

Please note that e-Orchards provide internet based services – web hosting, email, domain management and additional internet services. The company reserve the right to suspend or cancel a customers' access to any or all services provided when an account has been inappropriately used or otherwise.

We reserve the right to change our Terms and conditions when necessary due to the continual evolving nature of our business. It is your responsibility to ensure that you are up to date with our terms and conditions.

1. DEFINITIONS:

In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer/Client") and "we", "us" and "our" refer to e-Orchards. This Agreement explains our obligations to you, and your obligations to us in relation to your use of our services. By selecting our service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional service(s) or to modify or cancel your service(s) (even if we were not notified of such authorisation), this Agreement covers any such service or actions.

2. ACCURATE INFORMATION:

As consideration for the service(s), you agree to:

- (1) provide certain current, complete and accurate information about you as required by the application process; and
- (2) maintain and update this information as needed to keep it current, complete and accurate.

We rely on this information to send you important information and notices regarding your account and our services. In particular you agree that if you fail to notify us in writing by Royal-mail recorded-delivery post, or by the verified contact email of the account holder, any change of address within four weeks of your change of your address then we have the right to terminate your contract with forthwith without notice to

you. Our address for such notifications is : e-Orchards, 41 Kings Drive, Westerwood, Cumbernauld, G68 0HS.

3. FEES AND PAYMENT, TERM, RENEWAL AND TERMINATION:

3.1 As consideration for the Service(s), you agree to pay the applicable Service(s) fees set forth on our Web site at the time you request the Service. All fees are due immediately or where stipulated by terms on an individual basis. Each domain name registration is for an initial term, or such longer term as you may order or as may be required by a particular registry administrator, and is renewable thereafter for successive periods, as set forth during the renewal process. Refunds will only be issued within 7 days of purchase, and only 50% of the domain price will be refunded. We shall endeavour to provide the service(s) outlined in contractual agreement with you. If such service(s) obligation is not met due to our negligence, failure or discrepancy; a refund will be considered where applicable as deemed necessary by us.

3.2 All payments must be in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason you will be liable for an administration charge of the cost accrued by e-Orchards.

3.3 All charges payable by you for the services shall be in accordance with the scale of charges and rates published from time to time by us on our web site and shall be due and payable in advance of our service provision. Charges are exclusive of 'Value Added Tax', which shall be paid additionally by you at the rate prescribed by law on submission by us of a proper VAT invoice.

3.4 You agree to pay all value added taxes related to the Service(s) provided to you hereunder. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less. Customers not liable for UK Value Added Tax should contact us to arrange exemption status.

3.5 Payments processed by credit/debit card will be processed through Paypal, therefore, Paypal user agreements apply.

3.6 ALL FEES ARE NON-REFUNDABLE, IN WHOLE OR IN PART, IF YOUR SERVICE IS SUSPENDED, CANCELLED OR TRANSFERRED PRIOR TO THE END OF THE THEN-CURRENT SERVICE TERM.

3.7 You acknowledge and agree that, to the extent necessary, it is your responsibility to:

- (1) provide all equipment, including a computer and modem, necessary for you to establish a connection to the Internet; and
- (2) provide for your own connection to the Internet and pay any telephone service fees associated with such connection.

3.8 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of services to you;

3.9 Due to the nature of domain name registration, all sales are final. No refunds can be issued 7 days after domain registration. We may take all remedies available to collect fees owed.

TERM OF SERVICE

3.10 Unless otherwise specified, each service is for an annual term, and unless otherwise specified at time of commencement of service, all services will incur an annual fee. Services will not renew automatically. It is your responsibility to renew or cancel services that you no longer require at the appropriate time. Appropriate notices will be provided.

RENEWAL

3.11 Any renewal of your services with us is subject to our then current terms and conditions, including, but not limited to, payment of all applicable service fees at the time of renewal and, in the case of renewal of a domain name registration, the registry administrator's acceptance of such renewal. In the case of domain name registrations, we will attempt to send this reminder by email to the administrative contact on file for the domain name registration. Additional payment terms apply to certain services, as set forth in this Agreement.

3.12 You are solely responsible for ensuring the services are renewed. **WE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE RENEWAL OR ANY ATTEMPT TO RENEW THE SERVICES AS DESCRIBED HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE**

OR ERRORS IN RENEWING OR ATTEMPTING TO RENEW THE SERVICES. The foregoing limitation of liability is in addition to any other limitations of liability set forth in this Agreement.

