

Our Pages Ltd's Registration and User Conditions.

These Registration and User Conditions have been posted on this web-site since January 14th 2011. Customers, who may wish to read again the previous version of the terms they agreed to, should click the link [archived versions](#).

Click this link [Friendly Introduction](#) to read a brief overview explaining why we need such lengthy conditions!

1(a). The following Registration and User Conditions will hereinafter be called "**this Agreement**"; irrespective as to whether or not the Customer made contact with the Registration Agents directly or was referred to them by a third party the Customer agrees unequivocally that **the only parties to this Agreement are Our Pages Ltd** - Company Number 1557657 whose registered office is situated at The Lilies, Griffe Grange Valley, Grangemill, MATLOCK, Derbyshire DE4 4BW, England, referred to, throughout this Agreement, as the "**Registration Agents**" and the Individual, Sports or Social Club, Society, Team, Band, Orchestra, Church or other Organisation, or Business, whether trading as a sole trader, partnership or company, who subscribe to use the Personal Domain Service and who will be referred to, throughout this Agreement as "**the Customer**".

1(b). The Customer or, if it is an Organisation, the individual, who has the authority to act on its behalf, must confirm, by clicking a box during their on-line registration procedure, that they **can read, write and understand English and irrevocably accept this Agreement in its entirety**, before they are able to complete their on-line subscription to have a Personal Domain Name and have it hosted on the Registration Agents' servers; the provision of this specific personal domain registration-hosting service, and the provision of 16MB of server space and 10 MB per day (300 MB per month) of bandwidth, for the Customer to create, display and administer a web-site is collectively referred to throughout this Agreement as "**the Personal Domain Service**" and will be subject to the conditions set out in this Agreement.

2(a). The length of time for initially using the Personal Domain Service is decided by the Customer when completing their on-line subscription; this must be for a **minimum of one year** but, to fix costs, Customers are allowed to subscribe for a maximum of two years (hereinafter referred to as "**the duration period**").

2(b). The Customer must make a payment of twelve pounds sterling per year, inclusive of VAT, to the Registration Agents by debit or credit card (hereinafter referred to as the "**initial subscription**"). If subscribing for more than one year, the Customer must prepay for each year of the duration period (currently for a maximum of two years). As a precaution against Internet Card fraud, all on-line Credit and Debit Card payments will be held on trust for a period of 90 days prior to the Registration Agents being entitled to receive them.

2(c). The Customer will have the option (by accessing their [Administration](#) Controls) to **extend the duration period, upon its expiry**, for a further one year (the minimum period) or another two years (the current maximum period) by requesting to [renew](#) their use of the Personal Domain Service and making a further payment (hereinafter referred to as the "**renewal subscription**") at the rate in force at the time the renewal subscription is paid and the duration period will be extended accordingly.

2(d). The Customer can subscribe for additional bandwidth or server space or both, (hereinafter referred to as the "**supplementary subscription**"), at the rates set out in [item 8\(a\)](#) and [item 9\(c\)](#) of this Agreement and if the Customer has paid for the initial or renewal subscription in advance to guarantee their future subscription costs, in accordance with [item 2\(a\)](#), then they must ALSO prepay their supplementary subscriptions for the residual term of the duration period. **The Customer's**

renewal subscription will increase to include the cost of the supplementary subscriptions.

2(e). The Customer agrees that they will ONLY be entitled to a refund of any subscriptions paid in advance in the unlikely event of the Registration Agents discontinuing the Personal Domain Service and for no other reason.

2(f). If the Registration Agents do discontinue the Personal Domain Service, the Customer will be able to [make a claim](#) to be repaid one twelfth of the annual subscription that they paid in advance, (including any supplementary subscriptions), for each month of their unused residual subscription period.

2(g). Only after the Registrations Agents have made available the Personal Domain Service for use by the Customer for a 3 months period of the initial subscription or the renewal subscription period, will they be irrevocably entitled to retain the initial or the renewal subscription for the residual term of the initial or the renewal subscription period.

2(h). The Customer accepts that they will have no claim whatsoever for any interest earned on funds held by the Registration Agents in respect of subscriptions they paid in advance and/or unpaid commission due to them for their introduction of new Customers to use the Registration Agents services.

