Customer agrees to provide GIGER with complete, current and accurate details of its e-mail and physical addresses and promptly notify GIGER in writing of any alterations thereto from time to time. The Customer acknowledges that GIGER relies on the information received pursuant to this clause for the purpose of, among other things, sending important notices regarding the Customer's account and the Services.

5.2.2 the Customer represents and warrants that notice has been provided to, and consent obtained from, all third parties whose personal data has been supplied by the Customer to GIGER for the purposes of obtaining the Services, and in particular that the Customer has notified those third parties whose personal data will, in accordance with the provision of the Services be held on a domain name register, of (i) the purposes for which such third party's personal data has been collected; (ii) the intended recipients or categories of recipients of the third party's personal data; (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can if necessary rectify the data held about them.

The Customer further undertakes to provide such notice and obtain such consent with regard to any third party personal data it supplies to GIGER in the future. GIGER accepts no responsibility for any consequences resulting from the Customer providing outdated, incomplete or inaccurate information in respect of such third parties, or for the failure of the Customer to provide notice to or receive consent from the said third parties. Further, it is agreed that should the Customer license the use of the Domain Name Registration Services or a domain name registered hereunder to a third party, the Customer shall remain the domain name holder of record and continue to be responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating as necessary) both its own full contact information and accurate technical, billing and administrative contact information adequate to facilitate the timely resolution of problems that arise in connection with the domain name and domain name registration. In addition, such a Customer hereby agrees to accept liability for harm caused by wrongful use of the domain name, unless it promptly discloses the identity of the licensee to a party who provides the said Customer with reasonable evidence of actionable harm. The Customer must obtain the consent of individuals whose personal data are to be held on a domain name register or are otherwise provided to GIGER;

- 5.2.3 that the Customer may if necessary, change/update the information provided to GIGER in accordance with clause 5.2.1 above by providing new information by e-mail or post.
- 5.2.4 the Customer must satisfy such security checks as GIGER may operate in order to change Security Phrases, user ID and/or passwords;
- 5.2.5 that GIGER reserves the right to suspend Security Phrase, user ID and/or password access to the Services if at any time GIGER considers there is or is likely to be a breach of security;
- 5.2.6 the Customer agrees that GIGER is authorised to act on instructions that contain the Customer's Security Phrase within any form of communication.

GIGER WARRANTIES

6.1 GIGER warrants that it will make reasonable endeavours to ensure that the services are provided as described in GIGER's Web Site, but because the Services are provided by means of computer and telecommunication systems GIGER makes no warranties or representations that any Service will be uninterrupted or error-free.

6.1.1 GIGER may from time to time have to suspend the Services for repair, maintenance, update or improvement and in such circumstances, GIGER will attempt to notify the Customer as far in advance as is possible, by e-mail or web site posting, and to endeavour to keep the period of suspension to the minimum length of time necessary to carry out such works.

6.1.2 In light of 6.1 and 6.1.1 above the Customer accepts that the Services are not intended to be used in circumstances where mission critical fail-safe performance is required.

6.2 GIGER supplies the Services in accordance with this Agreement and to the standards GIGER considers appropriate to the nature of services generally required by its customers, accordingly to the maximum extent permitted by law, except as expressly stated in these terms and in so far as required by law where the Customer has dealt as a consumer (as defined in the UK Unfair Terms in Consumer Contracts Regulations 1999), 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 durability and satisfactory quality (where applicable) are hereby excluded in relation to each of the Services to be provided.

6.3 Without any limitation to the foregoing, GIGER makes no representations or warranties of any kind whatsoever that registration or use of a domain name under this Agreement will immunize the Customer either from challenges to its domain name registration or from suspension, cancellation, transfer or modification of the domain name it registers.

LIMITATION OF LIABILITY

7. Nothing under these terms limits GIGER's liability for any fraudulent statement or for personal injury or death caused by GIGER's negligence. However, the customer acknowledges and takes notice that the services are not appropriate for use in circumstances where personal injury or death could arise from reliance on the services whether or not GIGER is negligent, and that it should satisfy itself as to the veracity of any statements made by GIGER or on GIGER's behalf.

