



Website / Web Services terms and conditions

continuous IT service provision

February 2019

Terms and Conditions

These terms and conditions, together with the Schedule of Services, are the contract between you and Unicloud Limited ("us", "we", etc). By visiting or using our Unicloud system(s), or signing up for our Services, you agree to be bound by them.

We are Unicloud Limited, a company registered in New Zealand, number 6762413.

Our address is 6A Wernham Place, Northcote, Auckland 0626, New Zealand.

GST Registration Number: 12-542-1946.

You are: Anyone who uses our Unicloud system(s) or buys Services from us, including any of your employees, contractors, agents, and/or anyone else whom you grant access to your account, login credentials and/or password.

Please read this agreement carefully and save it. If you do not agree with it, you should leave our Unicloud system(s) and stop using the site or the Services immediately.

These are the agreed terms

1. Definitions

"Commencement Date"	Means the date specified in the Schedule of Services
"Content"	means the textual, visual or aural content that is encountered as part of your experience on our Unicloud system(s). It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.

"our Unicloud system(s)"	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us.
"Post"	means place on or into our Unicloud system(s) any Content or material of any sort by any means.
"Schedule of Services"	means the document containing the description of Services provided to you by Unicloud
"Services"	means all of the services available from our Unicloud system(s), whether free or charged.
"System Resources"	Means resources to enable the function of the server including but not limited to: RAM, CPU, Bandwidth, Storage, MYSQL databases.
"Term"	means the term of the contract, as set out in the Schedule of Services, starting on the Commencement Date
"Testing Period"	means the period to test and develop the functionality of the Services, as per the Schedule of Services.
"Visitor"	means anyone who visits our Unicloud system(s).

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.3. in the context of permission, "may not" in connection with an action of either party, means "must not".

- 2.4. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.6. except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.8. these terms and conditions apply to all supplies of Services by us. They prevail over any terms proposed by you.
- 2.9. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Basis of Contract

- 3.1. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Services given on our Unicloud system(s).
- 3.2. Subject to these terms and conditions, we agree to provide to you some or all of the Services and products described on our Unicloud system(s) at the prices we charge from time to time, and as set out in the Schedule of Services.
- 3.3. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services are suitable and satisfactory for your requirements.
- 3.4. So far as we allow use of our Intellectual Property, we grant a non-exclusive, non-transferable licence to you, limited to the terms set out in this agreement.
- 3.5. Our contract with you and licence to you last for the Term. Any continuation by us or by you after the expiry of the Term is a new contract under the terms then posted on our Unicloud system(s). Your

continued use of our Services after that shall be deemed acceptance by you of the changed Service, system and/or terms.

- 3.6. The contract between us comes into existence upon the earlier of:
 - 3.6.1 when we write to you to confirm that we agree to provide to you the Service you want; or
 - 3.6.2 when we receive your payment for a Service.
- 3.7. We may change this agreement, the Schedule of Services and / or the way we provide the Services, at any time. If we do:
 - 3.7.1 subject to paragraph 3.7.2 and 3.7.3, the change will take effect when we Post it on our Unicloud website (www.unicloud.co.nz) and Facebook page.
 - 3.7.2 we will give you 30 days prior email notification of any proposed change, together with notice of the change through our Facebook page and through Posting it on our Unicloud website (www.unicloud.co.nz).
 - 3.7.3 if you do not agree with the change, and it is a material change, then within the notice period referred to in clause 3.7.2, you may terminate this agreement in accordance with paragraph 13.1.2, and the change will not take effect.
 - 3.7.4 subject to paragraph 3.7.3, if you make any payment for Services or goods in the future, you will do so under the terms Posted on our Unicloud website (www.unicloud.co.nz) and Facebook page at that time.

4. Your account and personal information

- 4.1. When you visit our Unicloud system(s), you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

- 4.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 4.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account in accordance with paragraph 13.1.3.

5. The price

- 5.1. The prices payable for Services are clearly set out on the Schedule of Services.
- 5.2. The price charged for any Services may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
- 5.3. Prices are exclusive of any applicable goods and services tax or other sales tax.
- 5.4. Prices are subject to review in accordance with the Schedule of Services.

6. Payments

- 6.1. Your payment schedule is set out in the Schedule of Services.
- 6.2. In the event any payment by you is overdue, provision of the Services will be suspended, and a late payment fee of \$200.00 (plus GST) may be applied to your account, at our sole discretion.
- 6.3. Services will not be resumed until all outstanding amounts are paid by you to Unicloud.

7. How we handle your Content

- 7.1. Our privacy policy is strong and precise. It complies fully with current law.

- 7.2. If you Post Content to any public area of our Unicloud system(s) it becomes available in the public domains. We have no control who sees it or what anyone does with it.
- 7.3. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 7.4. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 7.5. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 7.6. Please notify us of any security breach or unauthorised use of your account.
- 7.7. We do not solicit ideas or text for improvement of our Service, but if you do send to us ideas or text for improvement of our Service, you are deemed to have granted to us a licence to use it.