2(i). If the Customer wishes to cancel their initial subscription, for whatever reason, within 7 days after authorising their payment (hereinafter referred to as **their 7 days' trial period**), in accordance with the provisions of the Consumer Protection (Distant Selling) Regulations 2000, they can request and receive a 'no quibble' [refund](#) on-line, the payment being conditional that the refund is used to **either** cancel the authorised payment for the initial subscription, so that neither transactions will appear on the card holder's statement, **or**, if the Customer's card has been already debited for the initial subscription by their Card Issuer, then the refund is ONLY re-credited to the card used by the Customer for authorising that payment; in this case, any charges, made by the Card Issuer or any currency fluctuations, will be at the sole commercial risk of the Customer who agrees to accept the credit in full and final settlement, even if the amount differs from that originally paid.

2(j). The amounts of the initial subscription and the renewal subscription may be varied, from time to time, by the Registration Agents or at their sole discretion, they may or may not vary them because of any changes the UK Government makes to the VAT rate (sales tax); existing Customers will be given one months' advance notice, by e-mail, of any variations; **this will not affect any subscriptions that have been paid for in advance.**

3(a). If the Customer does not apply for a [refund](#) during their 7 days' trial period, with or without making use of the [free optional software](#), then the Customer implicitly agrees that their initial or any renewal subscriptions are not refundable and that all information, provided when completing their on-line registration process to use the Personal Domain Service, is true, complete and accurate.

3(b). The Registration Agents will allow the Customer the right to have their 7 days' trial period as a one-off opportunity to try out the Personal Domain Service. For the avoidance of any misunderstandings, the Customer agrees that, should they apply for a refund during their 7 days' trial period, they will not be entitled to a further 7 days' trial period unless they send an e-mail to cdfs@ourpages.com and obtain written permission from the Registration Agents to do so.

3(c). Any changes to the information, provided by the Customer, must be immediately disclosed to the Registration Agents; the Customer must do this by accessing their [Administration](#) Controls (that must always be password controlled) and update the details that have changed.

3(d). During registration, the Customer must provide a [password and user](#) name to access their [Administration](#) Controls. They can use the temporary ones generated during the 24 hours when allowed to test the software to try out the Personal Domain Service or select alternative ones, but agree to choose ones that are **not too short, easily guessed, not a real name or a word in the**

dictionary and not to be divulged to anyone else (a password should consist of a combination of letters and numbers) but it can be changed by the Customer anytime, via their [Administration Controls](#). Should any dispute arise as a consequence of a password being guessed by a third party, the Customer agrees to the Registration Agents suspending the use of the Personal Domain Service, whilst they wait to receive answers to an e-mail, sent in accordance with [item 3\(h\)](#) below.

3(e). The Customer can at any time create or remove supplementary passwords, via their [Administration Controls](#) to grant or restrict access to any specific page or pages on their web site or even restrict access to their whole web site.

3(f). The Customer irrevocably authorises the Registration Agents, and anyone acting on the Registration Agents' behalf, to override their passwords to enable the viewing of the Web Site or specific web pages, to ensure that their web site is being used in accordance with this Agreement.

3(g). The Customer can [translate web-site content and messages](#) and include any personalised items, in their local language, instead of English, but will need to use a local language keyboard to enter details and their visitors will need a web browser that can display pages in their language to view them; the Customer can also display a link to their [Administration Controls](#) on their web-site **OR** access their [Administration Controls](#) by using the [Log-In](#) button on any of the Registration Agents' own web-sites **OR** even do both.

3(h). Also, during registration, the Customer will be asked to provide a Secret Answer to a Secret Question to help keep their account secure; if later the Registration Agents need to verify the identity of the Customer, or the Customer claims that their user name and password have been hijacked and is being used by somebody else to access their [Administration Controls](#), then the Registration Agents will request the Secret Answer by asking the Secret Question in an e-mail sent to the "Customer" who alleges that their user name and password have been hijacked; if the Registration Agents fail to have any reply within 14 days or receive a reply different from the Secret Answer; then the Registration Agents will be unable to e-mail a replacement password for the Customer to regain access to their [Administration Controls](#), following which the Registration Agents need take no further action and the "Customer" who alleges that their user name and password have been hijacked, irrevocably agrees to forfeit their claim to the disputed Personal Domain Name and any residual subscription and commission credited for introductions from their website.

3(i). The Customer agrees that it is the option of the Registration Agents not to divulge to them their Secret Answer to their Secret Question that they provided during their on-line subscription registration process, even if, as a consequence, the Customer will no longer be able to operate the Personal Domain Service. The Customer agrees not to hold the Registration Agents liable for any consequential loss, due to the Customer forgetting either their Secret Answer or their User Name and Password needed to access their [Administration Controls](#).