3.13 Except as otherwise provided in this Agreement, you agree that, during the term of this Agreement, we may:

- (1) revise the terms and conditions of this Agreement; and/or
- (2) change the Services provided under this Agreement, in whole or in part, at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the Service(s) on our Web site, or upon transmission to you at the e-mail address or postal address provided by you for the registrant or administrative contact of your domain name, or such other email address as you may provide in connection with any Service purchased from e-Orchards; provided, however, that terms and conditions for new services shall be effective immediately upon posting on our Web site and will be applicable to you when you order such new service(s).

Your continued use of any Service(s) purchased through us shall constitute your acceptance of this Agreement as well as additional rules or policies that are or may be published by e-Orchards, each with the new modifications. If you do not agree to any of such changes, you may request that your service(s) be cancelled or that your domain name registration be transferred to a different domain name registrar. You acknowledge and agree that such cancellation or request for transfer will be your exclusive remedy and our sole liability if you do not wish to abide by any changes to this Agreement or any additional rules or policies that are or may be published by us from time to time. No refunds for any new or renewed services will be due should choose not to agree to these changes.

TERMINATION

3.14 We shall have the right to terminate this Agreement by notice in writing to the customer if any of the following events occur:

3.14.1 The customer fails to make any payment when it becomes due to e-Orchards.

3.14.2 The customer is in breach of any of their obligations under this Agreement .

3.14.3 A receiver or liquidator is appointed over the customer or any of their assets.

3.14.4 The customer enters or proposes to enter into any arrangements with its creditors, including voluntary arrangements.

3.15 Either party may terminate this Agreement or the service(s) provided under it forthwith by notice to the other if:

3.15.1 The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so.

3.15.2 The other party commits a material breach of this Agreement which cannot be remedied under any circumstances.

3.15.3 The other fails to pay any charges when due.

3.15.4 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court makes an order to that effect.

3.15.5 The other party ceases to carry on its business.

3.15.6 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

3.15.7 If the bandwidth used for traffic to and from the web site is exceeded beyond our considered acceptable use and is deemed by e-Orchards to affect the performance of other client websites. Notwithstanding any other remedies it may have under these Terms and Conditions or in law. We will, in the event that the acceptable bandwidth is exceeded, charge the client an additional monthly fee. Further specified in terms relating to BANDWIDTH within this agreement.

3.16 If any of the events detailed above occur as a result of our default, we may by giving notice to the Client disconnect the service or any part of it without prejudice to our right to terminate this Agreement. Where the service or any part of it is disconnected under this paragraph, the client must pay the charges for the service until this Agreement is terminated.

3.17 Any rights to terminate this Agreement shall be without prejudice to any other accrued rights.

3.18 On termination of this Agreement for any reason: we shall have the right to pursue all amounts owing for the service(s) which shall be due and payable in full on demand and the client shall have no right to withhold or set off such amounts. Further, we may delete all e-mail, websites, and other data stored on the service by the client and re-use the e-mail addresses, domain names not held by the client and web-spaces. We shall not exercise this right for four weeks in the case of termination by us other than for breach by client; and we shall transfer any domain names held by the client to another ISP at the prevailing domain name transfer charge.

ASSIGNMENT

3.19 We may assign or otherwise transfer this Agreement at any time. The client may not assign or otherwise transfer this Agreement or any part of it without our written consent.

SUSPENSION, CANCELLATION, TRANSFER OR MODIFICATION OF SERVICE(S)

3.20 You acknowledge and agree that we may suspend, cancel, transfer or modify your use of the services at any time, for any reason, in our sole discretion and without notice to you. You also acknowledge and agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the services. Without limiting the foregoing, we may, in its sole discretion, suspend, cancel, transfer or modify a domain name registration , for one or more of the following reasons:

3.20.1 To correct mistakes made by us, another registrar, or the applicable registry administration.

3.20.2 To resolve a dispute related to that domain name.

3.20.3 Within thirty (30) calendar days of the creation date of that domain name registration.

3.20.4 If you materially breach this Agreement (including any applicable additional rule or policy) and do not cure such breach within five calendar days of notice by us.

3.20.5 If you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet.

3.20.6 If you use a domain name in connection with unlawful activity.

INTELLECTUAL PROPERTY RIGHTS

3.21 You shall obtain any and all necessary consents and clearances to enable you lawfully to make use of all and any intellectual property rights through the service(s), including without limitation, clearance and/or consents in respect of your proposed domain name or content on your website.