The entire liability of GIGER, and the customer's sole and exclusive remedy, arising in respect of any tort, breach of duty (statutory or otherwise) or breach of this agreement by GIGER (and whether or not by GIGER's negligence) is limited to the fee paid for the service or services in respect of which the alleged tort or breach has arisen in the period of 12 months preceding the event giving rise to the liability.

In no event will GIGER be liable to the customer for any indirect or consequential loss or damage whatsoever (without limitation for example, loss of business, loss of opportunity, loss of profits or anticipated savings) including as a result of, but not limited to, disclosure of the Customer's password(s) or Security Phrase, the consequences of any failed or unsuccessful domain name registration, the consequences of any failed or unsuccessful domain name renewal.

Even if GIGER has been advised of the possibility of such loss or damage such advice shall not constitute the loss or damage if it arises as direct loss or damage. Any liability of GIGER whatever arising under these terms or otherwise in respect of the service or any product shall be deemed to end 12 months after the date on which the customer ought reasonably to have known of the event giving rise to the liability. For the avoidance of doubt, the customer acknowledges and agrees that no claims or actions by the customer can be validly made after the expiry of 12 months following such date.

The Customer expressly acknowledges that the provisions of this clause 7 satisfies the requirements of reasonableness specified in the Unfair Contract Terms Act 1977 and that it shall be stopped from claiming to the contrary at any future date in the event of any dispute with GIGER concerning GIGER's liability hereunder.

TERMINATION

8.1 GIGER may terminate this Agreement by notice in writing to the Customer having immediate effect if:

- 8.1.1 the Customer is in breach of any of its obligations, Policies and, or Guidelines under this Agreement;

8.1.2 the information the Customer is obligated to provide to GIGER to register a domain name or subscribe to any other GIGER service, or that the Customer subsequently modifies, contains false or misleading information or conceals or omits any information GIGER would consider material to its decision to register the Customer's domain name or to continue to provide Domain Name Registration Services to the Customer.

8.1.3 the Customer uses the domain name registered to it in contravention of applicable laws, customary acceptable usage policies of the Internet or in connection with unlawful activity.

8.1.4 the supply of the Service and/or Additional Services to the Customer may (in the reasonable opinion of GIGER) expose GIGER to the risk of litigation or other civil proceedings;

8.1.5 the Customer is a company and a resolution is passed for its winding up or a petition for its liquidation is presented; or

8.1.6 the Customer is an individual and a petition for bankruptcy is presented against it; or

8.1.7 a receiver or liquidator (where the Customer is a company) or (where the Customer is an individual) a trustee in bankruptcy is appointed over it or any of its assets; or

8.1.8 the Customer proposes or enters into any arrangement or composition with or for its creditors (including any voluntary arrangement).

8.2 In the event that any of the circumstances identified in clause 8.1 arises, GIGER shall have the option to terminate this Agreement as regards all Services provided or to be provided or only as regards that Service or those Services in respect of which the breach is considered by GIGER to have been committed; and

8.3 In the event that any of the circumstances identified in clause 8.1 arises, GIGER shall be entitled to retain any sums paid to it by the Customer hereunder and recover any sums due to it pursuant hereto whether invoiced or not at the date of termination.

8.4 Without prejudice to clauses 15.2 and 22 (Non-refundability of fees), either party may terminate this Agreement, after the minimum period of the Term when applicable, on 30 days written notice served in accordance with clause 10.5 (Notices);

8.4.1 unless superseded by the Terms of Special offers or Introductory offers;

8.5 Without prejudice to the foregoing, the Customer acknowledges and agrees that any domain name it registers hereunder is subject to suspension, cancellation, transfer or modification pursuant to the terms conditions and policies outlined herein, including but not limited to (i) the Domain Name Dispute Policy, or (ii) any ICANN adopted specification or policy to correct mistakes by any ICANN accredited Registrar in registering the name.

8.5.1 If prior to the end of the Customer's then current registration term, its domain name is suspended, cancelled, transferred or modified in accordance with clause 8.5 above, GIGER shall be under no obligation to refund in whole or in part, any fees paid by or on behalf of the Customer hereunder.

