

CYBERSCAPE: Terms and Conditions

1. DEFINITIONS

We/Us/Our means **CYBERSCAPE** (Carr Royd Parks Ltd.), Sower Carr Lane, Hambleton, Lancashire FY6 9EQ

You/Your means the person/company with whom CYBERSCAPE is entering into this contract

Equipment means all equipment left on your premises enabling the service to be provided to you.

Premises means the property at which the service is to be enabled

Duration of Contract means minimum period

Minimum Period means a period of not less than 12 months from the start of the contract

Start Date means the date at which the service is made available to you

The Contract means these terms and conditions, the technical requirements, the price quoted and the registration details

Registration details means the details provided by you upon registering for the service

Charges means the price payable by you for the Service

Price List means the price as detailed on our quotation/contract

Technical Support means the support provided by CYBERSCAPE to report faults or obtain assistance where necessary from a third party

Technical Requirements means the minimum hardware specification to enable CYBERSCAPE to provide the Service

2. USE OF THE SERVICE

2.1 The service shall not be used

(a) In a way that does not comply with the terms of any legislation or any licence applicable to you or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

(b) without prejudice to the generality of (a) above, in connection with the carrying out of a fraud or criminal offence against CYBERSCAPE and/or its agents or any public telecommunications operator;

(c) to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights;

(d) to send or procure the sending of any unsolicited advertising or promotional material;

(e) in a way that does not comply with any instructions CYBERSCAPE or its agents has given under Clauses 6.6 and 6.10;

(f) in a way that in CYBERSCAPE'S or its agents' reasonable opinion could materially affect the quality of any telecommunications service, including the Service, provided by CYBERSCAPE;

2.2 CYBERSCAPE shall have the right to enforce such provisions set out in Clause 2.1

above by suspending or terminating the provision of the Service to you if CYBERSCAPE knows you are in breach of such obligations.

2.3 You will indemnify CYBERSCAPE and/or its agents against any claims or legal proceedings that are brought or threatened against CYBERSCAPE and/or its agents by a third party:

- (a) because the Service is used in breach of Clause 2.1 (a) to (f) inclusive; or
- (b) in circumstances where you are in breach of Clause 2.2.

2.4 You will notify CYBERSCAPE of any such claims or proceedings referred to in Clause 2.3 and keep CYBERSCAPE informed as to the progress of such claims and proceedings.

3. CHARGES

3.1 The Charges shall apply from the Start Date. You shall pay the Charges in accordance with the payment terms set out.

3.2 Charges for CYBERSCAPE 's are subject to VAT at the applicable rate.

3.3 Charges may be altered to accommodate any increase or decrease in wholesale charges made by a third party. Notice will be given as soon as we are informed by that party of any changes.

4. YOUR DETAILS

4.1 The Registration Details that you provide shall be true, accurate and complete. You agree to inform CYBERSCAPE of any changes to your Registration Details immediately by e-mail addressed to admin@cyberscape.net

4.2 CYBERSCAPE will respect your personal information and undertakes to comply with all applicable UK Data Protection legislation.

4.3 In relation to your Registration Details, you agree and hereby consent to CYBERSCAPE passing those details to such other third parties as may be necessary in order to provide and operate the Service and install the Equipment.

4.4 Other than as required by law, or as permitted under these terms and conditions, CYBERSCAPE shall not disclose your Registration Details to any third party without your permission.

5. OUR OBLIGATIONS TO YOU

5.1 In consideration of the Charges, CYBERSCAPE shall provide the Service in accordance with the terms and conditions. You acknowledge that CYBERSCAPE 's provision of the Service and its ability to provide the Service may be dependent upon a third party and its ability to provide all parts of the Service to CYBERSCAPE. You acknowledge that there may be technical limitations that inhibit the installation of

Equipment and/or activation of the Service. CYBERSCAPE agrees to notify the third party of any issues concerning the Service that you bring to CYBERSCAPE 's attention.

5.2 CYBERSCAPE does not accept any responsibility for any defects or errors in either the Service or the Equipment.

5.3 CYBERSCAPE will endeavour to make available the Service to you by the date that has been agreed with you. However, you acknowledge that dates are for estimate purposes only and therefore CYBERSCAPE has no liability for any failure to meet any agreed date.

5.4 You acknowledge that CYBERSCAPE cannot warrant that the Service will be error or interruption free. The Service may be suspended for operational reasons (such as maintenance or Service upgrades) or because of an emergency. Before suspending or interrupting the Service (as aforesaid) CYBERSCAPE shall give you as much notice as possible.

5.5 Regarding ADSL, the obligations of CYBERSCAPE to provide the Service shall be conditional upon the Technical Requirements being satisfied. You acknowledge that the Service shall not be available to you outside the Service Availability Area and that:

- (a) in the case of ADSL broadband it will only be available to you if you have a valid contract for the use of an analogue direct exchange line which terminates on a master socket forming part of your telecommunications network; and
- (b) you have a suitable PC; and
- (c) your address falls within the Service Availability Area.