INDEMNITY

3.22 You agree to defend, indemnify and hold harmless the company, its subsidiaries, affiliates, officers, directors, agents, partners, employees and attorneys for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of or related to:

3.22.1 Your use of or connection to the service(s), including, but not limited to, your application for, registration of, renewal of or failure to register or renew a particular service registered in your name.

3.22.2 Your use of any domain name registration or other Service.

3.22.3 Your content.

3.22.4 Your breach or violation of any term, condition, representation or warranty of this Agreement.

3.22.5 Your violation of any rights of others.

3.23 This indemnification is in addition to any indemnification required under the UDRP or any similar policy.

3.24 You additionally agree to indemnify, defend and hold harmless the applicable registry administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your application for and registration of, renewal of, or failure to register or renew, a particular domain name.

LIMITATION OF LIABILITY

3.25 All conditions, terms, representations and warranties relating to the services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.

3.26 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

3.27 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim;

3.28 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.

3.29 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

FORCE MAJEURE

3.30 Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, or boycott, provided that the party relying upon this section shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in

excess of thirty (30) days in the aggregate, we may immediately terminate this Agreement and shall have no liability therefore.

NOTICES

3.31 Any notice to be given by you to us must be sent to our Support team via our Website, by email or mail sent to the address appearing in this Agreement or ancillary application forms or such other address as we may from time to time have communicated to the you in writing; notices sent shall be deemed to be served within 5 working days following the date of posting.

LAW

3.32 This Agreement shall be governed by and construed in accordance with Scottish law and you hereby submit to the non-exclusive jurisdiction of the Scottish courts.

PRIVACY:

3.33 Our privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, we have the right to terminate this agreement forthwith without notice to you. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (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 access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not

responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you intend to license the use of our domain name registration services to a third party, you will remain our customer and you are responsible for complying with all terms and conditions of this Agreement. Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to us the right to disclose to third parties through an interactive publicly accessible registration database. However, all domain registration will be legally registered under e-Orchards and no customer information will be added to the registration database unless otherwise requested by the customer, in which case we, as are all accredited domain name registrars, are also required to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

HEADINGS

3.34 Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

ENTIRE AGREEMENT

3.35 These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

DISCLAIMER OF WARRANTIES

3.36 THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS," AS AVAILABLE BASIS. EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS AN ICANN-APPROVED DOMAIN NAME

REGISTRAR IN SECTION 1(A) OF THIS AGREEMENT, E-ORCHARDS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SERVICE GUARANTEES, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. YOU ARE RESPONSIBLE FOR MAINTAINING AND BACKING-UP YOUR DATA AND INFORMATION THAT MAY RESIDE ON THE SERVICES. E-ORCHARDS FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY: (i) THAT THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS, (ii) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES, OR (iv) THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY US, ITS EMPLOYEES, LICENSEES OR THE LIKE WILL CREATE A WARRANTY OR GUARANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. WITHOUT ANY LIMITATION TO THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNISE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU.

GENERAL

3.37 You agree and acknowledge that any acceptance of your application for the service(s) and the performance thereof will occur at our offices in the UK, the location of our principal place of business.

3.38 Except as otherwise set forth herein, your rights under this Agreement are neither assignable nor transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement void at our option. You

agree not to resell any of the Services without our prior express written consent unless you have a reseller arrangement.

3.39 Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Except as expressly stated herein, this Agreement shall not be construed to create any obligation by us to any non-party to this Agreement.

3.40 The failure of the company to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself. 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. We 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 the company as reflected in the original provision.

SPECIFIC TERMS FOR SERVICES

The following terms relate directly to services:

4. DOMAIN REGISTRATION

Domain Names have a variety of basic rules for registration including acceptable characters. Whilst these vary in some respects from registrar to registrar there are some fundamental rules which apply to all.

As a guideline, see the following:

Permitted Characters	Permitted Length	Additional Rules
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			May not begin or end
.com/.net/.org/.info		From 3 to 63 characters.(Not with a hyphen including the extensions)	
.biz	Letters (a-z)		Only for bona-fide business use
	Numbers (0-9)		
.eu	Hyphens (-)	Must have less than 63 characters.(Not including .eu)	May not begin or end with a hyphen
.co.uk		From 3 to 63 characters.(Not including the extensions)	May not begin or end with a hyphen

N.B Domain names are not case sensitive.

.com/.net/.org/.info

Acceptable characters include letters (A-Z), numbers (0-9), and hyphens (-).

1. These domain names may not begin or end with a hyphen.
2. Must have more than 3 characters and less than 64 characters. (not including .com, .net, .org or .info)

.biz

Acceptable characters include letters (A-Z), numbers (0-9), and hyphens (-).