4(a). Before completing their on-line subscription to use the Personal Domain Service, the Customer agrees to ensure that **their choice of a Personal Domain Name** will not incorporate lewd, litigious or unpleasant words or abuse any trade mark, or will not be registered to pass off another firms' or person's trading name or mark or be a name that will be confusing to those contacting them because of the similarity with another person, organisation, club, society or a trading name that has already established goodwill; all these forbidden choices for a personal domain name are hereinafter referred to, collectively, as "**a Prohibited Personal Domain Name**"; if in doubt, the Customer is urged to take legal advice before registration.

4(b). Although the Registration Agents will not be a party in name-disputes, the Customer irrevocably gives authority to them, **whose sole interpretation, as regards what is a Prohibited Personal Domain Name, will be binding with no right of appeal, to withhold**, suspend or cancel at any time, the Customer's use of a Prohibited Personal Domain Name, including their web site.

The Customer agrees that the Registration Agents will not be held liable for ANY compensation whatsoever, should they exercise this discretionary option (whatever the outcome).

4(c). The Customer also undertakes **not to use, or allow others to use, the Personal Domain Service** to publish on their web-site, or allow any link to any other web-site, blogging pages or discussion forums or allow their own blogging pages or discussion forums (if forming part of their web site) to provide information that could be construed as passing themselves or their visitors off as some other person, group or Organisation or for making any unlawful, obscene, abusive, libellous, derogatory, offensive, cyber bullying or objectionable statements or any activity that is prohibited by law or for the promotion of violence, weaponry, hate sites, militant ideology or pornography in any form whatsoever or anything associated with the sex or escort industry or for displaying illegal or nuisance information that violates others' racial or religious rights and beliefs or discriminates against their gender, age or disabilities or to allow their website to be used to promote and/or sell drugs, medicines, medical and health advice and services, pyramid schemes, chain letters or any form of gambling or used to send spam e-mails or for harvesting information and e-mail addresses to facilitate others to generate unsolicited communications or use their websites to advocate hacking, cracking or to assist in the creation and/or distribution of computer viruses, or to participate in any form of sending mass unsolicited e-mails, irrespective as to whether the Personal Domain Service is being used for Personal or Business use. **But, if the Customer becomes a victim because 'innocently' they have allowed their computer to become a 'bot' or 'zombie' and therefore controlled by a third party,** resulting in their relaying spam, launching phishing scams or being involved in denial-of-service attacks without their knowledge, then the Customer agrees to the Registration Agents blocking access to their servers from any infected computer until the third party's 'bot' has been removed by the Customer using anti-virus software to prevent future occurrences. Websites that are created by the Customer as a fan or supporter of modern or historic buildings or locations or incorporate the name of an established entertainer, singer, pop group, band, sports team or any business, government or charitable organisation will only be displayed if no objections are received from the organisations owning buildings or locations or persons and/or organisations being promoted on the site, the Customer irrevocably agrees to this stipulation. For the avoidance of doubt, the Customer agrees that any photographs or images that have been uploaded by anyone to the Our Pages Ltd's Community Photograph/Image Library or any photograph or image they upload themselves will only be displayed on the Customer's website on the clear understanding that, should any photograph or image become subject to any dispute for any reason whatsoever, the Customer will, if instructed to do so by the Registration Agents, immediately cease to display it on their website and will refrain from using it again.

4(d). If the Personal Domain Service is being used to promote a business or an Organisation with club membership rules, the Customer agrees to conform with the provisions of the [distant selling regulations](#) and to display additional [compulsory information](#) on their web-site and to prominently display their trading name, full postal address and phone number and any club membership rules or terms of business on their website and to protect their customers or club members against bank, debit and credit card fraud. Optional software facilities may be provided by third parties for free personal use with the Personal Domain Service; the Customer agrees, if using such optional software for business use, to obtain a commercial licence from the third party, if required.

4(e). The Customer agrees to the Registration Agents displaying the following text at the bottom of each of the web pages that the Customer creates using the Registration Agents' Instant Editable Website software: Website generated with Our Pages Ltd's software. Click links below if of interest: [Want Your Own Web-Site?](#) [Compare Our Pages Ltd's Service.](#) [Report Wrongful Use](#), these will hereinafter be referred to as "the three unobtrusive links".

4(f). The Customer agrees to defend, indemnify, save and hold the Registration Agents harmless from any and all damages, demands, liabilities, losses, costs and claims, including legal fees, occurring, at any time, from any source because of the Customer's misuse of the Personal Domain Service or of any of the [free optional software](#) made available to them.

