

The following Terms of Service apply to the domain services supplied by Third Arc Limited. The General Terms and Conditions apply in addition to these Terms.

A list of definitions used in all Terms can be found here:
<http://www.thirdarc.com/terms/>

Domain Service Use

Third Arc Limited reserves the right to refuse service and/or access to its servers and/or services to anyone.

All accounts are to be used by the primary owner only, and do not allow the holders to resell, or give away email-hosting services to other parties.

Third Arc Limited reserves the right to move your data, account or domain names to a different server or Registrar without previous notice.

The Customer remains responsible for the use of all content uploaded, transmitted or downloaded using its registered domain names.

Domain names registered through Third Arc Limited are final and cannot be changed. Any changes will require the registration of a new domain name at Third Arc Limited's current costs. At the end of the registration period the domain name will expire unless the Customer renews and pays for the registration in advance.

Governing Bodies

Third Arc Limited will act on the Customer's behalf to register its domain names.

[ICANN](#) oversees the .com, .org, .mobi and .net top-level domains. [Nominet](#) oversees the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains. [EURID](#) oversees the .eu top-level domain.

Upon Third Arc Limited's receipt of domain name registration information from the Customer, Third Arc Limited shall submit the information to its Registrar on the Customer's behalf for submission and processing.

Even when payment has been taken, a Customer will have no rights to a domain name until it has been confirmed that the registration has been successful. It is the Customer's responsibility to check that registration has been successful within 14 days of the order date.

For .uk domains Customers can use Nominet's WhoIs search, and for all other domains the <http://www.whois.org/> website domain lookup facility can be used. Both of these services will allow Customers to lookup the registration details for a domain.

Selection of a Domain Name

The Customer represents that, to the best of its knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name

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is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

By registering or renewing a domain name, the Customer agrees that they or the third party they are acting on behalf of has read and agrees with the Terms and Conditions of the relevant governing body for that domain.

.name Restrictions

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.

Third Party Terms

By using Third Arc Limited to register and manage domain names on your behalf you are also bound by third party terms and conditions of the Registrars of Third Arc Limited and the associated governing bodies. These are separate contracts independent of any agreement with Third Arc Limited. Further information can be found at the website addresses below:

.co.uk, .org.uk, .ltd.uk and .plc.uk domain names:

1. Registrant terms: www.nominet.org.uk/nominet-terms
2. Domain dispute policy: www.nominet.org.uk/disputes/drs/policy/
3. Further information can be found at: www.nominet.org.uk

.com, .org, .mobi and .net domain names:

1. Tucows OpenSRS terms and conditions :
<http://opensrs.com/resources/contracts/exhibita.htm>
2. Uniform Domain Name Dispute Resolution Policy:
<http://www.icann.org/en/dndr/udrp/policy.htm>

Service Availability

The Customer acknowledges that Third Arc Limited's systems, servers and equipment may from time to time be inoperative or only partly operational as a consequence of mechanical breakdown, maintenance, hardware or Software upgrades, telecommunication connectivity problems or other causes outside its control.

Third Arc Limited agrees to rectify faults or problems and to restore the system to full operational capacity as soon as reasonably practicable.

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Third Arc Limited excludes liability for any loss of data or profit caused to the Customer as a result of the system not being fully operational.

All services associated with a domain name will only be available during the registered period of the domain name.

Support

Third Arc Limited will endeavour to provide a continuous high quality service. If you experience problems with your service, you should contact Third Arc support.

Third Arc Limited may require suspension of some services for short scheduled periods to carry out maintenance or repair to these services. Information concerning scheduled downtime is available from the Third Arc Customer Area.

Payment Policies

All accounts are set up on a prepay basis. Although Third Arc Limited reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Any changes to prices will be clearly communicated to customers prior to their application, with customers being given one month's notice of any changes. Notice will be served via email, to the customers email address held by Third Arc Limited. Payment is due every 365 days, from the date the account was established.

If payment is not received by the due date Third Arc Limited reserves the right to suspend all services to the customer until payment has been received.

As consideration for Third Arc Limited providing domain name registration services to you, you agree to pay Third Arc Limited, prior to the approval of the desired domain name registration, the amounts set forth in the Third Arc Limited Price Schedule, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.

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

In the event of a charge back by a credit card company or other payment provider authorised by Third Arc Limited, the domain name registration shall be transferred to Third Arc Limited as the paying entity for the registration. Third Arc Limited may reinstate the 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 UK £100.

