

## Terms and Conditions

In this agreement ("Agreement"), "Registrant", "You" and "Your" refers to the account owner or registrant of each domain name registration ("Customer"). "We", "Us" and "Our" refers to GBI Ltd t/a Swift Hosting ("Swift Hosting") of 85 Great Portland Street, London, W1W 7LT, United Kingdom, Our supplier and the domain name registration service provider ("Service Provider"). Any reference to "Registry" shall refer to the naming authority of the applicable top-level domain name.

The relationship entered into between You and Us is governed by these following terms, which shall apply during, and where necessary after, the period of the commercial relationship between You and Us.

### 1. DEFINITIONS

"Services" means domain name registration, Website hosting, email and any other service or facility provided by Us to You. "Server" means the computer equipment operated by Us in connection with the provision of the Services. "Website" means the area on the Server allocated by Us to You for use by You on the Internet.

### 2. PROVISION OF SERVICE

2.1 This contract covers the provision of Service by Swift Hosting to the Customer. It supersedes and takes precedence over any previous written or oral representations given or made by the company or any representatives of the company. In agreeing to the provision of the Services, the Customer is deemed to have read and understood these terms and conditions.

2.2 Any date proposed either by the Customer or Swift Hosting for the provision of Services is to be treated as an estimate only and Swift Hosting accepts no liability for any failure to meet it.

2.3 Unless We receive a notice in writing from the Customer terminating this contract at any time prior to the renewal date, the Customer will be deemed to renew the contract at the end of their billing period and be subject to the terms and conditions referred to herein.

2.4 Swift Hosting reserve the right to review and amend these terms and conditions. Existing Customers will be notified in advance of any changes being made.

2.5 We aim to reply to all points of contact made with Us within 1 business day. However, during busy periods the response time may be up to, but not more than 3 business days.

### 3. COMPLAINTS AND ABUSE

We are committed to providing high standards of service to Our Customers but understand that sometimes things can go wrong. If You are not satisfied with any part of Our Service then We want to know about it. We will resolve Your complaint as quickly as possible and if appropriate provide an explanation as to what went wrong and how We will seek to resolve it.

You can report all complaints and abuse online via email or by writing to us at our postal address: Unit 41475, PO Box 6945, London, W1A 6US, United Kingdom. We may call You back or write to You depending on the best way to resolve the issue.

When We receive Your complaint, We will acknowledge it within 3 working days. We will then fully investigate it and aim to respond within 10 working days. If the situation requires a longer investigation, We will contact

You within 10 working days to inform You of this and let You know when You can expect Our response. If You are not happy with the explanation We give You, You can request to contact a Customer Service Manager who will review Your complaint and respond to You personally.

If You're not happy with the initial outcome of Your complaint and its regarding a .UK domain name, please feel free to escalate Your issue to Nominet here <https://www.nominet.uk/complaints/>.

#### 4. DOMAIN NAME REGISTRATION

**IMPORTANT** - By registering a domain name ending in .UK (with some very limited exceptions), You enter into a contract of registration with Nominet UK. The contract includes conditions limiting liability and relating to the use of Your personal information. This contract is just for the domain name and separate to other service arrangements. Full details of the Nominet Terms & Conditions can be found at <https://www.nominet.uk/uk-domains/policies/>.

4.1 We make no representation that the domain name You wish to register is capable of being registered by or for You. You should therefore not assume registration of Your requested domain name(s) until You have been notified that it has or they have been registered. Any action taken by You before such notification is at Your risk.

4.2 The registration and use of Your domain name is subject to the terms and conditions of use applied by the relevant naming authority; You shall ensure that You are aware of those terms and conditions and that You comply with them. You shall have no right to bring any claim against Us in respect of refusal to register a domain name. Any administration charge paid by You to Us shall be non-refundable notwithstanding refusal by the naming authority to register Your desired name.

4.3 We shall have no liability in respect of the use by You of any domain name. Any dispute between You and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, We shall be entitled, at Our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

4.4 If You no longer wish to carry on with Your contract with Us, please notify Us no less than 30 days before Your Services are due to be renewed. We shall not release or allow the transfer of a domain name(s) to another Service Provider or other third party unless payment of any outstanding charges are settled in full; Swift Hosting reserve the right to charge a fee to cover the cost of administration required for domain transfer to another Service Provider or other third party. This shall not be greater than £25.00 per domain. The Customer acknowledges that, termination of the agreement for any reason will result in Swift Hosting ceasing to provide the applicable Services, with the consequences that flow from such cessation, including (but not limited to), deletion of data e.g. hosting account(s) and mail boxes.