CONFIDENTIALITY

9.1 Each of the parties agrees (subject to clauses 9.2 and 9.3) not to:

9.1.1 disclose any Confidential Information received from the other party; or

9.1.2 make any use of any such Confidential Information other than for the purposes of performance of this Agreement.

9.2 Each party may disclose Confidential Information received from the other to its responsible employees, consultants, sub-contractors or suppliers who need to receive the information in the course of performance of this Agreement.

9.3 The confidentiality obligations under clause 9.1 shall not apply to any information which:

9.3.1 is or subsequently becomes available to the general public other than through a breach by the receiving party; or

9.3.2 is already known to the receiving party before disclosure by the disclosing party;

9.3.3 is developed through the independent efforts of the receiving party; or

9.3.4 the receiving party rightfully receives from a third party without restriction as to use.

GENERAL

10.1 Subject to clause 10.2, this written Agreement together with the Order Form(s), constitutes the entire agreement between the parties hereto relating to the subject matter hereof and save in respect of fraudulent statements supersedes all prior agreements, arrangements, understandings and representations (whether oral, written or otherwise) made by or between the parties and each party acknowledges that it has not relied on any representation made by the other party unless such representation is expressly included herein.

10.1.1 GIGER will not process data about any identified or identifiable natural person obtained from the Customer in a way incompatible with the purposes and other limitations outlined in this agreement and the policies incorporated herein by reference.

10.1.2 GIGER will take reasonable precautions to protect data about any identified or identifiable natural person obtained from the Customer from loss, misuse, unauthorized access or disclosure, alteration, or destruction. GIGER accepts no liability to the Customer or any third party to the extent that such reasonable precautions are taken.

10.2 If any provision of this Agreement or part thereof shall be void for whatever reason, the offending words shall be deemed deleted and the remaining provisions shall continue in full force and effect.

10.3 The rights and obligations of the Customer under this Agreement are personal to the Customer and the Customer undertakes that it shall not nor purport to: assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

10.4 GIGER reserves the right to sub-contract any of the work required to fulfil its obligations hereunder.

10.5 All notices, which are required to be given under this Agreement, shall be in writing. Any such notice may be delivered by first class pre-paid letter, by facsimile transmission or electronic mail and shall be deemed to have been received as follows:

- (i) by first class registered post - 48 hours after the date of mailing in the United Kingdom, or
- (ii) by facsimile - when the sender receives confirmation of receipt, or
- (iii) by electronic mail - when the sender receives confirmation of receipt.

10.5.1 Notices under this agreement shall be sent, to the following respective addresses:

GIGER: to the postal address set out at the top of this Agreement. Electronic mail shall be sent to GIGER at the following address - info@giger.co.uk

The Customer: in accordance with the most current address and electronic mail contact information it has provided to GIGER

10.6 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.

10.7 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.

10.8 Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.

10.9 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

SECTION 2 - DOMAIN NAME REGISTRATION

11. Together with the terms of Section 1 above, the terms set out in this Section 2 identify the extent of the domain name registration services provided by GIGER (the Domain Name Registration Services) and the Customer's obligations in relation thereto.

GENERAL

12. The Customer recognises and accepts that: -

12.1 While GIGER will make reasonable endeavours to achieve a successful registration and keep the Customer notified of the progress of the registration or renewal application, because of the nature of the registration process, GIGER cannot guarantee that the Customer will be able to register or renew a desired domain name and reserves the right at its sole discretion to reject any request by a Customer to register or renew any particular domain name or to discontinue processing such a request if GIGER considers such application might expose GIGER to legal or other proceedings.

12.1.1 Further, the Customer acknowledges and agrees that GIGER is not liable or responsible in any way for any errors, omissions or any other actions by any registry administrator arising out of or related to its application for and registration of, renewal of, or failure to register or renew a particular domain name.

12.2 Subject to clause 2 and clause 14, the extent of GIGER's service in relation to the registration or renewal of domain names is: -

12.2.1 to forward the Customer's application to the appropriate Registry;

12.2.2 to provide administrative support in attempting to secure the registration;

12.2.3 to notify reasonably promptly the Customer of the outcome of the application.