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In situations where the card number on file is declined Third Arc Limited will immediately suspend the facility to purchase services until the outstanding charge is processed successfully. In addition, Third Arc Limited reserves the right to suspend other services until the outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to a £20 administration charge. The Customer is responsible for all money owed on the account from the time it was established to the time that the Customer sends a written cancellation request.

No bills or invoices will be sent by regular mail. All invoices will be sent directly to the Customer's email address held by Third Arc Limited.

Changes to the Terms of Service

The Customer acknowledges and recognises that the domain name system and the practice of registering and administering domain names are continuously evolving, and acknowledges and agrees that Third Arc Limited may modify these Terms of Service as necessary from time to time to comply with any agreements by which Third Arc Limited is or will be bound, and to adjust to changing business circumstances.

The Customer's continued use of the registered domain name constitutes acceptance of these Terms of Service and amendments. If at any time it does not agree to such changes, it agrees that its sole remedy is to request that the domain name registration be cancelled or transferred to a different domain name registrar.

The Customer acknowledges and understands that when any domain name is cancelled, fails to renew or is transferred to another domain name registrar, that any Services provided by Third Arc Limited and associated with that domain name will cease.

Domain Name Registration Information and Its Use

Information the Customer is required to Submit

As part of the registration process, the Customer is required to submit to Third Arc Limited and keep updated the following information in connection with its 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.

The Customer shall provide and maintain updated and accurate information at all times with Third Arc Limited. Third Arc Limited at its discretion may refuse to renew any

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registrations unless the Customer maintains current and updated information at all times.

Disclosure and Use of Registration Information

The Customer agrees to authorise Third Arc Limited to provide any information to its Registrars on its behalf and to other third parties as the registration and renewal process and applicable laws may require or permit.

In addition, the Customer acknowledges that Third Arc Limited's Registrars may establish guidelines, limits and requirements that relate to the amount and type of information that Third Arc Limited may or must make available to the public or to private entities, and the manner in which such information is made available.

The Customer hereby consents to any and all such 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. The Customer hereby irrevocably waives any claims and causes of action it may have arising from such disclosure or use of the domain name registration information.

Personal Details

Whilst the Customer's email is primarily used for billing purposes, Third Arc Limited reserves the right to email information to the Customer about enhancements to its systems and product offerings. The Customer can unsubscribe from marketing communications within its Third Arc Limited control panel.

Third Arc Limited will not provide any of the Customer's personal information to other companies or individuals without its permission. However, it may need to provide the Customer's details to third parties that Third Arc Limited may use for the purposes of delivering specific services to the Customer.

Contract Terms

This Agreement shall remain in full force during the length of the term of the domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should the Customer choose to renew or otherwise lengthen the term of its domain name registration, then the term of this Registration Agreement shall be extended accordingly. Should the domain name be transferred to another Registrar, the terms and conditions of this contract shall cease.

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To ensure that Customer domains are not lost Third Arc Limited operates a positive renewal system. Customers' domains will be renewed automatically for the term originally registered for unless the Customer opts-out of this service in advance, or payment for the renewal is not received by Third Arc Limited before the renewal date.

Third Arc Limited's domain renewal process is automated; however, it is the Customer's responsibility to check that its renewal has been successful within 14 days of the renewal date. For .uk domains Customers can use Nominet's WhoIs search, and for all other domains the <http://www.whois.org/> website domain lookup facility can be used. Both of these services will allow Customers to lookup the registration details for a domain.

It is the Customer's responsibility to ensure that all outstanding payments have been received by Third Arc Limited for the renewal of its domain name(s), before the renewal date, otherwise the Customer could lose the domain name and all Services associated with that domain name would cease.

Cancellations and Transfers

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.

Customers will be required to complete a Closure Confirmation form, authorising the cancellation of the domain name and its renewal.

On receipt of a completed Closure Confirmation form, the account will be scheduled to close. Third Arc Limited will acknowledge the closure by sending an email to the email address registered on the account.

If Third Arc Limited does not receive the completed Closure Confirmation form within 14 days of sending, the cancellation request will be discarded and the account/package will remain open.

Any domain name registered to the Customer and associated with any of the Services provided by Third Arc Limited will need to be transferred to the new hosting provider before the cancellation date.