#### 5. DATA QUALITY POLICY

5.1 When You register a .UK domain, the data You use to create an account will be used to match Your billing data provided, and the data used to register any subsequent domains, furthermore, the data provided cannot be changed once created without the permission and intervention of Swift Hosting. You agree to supply Us with a verifiable registrant name and address and agree to liaise with Us to correct any mistakes, and supply proof when required to do so to help Us validate your data. Should You have made a mistake, please send Your corrected address details and one of these proofs, for individuals; Driving Licence, Valid ID for non-UK residents (for .UK a verifiable UK service address must be used), HMRC Tax Notification (dated last 3 months),

Utility Bill (dated last 3 months), Bank Statement (dated last 3 months). For Businesses; Bank Statement (dated last 3 months), HMRC Tax Notification (dated last 3 months), Utility Bill (dated last 3 months), Company letterhead, Official Company Stamp/Seal. You can contact us and We will endeavour to correct it as soon as possible.

5.2 We reserve the right should We not be able to verify your given details to use third party resources such as the electoral role and for businesses, to check with Companies House or business directories to enable Us to correctly and quickly verify Your registrant data.

5.3 Data quality contributes to the security of the UK namespace, and allows the relevant authorities to act quickly to protect the public should they need to. Should We not be able to validate any data that we feel needs secondary examination and has set off other alerts, We reserve the right to place a Registrar Data Quality Lock on the domain contact, this will suspend the domain and any other domains associated to the contact. In the event of Nominet contacting Us regarding invalid data, we will immediately place a Data Quality Lock on the domain or domain contact. We reserve the right when data validation has failed to delete the contact and all domains associated in line with Nominet's terms of use and data policy. Full details of the Nominet Data Quality Policy can be found at <https://www.nominet.uk/uk-domains/policies/>.

## 6. RENEWAL AND EXPIRY POLICY

6.1 All domains are renewed on an annual basis (unless otherwise stated on Your invoice), reminder emails will be sent 60 days, 30 days, 15 days, 7 days and 1 day prior to the renewal date. We will send the emails to the email address on the account, it is the Registrant's responsibility to make sure their contact details and payment information are up to date. We take no responsibility if Your domain renewal fails due to Your contact details or payment information being incorrect.

6.2 If You do not wish to renew a domain name please make sure You notify Us of this at least 30 days before Your domain is due to expire. If You request that You no longer wish to have Your domain name renewed by Us, it will be left to expire and all Services associated with that domain name will be suspended.

6.3 Following the expiry date a domain may enter a grace and/or redemption period. Certain registries do not allow for grace and/or redemption periods. For .UK domain names, if You do not renew Your domain before its expiry date, Your domain name will go into a 30 day protected period, after 30 days Your domain will be suspended by Nominet and it will go into a 60 day grace period. If You change Your mind and wish to retain Your domain name, You can still renew Your domain name at the original renewal price plus an additional fee of £25.00. We must receive Your request before the 40th day after Your domain has expired, after 90 days Your domain name will be cancelled and deleted from the register by Nominet and made available for resale to the general public on a first come, first served basis through a third-party registrar. For all other domain names (.com, .net, .org, etc) if You do not renew Your domain name before the expiry date there is a £75.00 charge for late renewals. Swift Hosting will not guarantee the renewal of a domain name after it passes the expiry date.

6.4 Domains from registries which do not allow for a grace and/or redemption period may be unrecoverable by the You or Swift Hosting following the expiry date and in such circumstances Our agreement with You for that domain(s) will terminate immediately and without liability to Swift Hosting. Further, We are under no duty to attempt to recover such domain(s).

6.5 You acknowledge that on the next calendar day after a domain has expired, Swift Hosting may in its sole discretion carry out the following actions:

6.5.1 renew the domain;

6.5.2 park the domain on different name servers from those set by the Customer including the Swift Hosting name servers; and/or

6.5.3 where the relevant registry does not allow for grace or redemption periods, clause 6.4 above shall apply.

6.6 Provided that the relevant registry for the domain(s) allows a grace period, the Customer acknowledges that it has up to 40 days following expiry of the domain(s) to contact Swift Hosting to retrieve and renew the domain(s) provided that the Customer pays for said renewal in full and in cleared funds.

6.7 On receipt of the renewal fee by Swift Hosting within that period, the Customer will retain ownership of the domain(s) and as soon as reasonably practicable We shall restore the domain(s) to the Customer's account.