1. These domain names may not begin or end with a hyphen.
2. Must have more than 3 characters and less than 64 characters. (not including .biz)
3. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purpose.

.co.uk (and other .uk domains)

Acceptable characters include letters (A-Z), numbers (0-9), and hyphens (-).

1. These domain names may not begin or end with a hyphen.
2. Must have more than 3 characters and less than 64 characters. (not including .com, .net, .org or .info)

4.1 Whilst we shall make every effort to ensure that our registration systems do not allow you to bypass these registration rules there are some occasions where this may not be possible and our checking procedures may fail. Clients are always advised to seek guidance if they are at all unsure about the domain

name they have chosen and its validity. Due to the variety of possible causes for the failure of the domain name validity checker, we cannot be held responsible if a customer attempts to register an invalid domain and that this request is subsequently accepted by our systems. Acceptance of the invalid order by our systems does not constitute acceptance of the domains registration by the relevant domain registry.

DISPUTE POLICY

4.2 Registrant agrees, as a condition to submitting this Registration Agreement, and if the Registration Agreement is accepted by us, that on successful registration of any domain name under this Agreement, the Registrant is bound by our current dispute policy and the dispute policy procedures. Registrant acknowledges that the dispute policy described in this clause is the Uniform Domain Name Dispute Resolution Policy (the "URDP Dispute Policy"). Registrant agrees that in respect of the pre-registration or registration of any domain names, other dispute policies may apply as specified by the registry administrator of those domain names from time to time. Registrant agrees that we may change or modify the UDRP Dispute Policy, incorporated by reference herein, at any time. Registrant agrees that Registrant's maintaining the registration of a domain name after changes or modifications to the UDRP Dispute Policy become effective constitutes Registrant's continued acceptance of these changes or modifications. Registrant agrees that any dispute relating to registration or use of its domain name will be subject to the provisions specified in the UDRP Dispute Policy. Without prejudice to other potentially applicable jurisdictions, Registrant submits to the jurisdiction of the courts as provided in the UDRP Dispute Policy. The UDRP Dispute Policy can be viewed at our company website.

NO GUARANTEE OF REGISTRATION OR RENEWAL

4.3 As a domain name registrar, the company is, upon accepting your application to register or renew a domain name, your sponsor for that application. No domain name registrations shall be deemed effective unless and until we deliver the domain name registration or renewal application you provide us to the appropriate registry administrator, as applicable, and that registry administrator accepts your application and activates your domain name registration or renewal. You will be entitled to a full refund only if your registration is unsuccessful.

4.4 You acknowledge and agree that the company does not guarantee that you will be able to register or renew a desired domain name, even if our systems indicate that domain name is available or you are able

to complete an order with respect to such name. You also understand that the company cannot know with certainty whether or not the domain name which you are seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS or other registry databases. You also acknowledge and agree that the company is not responsible for any inaccuracies or errors in the domain name registration or renewal process. You are solely responsible for making sure that your registration or renewal has been properly processed. You further acknowledge and agree that the company may elect to accept or reject your application for registration or renewal for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration or renewal of a prohibited domain name. You also acknowledge and agree that the company is not liable or responsible in any way for any errors, omissions or any other actions by any third party including any registry administrator arising out of or related to your application for and registration of, renewal of, or failure to register or renew a particular domain name.

YOUR REPRESENTATIONS

4.5 By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in connection with such registration, maintenance, or renewal are complete and accurate, and your contact information will be kept current; (b) the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not use the domain name in violation of any applicable laws or regulations or the company's rules or policies. You agree and acknowledge that it is your responsibility to determine whether your domain name registration or use infringes or violates someone else's rights, including, but not limited to, whether any foreign language translations of your domain name, either between roman-alphabet languages, between non-roman alphabet languages, or between roman-alphabet and non-roman alphabet languages, infringe or violate someone else's rights.

DOMAIN NAME REGISTRANT

4.6 All domain names will be registered under e-Orchards with our registry partner Easyspace Ltd. No customer information will be available via the who is database as e-Orchards will be the legal registrant for all domains registered with the company.

4.7 The transfer of a domain name to another registrar or a new registrant by the existing registrant may result in any services associated with the domain name being terminated.