The Customer can transfer their domain name away from Third Arc Limited at any time providing that the Customer has no outstanding debts to Third Arc Limited. A standard administration charge of £20 will apply to the transfer of any domain names to another provider. The Customer understands that once the domain name has been transferred or cancelled, any Services associated with the domain name and supplied by Third Arc will cease.

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Any incentives that were offered to Customers when opening their account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives, in the result of a cancellation.

Third Arc Limited, in its sole discretion, may terminate the Customer's password, account (or any part thereof) or its use of Third Arc Limited Services at any time with or without notice. It may immediately deactivate, archive or delete the Customer's account and all related information and files and/or bar any further access to such files or accounts.

Third Arc Limited may in its sole discretion and at any time discontinue providing any of its Products and Services, or any part thereof, with or without notice. The Customer agrees that any termination of its access to these Services under any provision of these Terms of Service may be effected without prior notice.

Refunds

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

In the event that Third Arc Limited cancels the Customer's service, the customer will be entitled to a pro rata refund based upon the remaining period of service. If a Customer contravenes Third Arc Limited's Terms of Service a refund may not be issued in the event of a cancellation.

Limitation of Liability

The Customer agrees that Third Arc Limited 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 Third Arc Limited has been advised of the possibility of such damages, and in particular Third Arc Limited will not be liable for the following:

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

Third Arc Limited shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by its Registrar arising out of or related to the Customer's application, receipt of, or failure to receive a domain name registration.

Third Arc Limited's maximum aggregate liability shall not exceed the greater of:

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(a) the total amount paid by the Customer for registration of the domain name; and
(b) £50.00 (UK Pounds).

Indemnification of Third Arc Limited

The Customer agrees to defend, indemnify and hold harmless Third Arc Limited and its Registrar, including the employees, directors, officers, representatives, agents and affiliates of Third Arc Limited, 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 General Terms of Service.

Disclaimers and Warranties

The Customer represents and warrants that: (a) all information provided in connection with its 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.

The Customer acknowledges and agrees that all domain name registration services provided by Third Arc Limited are provided on an "as is" basis. Third Arc Limited 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. Third Arc Limited makes no representation or warranties of any kind that registrations or use of domain name under this Agreement will immunise the Customer from challenges to the domain name registration or from suspension, cancellation, or transfer of the domain name to the Customer.

No Guarantee. You acknowledge that registration or reservation of your chosen domain name does not confer immunity from objection to the registration, reservation, or use of the domain name.

Third Arc Limited shall not be liable for any services or products to be supplied by any third party.

Third Arc Limited shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any breach of these Terms of Service by the Customer or any act, misrepresentation, error or omission made by the Customer or on the Customer's behalf.

Third Arc Limited will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by the Customer or for any wasted management time or failure to make anticipated savings or liability incurred to any the Customer or any third party arising in any way in connection with these Terms

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of Service 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.

Third Arc Limited shall not be liable for any interruptions to the services or outages arising directly or indirectly from:-

1. interruptions to the flow of data to or from the internet;
2. changes, updates or repairs to the network or software which it uses as a platform to provide the services;
3. the effects of the failure or interruption of services provided by third parties;
4. factors outside of Third Arc Limited's reasonable control;
5. the Customer's actions or omissions (including, without limitation, breach of its obligations set out in these Terms of Service) or those of any third parties;
6. interruptions to the services requested by the Customer.

Third Arc Limited makes no warranty that:

1. Its Products or Services will meet your requirements or expectations;
2. That the Services will be uninterrupted, timely, secure, or error-free;
3. Any errors in the Software or Services will be corrected.

Breach and Revocation

Third Arc Limited reserves the right to suspend, cancel, transfer or modify the Customer's domain name registration in the event that:

- (a) the Customer materially breaches this Agreement;
- (b) the Customer uses its registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;
- (c) the Customer uses its 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) the Customer uses its domain name in connection with material that is slanderous to Third Arc Limited or other associated companies.

The Customer further acknowledges and agrees that its domain name registration is subject to suspension, cancellation or transfer by any procedure, by Third Arc Limited or its Registrars, or by any other country code top-level domain registry administering procedures to correct mistakes by Third Arc Limited, its Registrars or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

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The Customer also agrees that Third Arc Limited 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 Third Arc Limited 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.

The customer acknowledges and agrees that:

- (a) providing inaccurate information;
 - (b) failing to update information promptly; or
 - (c) failing to respond to Third Arc Limited' 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.