12.3 The Fees due for the provision of domain name Services.

12.4 Without prejudice to clause 7 above, GIGER shall not be liable to the customer for any direct, indirect or consequential loss, damage cost or expense including without limitation any loss of profit, business or anticipated savings suffered by customer on account of a failure to obtain or loss of a domain name;

12.5 Domain name registries retain the right at their discretion to register or refuse to register a domain name applied for by GIGER on behalf of the Customer therefore without prejudice to clause 7 above, GIGER makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful;

12.6 As is common domain name registration practice, domain names are registered on a first come, first served basis;

12.7 An application for the registration of a domain name cannot be treated as having been successful until the Customer has been notified by email that the requested domain name has been registered. The Customer agrees not to take any action in respect of a requested domain name until email notification has been received;

12.8 The registration of a domain name does not confer any legal rights to a name or its use and any disputes between the Customer and a third party are, subject to clause 17, to be settled using normal legal methods. The Customer agrees that GIGER will not be drawn into any such argument or dispute in any circumstances unless otherwise agreed by the parties in writing signed by an officer of GIGER;

12.9 The Customer's use of the domain name once registered may be challenged by a third party; if so, or if any other dispute arises, then without prejudice to clause 17 herein the procedures laid down by the relevant registry will apply and these may include the suspension or revocation of a Customer's application for a domain name or the registration of a domain name allocated to the Customer and unless otherwise agreed by the parties in writing signed by an officer of GIGER, GIGER will have no responsibility or involvement in relation thereto;

12.10 Unless otherwise advised by GIGER at the time of transfer, domain name(s) transferred to GIGER's control will by default be set up with GIGER (or its third party provider at our discretion) as the billing, admin and/or technical contact; and

12.10.1 the transfer of certain domain name(s) to GIGER may incur a transfer-in fee as stated in the Price List at that time;

12.11 Requests to amend administration, technical or billing contact(s) of a domain name(s), and, or to transfer a domain name(s) to another Internet Service Provider (ISP) are chargeable additional Services. GIGER will only complete such requests on payment by the Customer of the Fees stated in the Price List at that time;

12.12 The registration may be renewed for further periods of one or more years as specified in the renewal process.

12.12.1 GIGER shall use reasonable endeavours to notify the Customer prior to the domain name registration renewal date(s) by fax, email or post at the addresses or number most recently provided by the Customer pursuant to clause 5.2.1, that the renewal fee is due. GIGER shall only complete such renewal on payment by the Customer of the renewal fees stated in the Price List at the time of renewal and accepts no responsibility for the Customer's use or retention of a domain name once registered.

12.12.2 Should the Customer, in the absence of extenuating circumstances, fail to pay a renewal fee within the time specified in a second notice or reminder sent pursuant to clause 12.12.1 above regarding renewal, the domain name registration in question shall be cancelled.

12.13 It is the Customer's ultimate responsibility to ensure all renewal charges are paid to the relevant registry in respect of each domain name registered on behalf of the Customer;

12.14 GIGER may change the terms and conditions of the contract on renewal of the registration of the domain name. All renewals will be made under the Terms and Conditions current at the time of the renewal.

13. The Customer Represents and Warrants to GIGER that: -

13.1 all information provided by the Customer to GIGER is true, complete, and accurate, and that the said information will be amended and updated promptly as needed so as to ensure that it is kept current. It is further warranted that any such amendments will also be true, complete, and accurate;

13.2 it has the legal right to apply for and use the domain name(s) as a web site address; and

13.3 the domain name(s) and its use as a web site address does not and will not either directly or indirectly infringe the Intellectual Property Rights or any other rights of a third party.

13.4 it is not seeking to register the domain name for an unlawful purpose and that it will not use the domain name in violation of any applicable laws or regulations.

14. The Customer acknowledges:

14.1 that GIGER is prohibited from registering or renewing domain names that contravene any policy in effect at the time of such registration or renewal, listing or specifying prohibited or excluded domain names.

14.2 that the application process, registration and subsequent use of any domain name is subject to the then current terms and conditions and policies of the relevant registry and the Customer agrees to abide by all such rules and policies; and

14.2.1 accordingly, the Customer undertakes to read those terms and conditions and policies before applying for a domain name (copies are generally available from the relevant registry's web site and are available from GIGER on request) and to comply with them.