6.8 The Customer acknowledges that provided We obtain explicit consent from the registrant, We may at Our sole discretion take steps to transfer the domain name into Our name.

6.9 If We do not receive the renewal fee within the first 40 days following a domain's expiry date then Our agreement with the Customer for that domain(s) will terminate immediately and without liability to Us.

6.10 Swift Hosting endeavours to renew domain(s) on behalf of the Customer. However, We make no guarantee that attempted renewals, including attempts to renew expired domains, will be successful and it is the Customer's responsibility to check the WHOIS database, and any other source, to ensure the domain(s) has been renewed.

## 7. WEBSITE HOSTING AND EMAIL

7.1 We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and We shall have no liability for any loss or damage to any data stored on the Server.

7.2 You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.

7.3 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;

7.3.1 You will not use the 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;

7.3.2 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;

(d) sending of unsolicited email messages;

7.3.3 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;

7.3.4 You shall observe the procedures which We may from time to time prescribe and shall make no use of the Server which is detrimental to Our other Customers;

7.3.5 You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and a secure manner;

7.3.6 Any access to other networks connected to Swift Hosting must comply with the rules appropriate for those other networks.

7.4 While We will use every reasonable endeavour to ensure the integrity and security of the Server, 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 mis-routing of email or for any other failure of email.

7.5 Within the standard domain registration package We will undertake to setup, free of charge, email forwarding, together with web forwarding. Any changes to these details must be requested via the customer portal or in the form of an email. The estimated time to implement these changes will be 24 hours from receipt of any such request. Post-registration update requests may be subject to an administration charge.

7.6 If We are contacted by a Customer who is experiencing an issue with their email and if after investigation of the issue, the problem is found to be with the Customer's computer and/or equipment then a charge will be made to cover Our time.

7.7 The Customer is entitled in this contract to transfer a maximum of 2GB of data per month without incurring any additional charges. Any transfer in excess of this figure will result in a charge of £2.00 per 100MB or any part of it of data transferred per month. Payment is expected within 7 days. Failure to pay any excess charge will result in termination of Your account.

7.8 Upgrades and other changes to Our network, including, but not limited to changes in its software, hardware, and Service Providers, may affect the display or operation of Customer's hosted content and/or applications. We reserve the right to change Our network in Our commercially reasonable discretion, and shall not be liable for any resulting harm to Customers.

## 8. RESELLER TERMS AND CONDITIONS

8.1 If You are or become a reseller of Our Services You will continue to be bound by these terms and conditions; You will be responsible for ensuring that Your customers are bound by terms and conditions that adequately reflect and give effect to these.

8.2 You shall not incur or purport to incur on Our behalf any liability nor in any way pledge or purport to pledge Our credit or to make any contract binding on Us.

8.3 No default by Your customers shall in any way affect, modify or limit Your obligations under this Agreement.

8.4 Resellers and their customers who use Swift Hosting Services are also subject to the terms and conditions of use applied by the relevant Registry; You shall ensure that You are aware of those terms and conditions and that You comply with them.

## 9. SERVICE LEVEL GUARANTEE

9.1 Our network consists of multiple redundant paths and redundant equipment which enables us to offer 99.9% network availability. This excludes scheduled maintenance, emergency maintenance, DDoS attacks, force majeure and hardware failures within your server.

9.2 We shall use Our reasonable endeavours to make available to You at all times the Server and the Services but We shall not, in any event, be liable for interruptions to the Service or down-time which is beyond our control.

9.3 We are so confident in our infrastructure that we will offer you credit against your account to compensate for any failures on our end to meet this service level. The maximum credit you can claim will not exceed the monthly bill for the server or service (pro-rata). We will compensate you with one day of credit for your server or service for every 24 hours of downtime due to network or power.

9.4 You will need to make your claim within 15 days of the failure in question. Your claim must be made by submitting a ticket through your customer portal to our billing department. The ticket must clearly show evidence of outage, date of outage, start time and end time. If a ticket has not been raised to inform us of an outage, we will be unable to process your claim.

9.5 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 30 days You will be notified of the reason. Our service level guarantee is not applicable under this clause.

## 10. PAYMENT AND REFUND

10.1 All payments must be in British Pound Sterling (GBP) unless stated otherwise. If Your cheque is returned by the bank as unpaid for any reason, You will be liable for a "returned cheque" charge of £25.00.