PROVISIONS FOR NON-ROMAN ALPHABET NAMES

4.8 You acknowledge and agree that the company cannot guarantee the functionality of non-roman alphabet language domain names, or that its non-roman alphabet language registration service will be error-free, in that the company cannot know with certainty whether or not the non-roman alphabet language domain name you are seeking to register or renew will be translated properly by the Internationalized Domain Name System. Furthermore, you acknowledge that the company or the registry administrator may be required to suspend, modify or cancel your non-roman alphabet language registration in order to comply with new ICANN or IETF rules, regulations or standards that apply to such registrations.

CHANGES TO THIS AGREEMENT OR TO ADDITIONAL RULES OR POLICIES

4.9 You agree that the company may modify this Agreement, as well as any additional rules or policies that are or may be published by the company as necessary to comply with the company's ICANN agreement, or with any other agreements that the company is currently bound by or will be bound by in the future, or for any other reason in the company's sole discretion.

DOMAIN REGISTRATION INFORMATION AND ITS USE

4.10 In addition to such other information that we may require you to provide in order to obtain the service(s), the company requires that you submit the following information in connection with domain name registration, administration and renewal services:

DOMAIN NAME REGISTRATION, ADMINISTRATION AND RENEWAL SERVICES

4.11 The information you are obligated to provide and keep current in connection with your use of the company's domain name registration, administration, and renewal services is the following:

4.11.1 Your full name (or the name of the entity and authorized contact person, if registration is for an organization, corporation or association), postal address, email address, voice telephone number, and fax number, where available.

4.11.2 The domain name being registered.

4.11.3 The name, postal address, email address, voice telephone number, and where available, fax number for the administrative contact, technical contact and billing contact for the domain name registration.

4.12 You acknowledge and agree that when you renew a domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, the registration may not be renewed, in the company's sole discretion.

ADDITIONAL INFORMATION MAINTAINED

4.13 In addition to the information you provide, we maintain records relating to any domain name application received by e-Orchards, as well as any domain name registered through, administered, or renewed by e-Orchards. We also maintain records relating to other Services that we provide to you. These records may include, but are not limited to:

- The original creation date of a domain name registration, renewal, or request for services;
- The submission date and time of a registration or renewal application, or request for Services to us and by us to the proper registry;
- Communications (electronic or paper form) constituting submissions, forwarding, modifications, or terminations of service and related correspondence between you and us;
- Records of your account, including dates and amounts of all payments and refunds;
- The name, postal address, email address, voice telephone number, and where available, fax number of the zone contact for a domain name;
- The expiration date of a domain name registration; and
- Information regarding all other activity between you and us regarding your use of the services.

ACCURATE DATA

4.14 In the event that (i) in applying for Service(s) or the registration of a domain name you are providing information about a third party, or (ii) you license a domain name registered in your name to a third party, you hereby represent and warrant that you have:

4.14.1 provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and;

4.14.2 obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

4.15 You acknowledge and agree 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 cancellation of your domain name registration or Service(s), in our sole discretion. You further acknowledge and agree that your failure to respond for over fifteen (15) calendar days to an inquiry by e-Orchards concerning the accuracy of contact details associated with your domain name registration shall constitute a material breach of this Agreement and will be a sufficient basis for cancellation of your domain name registration.

4.16 You hereby consent to any and all such disclosures and use of, guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any services (including any updates to such information), whether during or after the term of your registration of a domain name or other service(s). You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by e-Orchards.

4.17 We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

4.18 E-Orchards will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorised access or disclosure or use, or alteration or destruction, of that information. e-Orchards will have no liability to you or any third party to the extent such reasonable precautions are taken.

OWNERSHIP OF DATA

4.19 You acknowledge and agree that e-Orchards owns all database, compilation, collective and similar rights, title and interest worldwide in our domain name and other proprietary information databases, and all information and derivative works generated from those databases. Additionally, you hereby grant to e-Orchards a nonexclusive, worldwide, perpetual, irrevocable, fully paid-up right and license to use in our

business, however it evolves, including the rights to copy, distribute, display, perform, transmit, prepare derivative works from or otherwise use without restriction the following information: (a) the original creation date of a domain name registration or other Service, (b) the expiration date of a domain name registration or other Service, (c) the name, postal address, email address, voice telephone number, and where available fax number of the contact person for a Service, or of the registrant, technical contact, administrative contact, zone contact and billing contact for a domain name registration, (d) any other information concerning a registered domain name or Service that appears or may appear in a WHOIS database or e-Orchards database, and (e) any other information we generate or obtain in connection with the provision of the Services. e-Orchards does not have any ownership interest in your specific personal registration information or other information other than our rights in our domain name and e-Orchards databases.