14.3 that it is the Customer's responsibility to determine whether its domain name registration infringes or violates the rights of a third party, including but not limited to whether any foreign language translations of the same infringe or violate the rights of a third party;

14.4 that wilfully providing inaccurate or unreliable information or wilfully failing to update information promptly will constitute a material breach of this Agreement that will be a sufficient basis for termination of its domain name registration;

14.5 that failure to respond for over seven (7) calendar days to inquiries by GIGER concerning the accuracy of contact details associated with the Customer's domain name registration hereunder shall constitute a material breach of this Agreement that will be a sufficient basis for termination of your domain name registration.

GENERIC TOP LEVEL DOMAIN ("GTLD") (INCLUDES .COM, .NET, .ORG, .BIZ and .INFO TLDs) AND UK COUNTRY CODE TOP LEVEL DOMAIN ("UKCCTLd") NAME REGISTRATION SERVICES

15. The Customer recognises and accepts that: -

15.1 The initial registration period of all gTLD and UKccTLD domain name(s) is payable in advance;

15.2 Once a gTLD and, or UKccTLD domain name(s) is registered the Fee is non-refundable;

15.3 They may not transfer their gTLD domain name registration to another domain name registrar during the first sixty (60) days from the effective date of the initial domain name registration with GIGER.

15.4 If the Customer's application for a particular domain name is rejected, GIGER will return to the Customer any payments received in respect of that application less a twenty five pounds sterling (£25) administration fee + vat, provided that the Customer has not breached its obligations in this Agreement; except

15.4.1 when a Customer's application is received as part of a domain name bundle, when an alternative application for the same suffix will be offered or GIGER will return to the Customer any payments received in respect of that bundle less the cost of the successful applications at the Fee chargeable for an individual domain name application; or

15.4.2 no refund is explicitly indicated at the point of sale.

WHOIS REQUIREMENT

16. The Customer acknowledges and accepts that in order to provide the Generic Top Level Domain Name Registration Service GIGER must perform its obligations as a domain name registration business in accordance with the current rules and policies of the internet domain name system. Where therefore the Customer requests the Domain Name Registration Service, it hereby grants to GIGER, subject to the provisions of the Privacy and Security Policy, the right to disclose to third parties through an interactive publicly accessible registration database ("Whois database"), the following mandatory information:

- (i) the domain name(s) registered (or proposed to be registered) by the Customer;
- (ii) the name and postal address of the Customer;
- (iii) the name(s), postal address(es), e-mail address(es), voice telephone number(s) and where available fax number(s) of the technical and/or administrative contacts for your domain name(s);
- (iv) the internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s);
- (v) the corresponding name of those nameservers;
- (vi) the original creation date of the registration; and
- (vii) the expiration date of the registration

16.1 The Customer acknowledges, accepts and agrees that as a domain name registration business, GIGER may also be required to make the aforementioned information available in bulk form to third parties, who agree not to use it to,

- (a) allow, enable or otherwise support the transmission by telephone, e-mail or facsimile of mass unsolicited commercial advertising or solicitations to entities other than the data recipient's own existing customers, or
- (b) enable high volume, automated, electronic processes that send queries or data to the systems of GIGER or any other registrar, except as necessary to register domain names or modify existing registrations.

DOMAIN NAME DISPUTE POLICY

Where the Customer requests the Generic Top Level Domain Name Registration Service, (the Name Registration Customer) it agrees at all times to be bound by the Domain Name Dispute Policy and or additional policies listed by reference in the additional terms for the new gTLDs available at clause 18.

17. The Customer acknowledges that the internet, domain name system, the practice of registering and administering domain names and the law regarding the same are evolving, and that in accordance with its obligations as a domain name registration business, it may be necessary for GIGER to amend or modify its Domain Name Dispute Policy. Accordingly, the Customer agrees as follows:

- (a) that GIGER may at its sole discretion from time to time amend or modify the Domain Name Dispute Policy, and
- (b) that it will periodically review the GIGER Website, including the current version of the Domain Name Dispute Policy to be aware of any such revisions.