5. The Domain Names used by the Registration Agents, at the end-section of a Personal Domain Name, are all considered to be generic and not capable of being registered as Trademarks; the templates provided by the Registration Agents for Customers to create their websites are also considered not to infringe any Trademarks or copyright material, but, in the unlikely event of a dispute as regards any trademark infringement of the end-section of a Personal Domain Name, or copyright material inadvertently being contained within a template being used by the Customer, the Customer irrevocably agrees to cease using any such Domain Name, and/or Website Template, if requested to do so by the Registration Agents; the Customer can then choose, if they so desire, an alternative Personal Domain Name and/or use one of the other templates for their website; in this case, the subscription duration period will be extended without payment by a further two years, as an ex-gratia, goodwill gesture; alternatively, the Customer agrees to terminate this Agreement and to accept a refund of their subscription paid to the Registration Agents.

6(a). In the event that the Registration Agents notice for themselves or are made aware by a third party, via the [Report Wrongful Use](#) link, that the Customer's web site is being operated for **any unauthorized use**, not permitted under the provisions of this Agreement, or the web-site promotes a business or club activity without displaying the [compulsory information](#), or the Customer fails to display the above three unobtrusive links on their web-pages, then the Customer irrevocably gives authority to the Registration Agents, **whose sole interpretation, as to whether or not the Customer has failed to keep to this Agreement, will be binding on the Customer with no right of appeal**, to suspend or withdraw, without notice, the Personal Domain Service, including their web site, unless the Customer provides a satisfactory explanation as to how they failed to comply with this Agreement and reconfirm their commitment to observe the terms of it, in the future.

6(b). If the Registration Agents withdraw the Customer's use of the Personal Domain Service or their web site because of any unauthorised use, the Customer agrees that any subscriptions or other fees paid in advance will be forfeited irrespective as to how long the Registration Agents made available the Personal Domain Service to the Customer before unauthorised use of the website was drawn to their attention; in addition, the Customer irrevocably grants the Registration Agents permission to reveal their contact details to the police, government authorities or any aggrieved third party without any notice.

6(c). The Customer agrees that the Registration Agents **will not be held liable** for ANY compensation whatsoever, should the Registration Agents exercise this **discretionary option** because of unauthorised use.

6(d). Also, if the Customer has [translated website content and messages](#) or included any Personalised input in their local language, instead of English, and unauthorised use is pointed out by a visitor to the Customer's website, then a decision by the Registration Agents, **in accordance with this Agreement**, will only be made, following the translation of the web-site content and any messages back into English; the Customer, in the meantime, agrees to the **temporary suspension** of their use of the Personal Domain Service including their web site, whilst the Registration Agents examine the allegation.

6(e). Before being allowed to complete their on-line registration and in accordance with [item 1\(b\)](#) of this Agreement, the Customer has to confirm that they can read, write and understand English. In the event of any dispute regarding web site content, written in a local language, the Customer agrees to communicate, in the exchange of e-mails between themselves and the Registration Agents, in the English language at all times.

7(a). Following payment by the Customer, of the initial subscription or any renewal subscription, **in**

accordance with items 2(a to j) of this Agreement, the Registration Agents will allow or continue to allow the Customer to use the Personal Domain Service.

7(b). The Registration Agents will try to make their Servers (for the provision of computer disk space connected to the Internet) available to the Customer and their web-site visitors at all times, but the Customer expressly accepts that **interruptions** may suddenly occur to the Personal Domain Service and that the Registration Agents make no warranty that the service will be uninterrupted or error free at all times but will use their best endeavours to minimise the period during which the service may be disrupted.

7(c). Although the Registration Agents will periodically make backups of the Customer's data, **for the purpose of this Agreement, the Customer is entirely and solely responsible to use the [Backup Button](#) to make copies of their web-site content on a regular basis.**

7(d). Although the Registration Agents will **use their best endeavours** to correct defects and errors promptly and attempt to keep their servers free of viruses and other harmful elements such as hackers, the Customer acknowledges and accepts that their use of the Personal Domain Service is **solely at their own risk**; it is recommended that the Customer has insurance cover in respect of any loss of data, stored on the Registration Agents' servers.