TRANSFERS; AGENTS AND LICENSES

4.20 You agree that you may not transfer a 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 us. After that time, you may transfer your domain name registration to a third party domain name registrar of your choice, subject to our then-current policies and procedures incorporated herein by reference.

4.21 You agree that if you license the use of a domain name or other service(s) registered in your name to a third party, you nonetheless remain the service holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own 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 the domain name registration or service. As further required by ICANN, you shall accept liability for harm caused by wrongful use of the domain name registration, unless you promptly disclose the identity of the licensee to a party providing you with reasonable evidence of actionable harm.

4.22 You further acknowledge and agree that your domain name registration is subject to suspension, cancellation, transfer or modification pursuant to the terms of any rules or policies applicable to your domain name registration, including, but not limited to (i) the UDRP, (ii) any ICANN adopted policy, (iii) any registrar (including e-Orchards) or registry administrator procedures.. You also agree that e-Orchards shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify your domain name

registration at such time as the company receives what reasonably appears to be (a) an authentic notification from a court of competent jurisdiction, or (b) an arbitration award requiring the suspension, cancellation, transfer or modification of your domain name registration.

GOVERNING LAW

4.23 Except as otherwise set forth in the UDRP or any similar ccTLD policy with respect to any dispute over a domain name registration, this Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of Scotland, as if the Agreement was a contract wholly entered into and wholly performed within Scotland . Except as otherwise set forth in the UDRP or any similar ccTLD policy with respect to any dispute over a domain name registration, any action to enforce this Agreement or any matter relating to your use of e-Orchards site shall be brought exclusively in the courts of Scotland.

4.24 Notwithstanding the forgoing, for the adjudication of third party disputes (i.e., disputes between yourself and another party, not e-Orchards) concerning or arising from use of domain names registered hereunder, you acknowledge and agree that you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (a) of the domain name holder's domicile, and (b) England and Wales.

NOTICES

4.25 You agree that, unless other instructions are posted on the company's website, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or fax, or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight delivery service to each of the parties in accordance with the most current contact information you have provided to us. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon transmission.

5. WEB SITE HOSTING, EMAIL AND DIAL-UP

5.1. Description of Services. The company facilities allow you to send and receive electronic mail via the Internet and publish website(s) on the World Wide Web. You must:

(a) provide all equipment, including a computer and modem necessary to establish a connection to the Internet; and

(b) provide for your own connection to the Internet and pay any telephone service fees associated with such connection.

The company may set a fixed upper limit on the number of messages you may send or receive through the mail service and for the data you can upload to your web site(s) or the number of web sites you can browse using our dial-up; however, e-Orchards retain the right, at its sole discretion, to restrict the volume of messages transmitted or received by you, or uploaded by you to your web site(s) in order to maintain the quality of our services to other customers and to protect associated computer systems. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any third party operating rules or policies and may terminate your mail service if your conduct is found to be inconsistent with this Agreement or such rules or policies.

5.2. The company web space facilities allow you to publish web sites to the Internet or World-wide-web. If you are designing and publishing the web site yourself you must obtain suitable web design software (by purchase if necessary) and FTP upload software (by purchase if necessary). Note that some web design packages contain FTP upload software. The company has no obligation to provide or recommend such software. To receive this email you must connect to the Internet and use suitable POP3 software (e.g. Microsoft Outlook Express), which you may have to purchase if necessary. The company has no obligation to provide such or recommend such software.

5.3. In order to use the email and web services we must host your domain name records. If you transfer your domain name records to a third party in conjunction with a live web site or for any other reason or allow your domain name registration to expire, you will no longer be able to use the email and web services. We will not refund the fees you paid for our web or email services if you elect to transfer your domain name record to a third party.

5.4. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the main server and we shall have no liability for any loss or damage to any data stored within it.

5.5. You must keep current backups of any data posted to our servers. You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the main server.

5.6 You represent, undertake and warrant to us that you will use the website allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that:

5.6.1 You will not use the main server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

5.6.2 You will not post, link to or transmit:

(a) Any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;

(b) Any material containing a virus or other hostile computer program;

(c) Any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

5.7 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

5.8 You shall observe the procedures which we may from time to time prescribe and shall make no use of the main server which is detrimental to our other customers or users.

5.9 In the case of an individual user, you warrant that you are at least 18 years of age and if the user is a company, you warrant that the service(s) will not be used by anyone under the age of 18 years.

5.10 We do not guarantee that the server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.

5.11 Our email forwarding services are free of charge and should not be relied on for business purposes or for any purposes where a failure of such services would result in loss or damage of any kind.