17.1 In the event that any such modification or amendment is such that it will materially affect the rights or obligations of the Customer under this Agreement, GIGER will attempt no less than 14 days before such amendment or modification is to take effect, to notify the Name Registration Customer via e-mail and/or post such amended or modified Domain Name Dispute Policy at GIGER's Web site.

17.2 The Name Registration Customer agrees and acknowledges that continued use of the Services after an amendment or modification to the Domain Name Dispute Policy as outlined in clause 17.1 takes effect amounts to an agreement to be bound by the terms of the said amended or modified Domain Name Dispute Policy.

17.2.1 If a Customer does not agree to the amendment or modification of the Domain Name Dispute Policy it may terminate this Agreement by providing GIGER with Notice in accordance with clause 10.5 herein. Notice of termination in accordance with this clause is effective upon receipt and processing by GIGER. The Customer acknowledges and agrees that such termination shall be its exclusive remedy and GIGER' sole liability if it does not wish to abide by any amendment or modification to the Domain Name Dispute Policy that is or may be made. Termination of this Agreement by the Customer pursuant to this clause shall not entitle it to a refund of fees paid hereunder.

17.3 The Name Registration Customer agrees that if its use of GIGER's Domain Name Registration service is challenged by a third party, it will be subject to the provisions of the Domain Name Dispute Policy in effect at the time of the dispute. It is further agreed that in the event a domain name dispute arises involving the Name Registration Customer and any third party as a result of the Name Registration Customer's use of the Domain Name Registration Service, the Name Registration Customer will indemnify and hold harmless GIGER pursuant to the terms and conditions set forth in clause 4 of this Agreement.

17.4 The Name Registration Customer agrees that upon being notified that proceedings, legal or administrative, have been instituted against it as a result of its use of the Domain Name Registration Service, it shall immediately notify GIGER of the same, and shall thereafter make no requests to change, or make changes to, its domain name record(s) without the prior approval of GIGER.

17.4.1 It is agreed that in the event of the institution of proceedings as outlined in 17.4 above, GIGER may take such action as is necessary to prevent any person from making changes to the domain name record until either (a) it is directed otherwise from the judicial or administrative body before which the dispute is being heard, or (b) it receives notification from the Name Registration Customer and the other party to the dispute confirming to its satisfaction that the dispute has been settled.

18. Special terms and conditions apply additionally to registrations of the new gTLD domains such as .biz, and .info. If you are considering registering one of these domains, you should contact GIGER and request the additional information on the specific rules and regulations that apply with these names.

GLOBAL COUNTRY CODE TOP LEVEL DOMAIN ("CCTLD") NAME REGISTRATION SERVICES

19. The Customer recognises and accepts that:

19.1 For those ccTLD domain name(s) specified on an Order, GIGER will use commercially reasonable efforts to:

19.1.2 register the domain name as described in Clause 12.2 above for the offered period commencing with the initial date of registration if such is available from the applicable Registry;

19.1.3 contact the Customer for confirmation before automatically renewing the registration, upon expiry of the initial registration period, and then issue Customer with an invoice for the current renewal fees as stated in the Price List at that time, unless the Customer declines to renew.

20. Customer shall be responsible for:

20.1 promptly supplying to GIGER complete and accurate information that GIGER requires to provide the GIGER Services to Customer, including but not limited to all information required by the applicable Registry for registration; and

20.2 Customer shall notify GIGER at the time it places the Order whether it elects to establish its own Domain Name Server (DNS). If Customer so elects, but fails or neglects to do so within ten (10) business days of the invoice date, then GIGER may, at its option, establish the DNS for Customer to complete the registration and charge Customer its then-current fee for transferring the DNS to Customer.

21. If Customer fails to provide in a timely manner any information necessary for registration and the registration application is subsequently rejected; or

21.1. if Customer elects to cancel the order once GIGER has commenced processing; or

21.2 if Customer accepts the conditions of registration using the on-line search system and the registration application is subsequently rejected by the relevant registry for failure to meet those conditions, then GIGER shall have satisfied its obligations with respect to such domain name(s) and shall be entitled to payment in full for same.