7(e). The Customer can only access the Personal Domain Service via the Internet and is solely responsible for the provision of the equipment and their Internet Service Provider's software that is required to access the Internet, as well as for the payment **to third parties of any Internet and/or Mobile phone charges.**

8(a). The Customer is initially allocated **10 Mb per day** (300 Mb per month) **bandwidth usage** for visitors to access their Personal Domain Web-Site. **But note:** Every time a Customer's web page is viewed in a browser, it will eat into this allocation. Should the Customer's visitors use more than 10 Mb of bandwidth in a day, the Registration Agents will display a notice, viewable by visitors, stating: "**This web site is at the moment unavailable due to bandwidth restrictions. We are sorry for any inconvenience**"; simultaneously, the Customer will be notified by e-mail and will be invited (not obliged) to subscribe for [additional bandwidth usage](#) in 10 Mb blocks, **paying an additional twelve pounds annual supplementary subscription**, inclusive of VAT, for **each additional 10 MB** of daily bandwidth they want to be allocated for use by their visitors, with no upper limit placed on the number of extra 10 Mb blocks that the Customer can subscribe for.

8(b). The Customer can pay for the supplementary subscription in accordance with the provisions of [item 2\(d\)](#) for additional bandwidth usage or can allow the "temporarily unavailable" message to be viewable on each specific day that their bandwidth allocation is exceeded, should they not wish to subscribe for [additional bandwidth usage](#).

9(a). The Customer accepts that the Registration Agents WILL NOT provide them with any e-mail service whatsoever to prevent any possibility of e-mail abuse.

9(b). The Customer is initially allocated **16 Mb of server space** for the day to day use of their website for the duration period; the amount of server space being used can be viewed by the Customer by going to their [Administration](#) Controls.

9(c). But, if **at any time**, this server space allocation is used up, the Customer will be notified by a "warning" e-mail, inviting them to "free-up" more space, by deleting some of their website content; failure to do so will result in the Registration Agents displaying a notice on the Customer's web-site stating: "**This web-site is at the moment unavailable due to web-site capacity restrictions. We are sorry for any inconvenience**". This notice will be continually displayed on the Customer's web-site **until the Customer deletes some web-site content**, or **alternatively, subscribes** for [additional server space](#) in 16 Mb blocks, **paying an additional twelve pounds annual**

supplementary subscription inclusive of VAT, for **each additional 16 MB** of server space they want to be allocated for their web site usage, with no upper limit placed on the number of extra 16 Mb blocks that the Customer can subscribe for.

9(d). The Customer can pay for the supplementary subscription in accordance with the provisions of [item 2\(d\)](#) for additional server space or can allow the "unavailable" message to be viewable on any day that their allocation is exceeded, should they not wish to subscribe for [additional server space](#).

10(a). The Customer acknowledges that the Registration Agents do not give advice about the suitability, for any particular purpose, of the [free optional software](#) written by the Registration Agents or third parties, the use of which is being authorised in accordance with the [GNU General Public Licence](#) as Free software.

10(b). The software can be used on the understanding that some of the third party applications may be upgraded, substituted or their continued usage, in conjunction with the Personal Domain Service, may be suddenly revoked by the Registration Agents.

10(c). All software has limitations and the Registration Agents do not contract to re-write or customise it, but its usage is provided by the Registration Agents on an 'as it is' 'with all faults' and on a 'as available' basis only.

10(d). The Customer's decision to subscribe for the duration period should not be made on the basis of an existing users' application **but whether the Customer believes it to be suitable for the task that they envisage. This can be evaluated** during their 7 days' trial period referred to in [item 2\(i\)](#) of this Agreement; in particular, **the Customer accepts that the Registration Agents will be unable to correct any display anomalies in any language other than English** and this potential problem should be investigated by the Customer before the expiry of their 7 days' trial period.

11(a). The Customer agrees that the Registration Agents will not be held responsible for any breaches in security which may occur during the Customer's use of the Personal Domain Service. The Customer must take all **precautions to prevent any unauthorised access** to the Personal Domain Service from hackers or other unauthorised persons by not divulging their [Administration Controls](#) User Name and Password to anyone and by having anti-virus software installed on any computer used when accessing their web site and [Administration Controls](#).

11(b). User-names and Passwords will be agreed between the Customer and the Registration Agents but the Customer must take all necessary precautions to **keep all user-names and passwords secret** and to only modify files that are within their designated area on the disk of the server, hosting their web site.

12(a). Providing the Customer does not cancel their initial subscription, they will be entitled to be credited **One Pound Commission** in respect of any Visitor to their web site who clicks the [Want your own Web-Site?](#) link and pays the initial subscription to use the Personal Domain Service and continues to use it for at least [3 Months](#) more after their 7 days' trial period has ended, hereinafter referred to as "**the new customer**".