5.12 Pornography and sex-related merchandising are PROHIBITED on any company server.

5.13 Spamming, or the sending of unsolicited email using an email address that is maintained on e-Orchards is STRICTLY PROHIBITED.

5.14 When a website is found to be monopolising available resources (bandwidth, processor utilisation or disk space). The company reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. We may offer the option to provide the service for an additional fee.

5.15 If we identify a mailbox or domain that is causing problems we will remove the offending mailbox or change the settings to resolve the issue. In extreme cases we will disable or suspend service. Common issues that may cause this action to be taken are: mailboxes receiving large volumes of undeliverable email, mailboxes where forwarders are set to other mailboxes where mail cannot be delivered, where mailboxes have forwarders or auto responders that generate circular mail loops. Where large amounts of email are being sent in any given "send/receive" instance the company reserves the right to stop the mail and take action. We will send warnings and contact the customer should this occur. The result may be closure of account, suspension of service or a charge may be applied. The customer should be willing to accept these outcomes.

6. BANDWIDTH:

6.1 Free Data Transfer in a web hosting package is limited to a fixed amount per month. These amounts are clearly published on our hosting page.

6.2 We reserve the right to charge for each MB transferred in excess of those limits at a charge stated on the hosting page.

6.3 We reserve the right to change both the transfer limits and prices at any time without notice.

As a guide we consider reasonable usage as:

- eLite package – 10GB Monthly Bandwidth
- eBusiness package – 20GB Monthly Bandwidth
- ePremier package – 50GB Monthly Bandwidth

7. SERVICE AVAILABILITY

7.1. Our services are subject to scheduled and unscheduled outages which will impact your ability to use our services. We will use commercially reasonable efforts to restore the service after any unscheduled outages.

7.2 We shall not, in any event, be liable for interruptions of service or down-time of the Server;

SYSTEM PERFORMANCE DEGRADATION

7.3 E-Orchards depends upon its own and third party, including registry administrators, computer systems to provide the service(s), and to provide timely information to e-Orchards' customer service. Occasionally, these computer systems are subjected to exceptional volumes of incoming data, service requests, processes, electronic mail messages, and/or WHOIS queries that result in significant degradation of system processing and response time. Regardless of the reason, in those instances when there is system performance degradation, e-Orchards reserve the right, in its sole discretion, to filter or block electronic messages, data and/or processes originating from or travelling to the identified sources of the high volume traffic. We shall attempt to selectively restore service after system performance returns to normal limits, provided that such restoration does not result in an adverse impact on the system. The company further reserve the right to permanently filter or block repeated sources of high volumes of electronic traffic.

7.4 We shall have the right to suspend the services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than thirty (30) days you will be notified of the reason.

7.5 The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you. No more than one log-in session under any one account may be used at any time by you. If your account is found to have been transferred to another party, or shows other activity in breach of this sub-clause, we shall have the right to cancel the account and terminate the service(s) and/or this Agreement immediately.

8. NETWORK CONNECTIVITY & BANDWIDTH

8.1 Please see Section 6 Bandwidth for our bandwidth terms. You accept that you should we have to enforce a charge due to exceeding our Fair Usage Policy or data transfer quota in any billing period, we will charge you for the additional data transfer at our standard rate. Whilst every effort is made to guarantee the bandwidth there may be downtime incurred. You accept that this may occur and there is no liability on e-Orchards.

8.2 Any access to other networks through the service(s) must comply with the rules appropriate for those other networks.

8.3 A number of Internet Protocol Addresses ("IP Addresses") may be assigned to the main server on a temporary basis from the address space assigned by RIPE. You acknowledge that the IP Addresses are the sole property of the service provider and are assigned to you as part of the service(s). Further, you agree that you will have no right to IP Addresses upon termination of this Agreement. We reserve the right to change the IP Address assignments at any time.

8.4 We make no representation and give no warranty as to the accuracy or quality of information received by any person via the service(s).

9. SUPPORT & MANAGEMENT SERVICES

9.1 We will install the software detailed in the product specification onto the hardware in our standard configuration free of additional charge.

9.2 We will endeavour to apply security patches or take mitigating action such as blocking certain network traffic to maintain the integrity of the server when we are made aware of a security vulnerability in Software installed as standard which we deem a threat considering the intended use of the Services for web site hosting, however we do not warrant that the Software will be free from defects or vulnerabilities nor that the Server will be free from unauthorised users or hackers.