5.6 You acknowledge that it is technically impracticable to provide a fault free Service and CYBERSCAPE cannot undertake to do so. CYBERSCAPE shall provide a Helpdesk Facility to enable faults to be reported and resolved.

5.7 Except as may be expressly stated in these terms and conditions, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose) are hereby excluded to the fullest extent permitted by law.

5.8 CYBERSCAPE shall endeavour to provide the Service to you at the Access Option rate selected by you. You acknowledge that due to contention on both the BT network and CYBERSCAPE 's access link, the speed of access may be reduced at times.

5.7 For design and domain registration services where controlled by Cyberscape, we will work with you to keep your domains safe with the Naming Body, contacting you when renewals are due or, in the case of design work, to keep you informed of new ideas to keep your website current. Design work remains the property of Cyberscape until your account is paid in full for work per quotations when it becomes your property.

6. YOUR OBLIGATIONS TO US

6.1 To allow the installation and use of the necessary Equipment at your Premises, you will at your own expense:

- (a) obtain such consents, including consents for any necessary alterations to

buildings as may be appropriate;

(b) take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as may be advised as necessary; and

(c) provide any electricity and connection points required by CYBERSCAPE and its agents (including BT). All such preliminaries must be completed in advance of any installation work.

6.2 Once installation has been paid in full, you have ownership of the equipment. You are responsible for the Equipment and must not add to, modify or in any way interfere with it nor allow anyone else (other than someone authorised by CYBERSCAPE) to do so in any way that could interfere with the service.

6.3 You will provide CYBERSCAPE (or its agents including, without limitation, BT or other third parties acting on CYBERSCAPE 's behalf), upon production of a valid identity card, with access to your Premises or other premises outside the control of CYBERSCAPE (or its agents) during reasonable hours on a pre-agreed date so as to enable any assessment and work that may be necessary in order for you to receive the Service and for CYBERSCAPE to carry out its obligations under the Contract. You will be responsible for any costs incurred by or on behalf of CYBERSCAPE (where appropriate) if you are not available at the pre-arranged time and date. You acknowledge that CYBERSCAPE (and/or its agents) will normally only require access during its usual working hours.

6.4 You agree to provide a suitable and safe working environment for the employees of CYBERSCAPE and its agents at your Premises.

6.5 You agree to co-operate with and comply with the requests CYBERSCAPE and/or its agents including, without limitation, BT, in respect of any direction they may give as to any changes that may be required to the environment in which the Service is to operate and the configuration/compatibility of any equipment (including the BT Equipment).

6.6 You agree that you will be responsible for any Equipment that may be provided to you for the purpose of receiving the Service and that you will be responsible for all charges necessary to access and use the Service and that you will use any equipment connected or used with the Service in accordance with any instructions, safety and security procedures applicable to it.

6.7 You agree not to remove the Equipment from the Premises and to notify CYBERSCAPE of any proposed move. You agree to permit CYBERSCAPE or its agents to access and enter the Premises to re-collect the Equipment in the event of your moving.

6.8 You agree that as part of your wish to take part in the Service, some minor modifications may need to be made to your PC to make it operate with the Service. It is your responsibility to ensure that such modifications do not invalidate the terms of any warranty you may have concerning your PC. CYBERSCAPE shall incur no liability for any claim that your warranty has been invalidated (if applicable) as a result of work carried out by CYBERSCAPE or its agents (including BT) in order to make your PC operate with the Service.

6.9 With Internet connections you will be allocated both a user name and a password in order to access the Service and you will be responsible for keeping your password confidential and agree to take all necessary steps to ensure that it is kept secure and is not disclosed to any unauthorised person.

6.10 You acknowledge that CYBERSCAPE and/or its agents (including BT) may give you instructions from time to time which they believe are necessary for health, safety or quality of other telecommunications services provided by BT to you.

7. PROPRIETARY RIGHTS

7.1 All title, interests, and rights (including intellectual property rights) in the Service remain in CYBERSCAPE. You acknowledge such title, interest and rights and you shall not take any action to jeopardise, limit or interfere in any manner with our title, interests or rights with respect to the Service including, but not limited to, using our trademarks or trade name.

8. AMENDMENT OF THESE CONDITIONS

8.1 CYBERSCAPE reserves the right to amend the terms of this Agreement or the nature of the Service (where the technical specification of the Service is varied or to coincide with any amendment made by BT) at any time and CYBERSCAPE will inform you of any such changes through e-mail, newsletter or such other medium, as CYBERSCAPE considers appropriate.

9. LIMITATION OF LIABILITY

9.1 Neither party shall be liable to the other, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data arising in relation to this Contract including, without limitation, CYBERSCAPE's ability to provide the Service.

9.2 The liability of CYBERSCAPE in contract, tort (including negligence) or otherwise in relation to this Contract is limited to the fees paid by you to CYBERSCAPE in the year (commencing from the Start Date or any anniversary of the Start Date) in which the liability first arose.