22. There shall be no refund of Fees in either of the foregoing cases, except when GIGER has not paid to or is not liable for Local Administration Costs when the same will be refunded to the Customer.

23 The registry administrator for ccTLD's varies by reference to each individual country code. The registration of a ccTLD domain name is subject to the rules and policies established or revised from time to time by the respective ccTLD's registry administrator in its capacity as such. By agreeing to the terms and conditions set forth in this Agreement, the Customer where applicable, hereby agrees to be bound by the rules and policies set forth by the applicable ccTLD registry. Each respective ccTLD registry administrator's current rules and policies are available for the Customer to review at each respective ccTLD registry administrator's website.

SECTION 3- FORWARDING SERVICES (including e-mail forwarding)

24. Together with the terms of Section 1 above, specifically 6.1, 6.1.1 and 6.1.2, the terms set out in this Section 3 identify the extent of the forwarding services provided by GIGER and the Customer's obligations in relation thereto.

25. The Customer undertakes that it will not, and will ensure that others under its control will not, use GIGER's e-mail or web forwarding services in a manner that breaches or contravenes GIGER's Acceptable Use Policy; and

25.1 the Customer acknowledges that any breach may result in the suspension or termination of Service or such other action as GIGER deems appropriate without notification.

26. When sending e-mail, the Customer acknowledges that it is responsible for complying with any Relevant Legislation.

27. The Customer acknowledges and agrees that GIGER is not responsible for the security of the contents of e-mail sent or received by the Customer.

28. GIGER will use its reasonable endeavours to ensure that messages are routed accurately and promptly but does not accept any liability whatsoever for non-receipt, non-delivery or misrouting of e-mail or any other failure of the e-mail forwarding system.

29. GIGER's policy is to respect the privacy of e-mail messages sent, received, forwarded or otherwise dealt with by it and the Customer acknowledges that GIGER will therefore not monitor, edit or disclose the contents of such messages unless required to do so by law or competent authority or to protect GIGER's rights and/or position.

INTELLECTUAL PROPERTY

30. GIGER retains ownership of all Intellectual Property Rights in any reports, notifications or other information created by GIGER as part of its services as well as all methodologies, know-how and processes used to do so (together, "the Materials"). GIGER grants to Customer a limited licence to store and view on its internal computer network strictly for its internal business use that part of the Materials made available to the Customer. The Materials may not be otherwise reproduced, transmitted, broadcast or displayed in public without GIGER's prior written consent.

TERMINATION

31. On termination of this agreement for any reason or of any or all of the services comprising and without prejudice to clause 8 or any other clause in this agreement:

31.1. GIGER shall cease supplying and/or terminate access to, and/or may destroy, reports, notifications or other information generated in connection with the relevant service; and

31.2. GIGER shall have no liability for any loss or damage (whether direct, indirect or otherwise) in respect of any cause of action (whether contract, tort, negligence, breach of duty or otherwise) arising out of any consequent loss of data or connectivity or any other loss or damage in connection with its compliance with this clause; and

31.3. no fees paid by the Customer in respect of GIGER's services shall be refundable except where GIGER terminates this agreement under clause 8.4.

SECTION 4 – RESELLERS

32. If the Customer is acting in the capacity of a reseller of the Services or on behalf of a third party the Customer agrees:-

32.1 to ensure that its customers or the third party are bound by the Conditions or terms and conditions no less exhaustive than the Conditions;

32.2 to ensure that at all times it acts in accordance with its customers' instructions;

32.3 to ensure that it seeks permission from its customers before passing any of their personal details to GIGER;

32.4 to provide all appropriate support to its customers including without limitation general customer services, billing and collection of fees and technical support;

32.5 to use commercially reasonable efforts to inform its customers when a domain name registration is due for renewal at least fourteen (14) days prior to the end of the applicable registration term;

32.6 not to incur any liability whatsoever on the part of GIGER; and

32.7 not to make any representation or warranty on behalf of or pledge the credit of or otherwise bind GIGER.

33. The Customer acknowledges that if it breaches any of the provisions of this clause 32 and/or GIGER receives a complaint from the Customer's customer then GIGER may take whatever action GIGER, in its sole discretion, believes appropriate.