9.3 We are not obliged to install onto the Server any additional software for you or modify the configuration of existing software from its default. You acknowledge that should we agree to do so, a charge may be made to cover employee time.

9.4 We provide technical support relating to the Server and Software physically functioning. We do not offer technical support for application specific issues such as CGI programming, HTML or any other such issue with regards to our hosting solutions, however if requested we can carry out these support issues for a fee which is applicable at our discretion.

9.5 We do not provide technical support for your customers.

9.6 Our obligation to provide support and management services will not extend to:

9.6.1 Software or systems not installed as standard by us.

9.6.2 Correction of faults arising from your failure to comply with instructions or recommendations provided by us directly or through documentation and manuals.

9.6.3 Rectification of lost or corrupted data.

9.7 We may at any time and from time to time improve, correct or otherwise modify all or any of the Services (including substituting Software and/or Server with software or equipment of similar specification)

provided that such modification does not materially affect provision of the Services to the you. We will endeavour to give you reasonable notice of any such modification, where this is reasonably practicable.

10. DATA BACKUP

10.1 Unless you purchase a data backup product as an additional cost option, we will make no backups of the data stored on the main server beyond that which is advertised.

10.2 In the event that you purchase a data backup product we will endeavour to make backups of the data stored on the main server and make them available to you in accordance with the specification of the data backup product. However, we do not warrant that any data will be backed up correctly, nor that any successful restoration of data will be possible.

10.3 Regardless of whether you purchase a data backup product, we shall have no liability for any loss or damage to any data stored on the main server or backup mediums.

10.4 We recommend that you make a backup of all data on the main server regardless of whether you have purchased a data backup product. We will not be held liable if a backup is not available to you.

11. USE OF SERVICES

11.1 You shall keep secure any identification, password and other confidential information relating to your account or the services and shall notify us immediately of any known or suspected unauthorised use of the services or breach of security, including but not limited to loss, theft or unauthorised disclosure of your password or other security information.

11.2 You shall observe the procedures which we may from time to time prescribe and shall make no use of the services which is detrimental to our other customers.

11.3 In the case of an individual user, you warrant that you are at least 18 years of age and if the user is a company, you warrant that the services will not be used by anyone under the age of 18 years.

11.4 You are solely responsible for the content of any postings, data or transmissions using the services or any other use of the services by you or by any person or entity.

11.5 You represent, undertake and warrant to us that neither you nor any person or entity will use the services for illegal, disruptive or objectionable purposes.

11.5.1 You will not use the Services in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

11.5.2 You will not upload, post, link to or transmit:

11.5.2 Any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.

11.5.3 Any material containing a virus or other hostile computer program.

11.5.5 Any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

11.5.6 All email sent using the service(s), or which refers to content hosted on the service(s) will be in accordance with applicable legislation (including data protection and electronic communications legislation).

11.5.7 You will not use the service in any manner which interferes with, or disrupts, other network users, services or equipment including, without limitation, unsolicited advertising or chain letters, inappropriate news group or forum posts, wrongly impersonating another user and falsifying one's network identity.

11.5.8 You will not use the service to make or attempt to make unauthorised entry to any other machine accessible location, via the network.

11.5.9 You will not use the Services to host an Internet Relay Chat (IRC) server or bot that is part of or connected to another IRC network or server.

11.6 If we have reasonable grounds to believe that you are or have been utilising the service(s) for any such illegal, disruptive or objectionable purpose, we may immediately, without prior notice to you:

11.6.1 Suspend the Services.

11.6.2 Terminate this Agreement.

11.6.3 Amend, remove or prevent access to the offending material or content.

11.7 You shall defend, indemnify and hold harmless us from and against all liabilities and costs (including reasonable solicitor's fees and litigation expenses) from any and all claims by any entity arising out of your use of the service(s), including those without consent.

12. SUSPENSION

12.1 We shall be entitled to suspend the services and/or terminate this Agreement forthwith without notice to you should you:

12.1.1 fail to pay any sums due to us as they fall due.

12.1.2 break any of these terms and conditions.

12.2 without prejudice to our other rights and remedies, we may at our sole discretion suspend the provision of the whole or any part of the service(s) (temporarily or permanently) and will have no liability to provide the service(s) on the occurrence of any of the following events:

12.2.1 Notified or unscheduled upgrade or maintenance of our IT systems.

12.2.2 Issue by any competent authority of an order which is binding on us which affects the service(s).

12.2.3 We deem at our sole discretion that the network or system resources used by you in relation to the services warrants suspension to protect the services provided by us to all or any of our other customers.