9.3 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

10. MATTERS BEYOND THE PARTIES' REASONABLE CONTROL

10.1 If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving that party's employees), or acts of local or central Government or other competent authorities or events beyond the reasonable control of that party's suppliers, the party will have no liability to the other for that failure to perform.

10.2 If any of the events detailed in Clause 12.1 continue for more than 3 months either party may serve notice on the other terminating this Contract.

11. TERMINATION

11.1 You may cancel the Service at any time before the Start Date. If you do cancel the Service you must pay CYBERSCAPE any applicable charges.

11.2 If you decide at any time during the Minimum Period to discontinue or transfer the Service to another property you must pay CYBERSCAPE all remaining Charges for the Minimum Period. In addition where you request to transfer the Service to another property (subject to availability of the Service at the new property) a new agreement for another minimum period with the associated Charges must be entered into.

11.3 Either party may terminate this Contract immediately, on notice if the other:

- (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (b) commits a material breach of this Contract which cannot be remedied; or
- (c) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over their assets; or

(d) the Contract between CYBERSCAPE, its wholesaler and BT enabling CYBERSCAPE to provide the Service is terminated; or

(e) for ADSL you no longer have a valid contract for the use of an analogue direct exchange line as referred to in Clause 5.5(a).

11.4 If any of the events detailed in 11.3 occur as a result of your default, CYBERSCAPE may suspend the Service without prejudice to its right to terminate this Contract. Where the Service is suspended under this Clause 11.4 you must pay all the Charges due in respect of the Service until this Contract is terminated.

11.5 Either party may terminate this Contract on giving at least 30 days notice to the other, such notice to take effect no earlier than the expiry of the Minimum Period.

11.6 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach and such waiver shall be in writing signed by the waiving party and notified to the other.

11.7 Termination in accordance with this Clause 11 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party and all provisions which are expressed to survive this Agreement or impliedly do so shall remain in full force and effect.

12. MISCELLANEOUS

12.1 The Contract shall be governed by and construed in accordance with English Law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or in connection with the Contract.

12.2 This Contract constitutes the entire agreement between the parties and supersedes representations, communications and prior agreements (oral or written). The clause shall not apply to any statement, representation, or warranty made fraudulently, or to any provision of this Contract that was induced by fraud for which the remedies available shall be all those available under the law.

12.3 Any notice or other communication to be given under the Contract must be in writing to the other party and may be delivered or sent by pre-paid first class letter post or fax transmission to be served on the party to their last known address. Any

notice or document shall be deemed served if delivered, at the time of delivery; posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

12.4 This Contract shall not be assigned, sub-contracted, novated, sub-licensed or otherwise disposed of by you. CYBERSCAPE reserves the right to assign, sub-contract or otherwise transfer its obligations to provide the Service to any third party.

12.5 The illegality, invalidity or unenforceability of any provision in this Contract shall not affect the continuation in force of the remainder of this Contract.

12.6 A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms. This clause does not affect any right or remedy of any person that exists or is available or otherwise than pursuant to that Act.

13. THIRD PARTY SERVICES

In cases where CYBERSCAPE provides a service through a third party (for example, Internet Naming Bodies or ADSL/Broadband provision via a third party, you also agree to the Terms & Conditions of the relevant third party. These will be provided to you at the time you enter into a contract of service with CYBERSCAPE.

14 - 1. DOMAIN RENEWAL AND EXPIRY POLICY

All domains are renewed on an annual basis, we will send out reminder emails 60 days, 30 days, 14 days, 7 days and 1 day before expiry. We will send the emails to the email address on the account, it is the registrants responsibility to make sure their contact details are up to date. CYBERSCAPE take no responsibility if your domain renewal fails due to your contact details being incorrect. If you do not wish to renew a domain please make sure you contact us a minimum of 30 days before your domain expires by emailing us at CYBERSCAPE.

If you do not renew your domain before its expiry date it will have all services we provide suspended and you will have up to 30 days (protected period) after to renew the domain name at the original renewal fee. Please log into the client portal area to view renewal fees. After 30 days your domain will be suspended and will go into a 60 day grace period which you can still renew your domain name but with an additional redemption fee of £75 + VAT. This must be requested by email before the 75th day after your domain has expired, 90 days after your domain has expired it will be cancelled and deleted from the register. CYBERSCAPE will not guarantee the renewal of a domain name.

By renewing your domain name you agree to the Terms & Conditions of both CYBERSCAPE and the Naming Body (e.g NOMINET)

14 - 2. COMPLAINTS & ESCALATION PROCESS

Here at CYBERSCAPE we like to think we get it right all the time, every time but the truth of it is everyone gets it wrong from time to time. We can only improve on our services with valid feedback from you, our customers.

If you wish to make a complaint about a service you have received, please submit an email to us at admin@cyberscape.net including as much detail from the issue you

have. We will acknowledge your complaint within 1 business day and aim to resolve any issues within 5 business days.

If you're not happy with the initial outcome of your complaint, and it relates to a (.uk) domain, than please feel free to escalate your issue to Nominet (the .uk registry) here:

<http://www.nominet.org.uk/disputes/complaining-about-registrar/complaints-procedure>