12(b). No Commission will be credited during the 24 hours the Registration Agents allow the Customer to create their first web site before they need to pay the [initial subscription](#), but commission can be earned during their [7 days' trial period](#), providing they do not cancel their initial subscription. A Customer can cancel this Agreement in accordance with [item 15\(d\)](#) on condition that they agree to forfeit any **unpaid commission** in respect of past, current or any new customers they introduced to the Personal Domain Service.

12(c). If the new customer is introduced via the Customer's web site and pays the initial subscription during their first visit to the Registration Agents' web site and does not cancel, One Pound Commission will be credited to the Customer's Commission records for the introduction. The Customer accepts that, the Registration Agents can only credit One Pound Commission for the referral as long as they can identify that this has occurred by either: **(i)** placing a cookie on the the new customer's computer, providing their web browser accepts cookies (most do), or **(ii)** they invite the new customer to bookmark the Registration Agents' Web Site that they have visited after clicking the [Want your own Web-Site?](#) link on the Customer's Web Site. The Customer irrevocably accepts that the Registration Agents will only credit commission for an introduction, to the person or organisation owning the web site that is recorded as the Introducer of the the new customer and is simultaneously viewable in their respective [Administration](#) Controls, in accordance with the provisions of item 12(d) below and to nobody else.

12(d). Through their respective [Administration](#) Controls, both the Customer and the new customer can follow the progress of introductions originating from their Web Sites, by viewing **(i)** the name of the web site responsible for introducing them to the Registration Agents, **(ii)** the "registration status" of referrals from their Web Site and **(iii)** the availability of cleared funds due to them that will be available after the new customer has used the Personal Domain Service for [3 months](#). Payment of Commission will be made in accordance with [item 12\(f\)](#). **The Customer agrees that they will not be entitled to any additional commission on any subsequent renewal subscriptions paid by the new customer who continues using the Personal Domain Service.**

12(e). One pound commission will be held in trust on behalf of the Customer until paid over to them in accordance with [item 12\(f\)](#), commission details being shown upon accessing their Administration Controls. If it is subsequently found that the new customer used a stolen Debit or Credit Card number, **which can take up to 3 months before it is ascertained, but could be even longer**, the Customer agrees that they will not be entitled to any commission for the introduction and agree to reimburse the Registration Agents any commission paid to them, prior to the Registration Agents being made aware that a stolen debit or credit card was used to pay the subscription.

12(f). If the provisions of item [19\(b\)](#) below do **NOT** apply, the Customer accepts that any commission will be paid to them by the Registration Agents, **ONLY on quarter days**, namely 25th March, 24th June, 29th September or 25th December and they also agree to make a commission claim **ONLY** for a **minimum of 10 introduced Customers** that have each been using the Personal Domain Service for at least **a period of 3 Months**; the Customer agrees to [open a PayPal Account](#) (click link, then scroll down to the bottom of the PayPal page and click their 'Sign Up today' button, then select EITHER the 'Personal Account' or "Business Account' option), into which the Registration Agents will deposit commission payments when the Customer becomes entitled to receive them. **ONLY** if these criteria are met, will the Customer be entitled to receive any Commission payment. An e-mail reminder will be sent to the Customer fourteen days in advance of a quarter day to remind them to **activate** the '[Commission Payments Button](#)' in the Customer's [Administration](#) Controls in order for them to receive the commission that they have become entitled to. The Customer agrees to forfeit commission in respect of the new customer introduced in accordance with item [12\(a\)](#) above, if, they fail to meet the criteria for payment, as detailed in this item 12(f) within a period of 12 months from their introducing the new customer to the Registration Agents via the link on the Customer's website.

12(g). For the avoidance of potential fraud, the Registration Agents will only make commission payments to the PayPal Account e-mail address, as verified by the Customer when activating the [Commission Payments Button](#) in accordance with item [12\(f\)](#) .

12(h). The Customer agrees to make sure that their PayPal Account e-mail address and both their postal and any alternative e-mail address, as recorded in their Customer's [Administration](#) Controls, are correct at the time of making a request for any payment in accordance with items [12\(f and g\)](#).

above or item [19\(b\)](#) below. The Customer agrees that the Registration Agents will not be held responsible for any payments credited to a wrong beneficiary as a result of the Customer failing to provide updated information.

13(a). The Registration Agents will send a ‘**warning**’ **renewal** e-mail to the Customer fourteen days before the expiry date of the duration period. Any failure by the Customer to [renew](#) their subscription in time, in accordance with [item 2\(c\)](#) of this Agreement, will entitle the Registration Agents, on the expiry day, to either cancel, lapse or even appropriate the Personal Domain Name and resell it; the Customer irrevocably gives authority to do this without any preconditions and agrees to waive all rights to the Personal Domain Name for ever.