10.2 Internet bank transfers to the bank account details listed on invoices are accepted.

10.3 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 website and shall be due and payable in advance of Our service provision, or as indicated on the invoice.

10.4 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. A late fee calculated at 10% of the total invoice value will be automatically applied on all lapsed accounts.

10.5 If You opt for subscription based billing, You hereby give Us permission to collect payment for an invoice when they are due. If You continue to use it while ordering new Services, You hereby give Us permission to alter the subscription to include or remove Services due for payment. You may cancel Your subscription at any time.

10.6 We offer a 7 day money back guarantee. If under the circumstances the Customer is not happy with Our Services, We agree to provide a full refund of the Service, excluding any setup fees, fees related to domain names, control panel and/or control panel add-on fees. This policy is void if (a) Customer shows signs of knowing they will cancel within 7 days (b) Customer signs up for the purpose of cancelling (c) if Customer has, or previously had in the past, an active Service. Customer needs to cancel their account via the customer portal and specify for immediate cancellation. After doing so, open a ticket with the billing department requesting a refund. Note that Services purchased under a promotion, with or without a promo code, are

excluded from the 7 day money back guarantee. Any funds sent to Us which is in excess of the amount owed can only be reimbursed in the form of account credit unless agreed otherwise.

## 11. INTELLECTUAL PROPERTY RIGHTS

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 Services, including without limitation, clearance and/or consents in respect of Your proposed domain name; Intellectual property rights for all coding, programming, design, inventions and ideas created by Swift Hosting remain the sole property of Swift Hosting unless specifically agreed otherwise in writing.

## 12. COPYRIGHT

You shall obtain any and all necessary consents and clearances to enable You lawfully to make use of all and any material that is subject to copyright through the Services, including without limitation, clearance and/or consents in respect of Your proposed domain name; Swift Hosting retain copyright of any artwork, coding, programming, design, inventions and ideas created by Swift Hosting unless specifically agreed otherwise in writing.

## 13. INDEMNITY

You shall indemnify Us and keep Us indemnified and hold Us harmless from and against any breach by You of these terms and conditions and any claim brought against Us by a third party resulting from the provision of Services by Us to You and Your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by Us in consequences of Your breach or non-observance of this Agreement.

## 14. TERMINATION

Termination by Swift Hosting:

Without prejudice to Our other rights and remedies under this Agreement;

14.1 if You fail to pay any sums due to Us as they fall due, We may suspend the Services and/or terminate this Agreement forthwith without notice to You;

14.2 if You break any of these terms and conditions and You fail to correct the breach within 30 days following written notice from Us specifying the breach, We may terminate this Agreement forthwith without written notice;

14.3 if You are a company and You go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with Your creditors, We shall be entitled to terminate this Agreement forthwith without notice to You;

14.4 on termination of this Agreement or suspension of the Services We shall be entitled immediately to block Your Website and to remove all data. We shall be entitled to delete all such data but We may, at Our discretion, hold such data for such period as We may decide to allow You to collect it at Your expense, subject to payment in full of any amounts withstanding and payable to Us. We shall further be entitled to post such notice in respect of the non-availability of Your Website as We think fit.

Termination by the Customer:

14.5 The Customer can terminate this contract at any time. Termination notices must be sent to us online or by writing to our postal address: Unit 41475, PO Box 6945, London, W1A 6US, United Kingdom. The Customer will be entitled if they so wish to continue with the contract until the expiration of the contract period or alternatively the Customer may request the immediate termination of the contract. In either case, the Customer will not be entitled to a refund of any monies paid under this contract.

## 15. LIMITATION OF LIABILITY

15.1 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.

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

15.3 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.

15.4 In any event no claim shall be brought unless You have notified Us of the claim within 1 year of it arising.

15.5 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.

## 16. FORCE MAJEURE

Swift Hosting is not liable for any breach of this contract if the breach was caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of omissions of government, highway authority or other competent authority, Swift Hosting's compliance with any statutory obligation, industrial disputes of any kind (whether or not involving Swift Hosting employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts of omission of persons whom Swift Hosting is not responsible (including in particular other telecommunication service providers), or any other cause whether similar or dissimilar outside Swift Hosting's reasonable control.

## 17. NOTICES

Any notice to be given by either party to the other may be sent by either email, or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by recorded delivery shall be deemed to be served two days following the date of posting.

## 18. LAW

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom and You hereby submit to the non-exclusive jurisdiction of the English courts.

## 19. HEADINGS

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

## 20. ENTIRE AGREEMENT

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.