13(b). The Customer acknowledges that the Registration Agents have the right to withdraw the Customer's existing use of the Personal Domain Service without notice during the duration period and terminate this Agreement immediately without giving their commercial reasons. Should this happen, the Customer irrevocably agrees to accept a refund of the residual portion of their subscription (and any commission for introducing new customers who have each been using the Personal Domain Service for at least [3 Months](#)), and agree, that they will have no further claim whatsoever against the Registration Agents in connection with this Agreement.

14(a). The Customer can, at any time, use a domain name that they have personally registered with a Domain Name Registrar, referred to throughout this Agreement as "**their domain**" and which must be hosted on the Registration Agents' servers. The use of their domain is conditional on the Customer accepting that the Registration Agents will point their domain to the Personal Domain Name selected by the Customer during their on-line subscription to use the Personal Domain Service.

14(b). The Customer irrevocably accepts that any restrictions imposed in this Agreement on a Personal Domain Name provided by the Registration Agents shall also be construed as a restriction imposed on their own personally registered domain name if their domain is hosted on the Registration Agents servers and used as defined in [14\(a\)](#).

15(a). The Customer attests that, at the time when they are entering into this Agreement in their personal capacity, that they are 18 years or older, and, if acting for and on behalf of their Sports or Social Club, Society, Team, Band, Orchestra, Church, Business or other Organisation, they also have the absolute authority to enter into this Agreement on their behalf.

15(b). The Customer can place restrictions on the Personal Domain Service when used by their children or other nominated individuals, by activating the password protection facility, accessed through their [Administration](#) Controls, to restrict viewing of any specific page or pages.

15(c). The Customer can authorise members of their Sports or Social Club, Society, Team, Band, Orchestra, Church or other Organisation, or employees of a Business, whether trading as a sole trader, partnership or company, to use the Personal Domain Service, but the Customer accepts that they remain ultimately responsible for ensuring that the provisions of this Agreement are fully complied with and irrevocably agrees that the Registration Agents have their full authority to suspend or withdraw the Personal Domain Service in accordance with the provisions of this Agreement, should any breach occur by anyone authorised by the Customer to use the Personal Domain Service.

15(d). This Agreement can be terminated by the Customer at any time by informing the Registration Agents with a Notice, sent in accordance with [item 20\(a\)](#), but the Customer accepts, that following their termination of this Agreement, they will not be entitled to any refund of their subscription (see [item 2\(e\)](#) above) or any further commission payments (see [item 12\(b\)](#) above) and

that any advance subscriptions and unpaid commission will be forfeited and retained by the Registration Agents.

15(e). This Agreement shall be governed by and construed in accordance with **English Law** and the Customer hereby submits to the non-exclusive jurisdiction of the English Courts and confirms that no reliance on any representations has been made, other than on those expressly stated in this Agreement. No change, alteration or modification to this Agreement shall be valid, **unless agreed in writing** by both the Customer and the Registration Agents.

16(a). The Customer agrees that the terms of this Agreement are severable. In the unlikely event that any term or provision is declared by a Court of Law to be invalid or unenforceable, the Customer and the Registration Agents will accept the Court's ruling, consistent with applicable law, to reflect the original intentions of the parties as nearly as possible in respect of any invalid or unenforceable provision, but the remaining terms and provisions will remain in full force and effect.

16(b). Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, franchise, sales representative, or employment relationship between the Customer and the Registration Agents and/or any third parties. The Customer agrees that they will not make or accept any offers or representations on behalf of the Registration Agents or make any statement, whether on their Web Site or otherwise, on the Registration Agents' behalf.

16(c). The Customer accepts that the Registration Agents' total aggregate liability to them for any claim in contract, tort, negligence or otherwise arising out of or in connection with this Agreement, **shall be limited to a refund of their subscription or residual subscription** and the payment of any outstanding Commission for introducing new customers who have been using the Personal Domain Service for at least 3 Months. Any claim must be notified within 3 months of it arising.

16(d). For the avoidance of any misunderstanding whatsoever, the Customer must accept that neither the Registration Agents, their employees, agents or anyone else associated with them, shall be held liable to the Customer for any loss of business, contracts, profits or failure to achieve anticipated savings or for any other indirect or consequential or economic loss whatsoever, irrespective whether such losses were caused because of mistakes, omissions, interruptions, loss of files and data, errors, defects, operation or transmission delays, failures in performance because of destruction, theft or any unauthorised access or for any other reason whatsoever.

17. The Customer hereby also irrevocably accepts that the provision of any ancillary service or product provided by third parties, whether through the Registration Agents or promoted on their own web sites, or those of their Customers or their Affiliates, shall be subject to the third parties' terms and conditions. **The Customer acknowledges also that the Registration Agents shall not be party to any agreement for the provision of any third party products or services and must rely solely on their own enquiries and judgement before purchasing any product or service.**

18(a). All Personal Domain Names and websites, registered with the Registration Agents, even if subsequently transferred to a third party, can only be hosted on the Registration Agents' servers.

18(b). The Customer can **transfer their Personal Domain Name and website to a third party** after it has been registered by the Customer for at least 3 Months, by completing the on-line transfer application and paying the Registration Agents an administration fee of twelve pounds sterling inclusive of VAT, after which the Registration Agents will e-mail the third party with a request for them to complete another on-line transfer application including their making a declaration that they **can read, write and understand English and irrevocably accept this Agreement in its entirety** and to also pay the Registration Agents an administration fee of twelve pounds sterling, inclusive of VAT to complete the transfer formalities. The Customer agrees that any unpaid commissions that

have been credited to them for referrals from the website that is being transferred to the third party will be held to the credit of the new owner and not themselves and this should be taken into consideration prior to instigating any transfer.

18(c). Following the on-line [transfer](#) of a Personal Domain Name, the continued use of the Personal Domain Service by the third party will expire on the last day of the Customer's duration period, unless renewed by the third party (hereinafter referred to as "**the transferee**") for a further period. The transferee must accept that, immediately following the transfer, they will be designated as the Customer, when interpreting all the terms of this Agreement, **whether or not** they actually begin using the Personal Domain Service.

19(a). The Customer agrees to periodically re-read this Agreement to ensure that they are not in breach of any of its conditions. The Registration Agents will e-mail the Customer in the eventuality of any changes or revisions to this Agreement and will display the revised version on their web-site. If **within 30 days** of displaying it, the Customer notifies the Registration Agents by e-mail that the changes are unacceptable, the Registration Agents will reply by e-mail stating whether they agree to do business in accordance with the form of this Agreement as existed before the changes were made OR they will insist on the revised terms, but will grant the Customer the option to terminate this Agreement within 30 days, if still unacceptable. In this event, the Registration Agents will refund the residual portion of the Customer's initial or renewal subscription together with any outstanding commission in respect of new customers they introduced who have used the Personal Domain Service for at least **a period of 3 months** in full and final settlement of any claims.

19(b). The Customer agrees that the Registration Agents may discontinue the Personal Domain Service without notice, should they so desire and without giving their commercial reasons. Should this happen, the Customer agrees to this Agreement being terminated immediately but will be allowed to [make a claim](#) for any of their residual subscription or any outstanding commission in respect of new customers they introduced who have used the Personal Domain Service for at least **a period of 3 months**, irrespective as to whether or not their claim will be in respect of 10 or fewer Introduced Customers. The Customer agrees to the payment of any bank charges involved in transferring funds to them following the discontinuance by the Registration Agents to provide the Personal Domain Service. The Customer agrees that they will have no further claim whatsoever against the Registration Agents in connection with this Agreement once they have received payment in accordance with the above provisions.

20(a). Any notice, direction or other communication given under this Agreement by the Customer, shall be in writing and written in English and sent by e-mail or the postal service. In the case of an e-mail, a valid notice shall only be deemed to have been given to the Registration Agents when an electronic confirmation of reading has been obtained by the Customer. E-mail notifications to the Registration Agents must be sent to cpfs@ourpages.com In the case of notices posted to the Registration Agents, they must be sent by "**registered postal delivery**" to: Our Pages Ltd, The Lilies, Griffie Grange Valley, Grangemill, Matlock, Derbyshire, DE4 4BW England.

20(b). Notices sent by the Registration Agents to the Customer will be sent to the last e-mail address provided by the Customer as recorded in the Customer's [Administration](#) Controls.

20(c). Should any e-mail sent by the Registration Agents be undeliverable to the Customer's e-mail address, the Registration Agents will make two further attempts to send it again at 7-day intervals; if they are still unable to affect delivery then the Customer irrevocably agrees that the Registration Agents have their permission to **immediately suspend** their use of the Personal Domain Service including the display of their website until the Customer contacts them.