8. Restrictions on what you may Post to our Unicloud system(s)

- 8.1. We invite you to Post Content to our Unicloud system(s) in several ways and for different purposes. We have to regulate your use of our Unicloud system(s) to protect our business and our staff, to protect other users of our Unicloud system(s) and to comply with the law. These provisions apply to all users of our Unicloud system(s).
- 8.2. We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever way we can.
- 8.3. You agree that you will not use or allow anyone else to use our Unicloud system(s) to Post Content or undertake any activity which is or may:
 - 8.3.1 be unlawful, or tend to incite another person to commit a crime;
 - 8.3.2 consist in commercial audio, video or music files;

- 8.3.3 be obscene, offensive, threatening, violent, malicious or defamatory;
- 8.3.4 be sexually explicit or pornographic;
- 8.3.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 8.3.6 request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
- 8.3.7 be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 8.3.8 facilitate the provision of unauthorised copies of another person's copyright work;
- 8.3.9 link to any of the material specified in this paragraph;
- 8.3.10 Post excessive or repeated off-topic messages to any forum or group;
- 8.3.11 sending age-inappropriate communications or Content to anyone under the age of 18.

9. Your Posting: restricted content

- 9.1. In connection with the restrictions set out below, we may refuse or remove a Posting which does not comply with these terms.
- 9.2. In addition to the restrictions set out above, a Posting must not contain:
 - 9.2.1 hyperlinks, other than those specifically authorized by us;
 - 9.2.2 keywords or words repeated, which are irrelevant to the Content Posted.
 - 9.2.3 the name, logo or trademark of any organisation other than that of you or your client.

9.2.4 inaccurate, false, or misleading information.

10. Removal of offensive Content

- 10.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on our Unicloud system(s) for any purpose.
- 10.2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 10.3. If you are offended by any Content, the following procedure applies:
 - 10.3.1 your claim or complaint must be submitted to us in the form available on our Unicloud system(s), or contain the same information as that requested in our form. It must be sent to us by post or email.
 - 10.3.2 we shall remove the offending Content as soon as we are reasonably able;
 - 10.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 - 10.3.4 we may re-instate the Content about which you have complained or not.
- 10.4. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the reasonable and evidenced cost of our investigation (including legal fees, if any).

11. Security of our Unicloud system(s)

- 11.1. If you violate our Unicloud system(s) we shall take legal action against you. You now agree that you will not, and will not allow any other person to:
 - 11.1.1 modify, copy, or cause damage or unintended effect to any portion of our Unicloud system(s), or any software used within it;

- 11.1.2 link to our site in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
 - 11.1.3 download any part of our Unicloud system(s), without our express written consent;
 - 11.1.4 collect or use any product listings, descriptions, or prices;
 - 11.1.5 collect or use any information obtained from or about our Unicloud system(s) or the Content except as intended by this agreement;
 - 11.1.6 aggregate, copy or duplicate in any manner any of the Content or information available from our Unicloud system(s), other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
 - 11.1.7 share with a third party any login credentials to our Unicloud system(s).
- 11.2. Despite the above terms, we now grant a licence to you to:
- 11.2.1 create a hyperlink to our Unicloud system(s) for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 - 11.2.2 you may copy the text of any page for your personal use in connection with the purpose of our Unicloud system(s) or a Service we provide.

12. Uploading to our servers

- 12.1. You must not upload to, or store on our servers any material or Content which you are not permitted by this agreement to Post to our Unicloud system(s).
- 12.2. You may not share, let or sub-license space on the servers (except as an authorised re-seller).

- 12.3. You may not upload to any shared server, any of the following pages and/or files, namely those:
- 12.3.1 pages and/or files with banners, graphics or CGI scripts running from their domain being used on other domains. (e.g., hot-linking, image-sucking, load-spreading);
 - 12.3.2 pages and/or files with very large graphic archives or galleries;
 - 12.3.3 pages and/or files offering download archives or large media distribution (>5GB), such as .zip, .tar, .sit, .ra, .avi, .mov, .asf and .GZ;
 - 12.3.4 pages and/or files individually exceeding 10MB;
 - 12.3.5 pages and/or files running large or busy chat rooms;
 - 12.3.6 pages and/or files using more than 1% of system resources.
- 12.4. You may not send more than 500 email messages per hour.

13. Termination

- 13.1. This agreement may be terminated:
- 13.1.1 upon expiry of the Term;
 - 13.1.2 in the event of a material change to these terms and conditions or the Services, by you giving us 30 days written notice, provided that you must send the notice in writing addressed by post to our last known land address or by e-mail to our last known e-mail address prior to the expiry of the last day of the 30 day notice period noted in clause 3.7.3. For this and all purposes in connection with this agreement, our addresses are as at the head of this document. If your cancellation is to be effective, you must give us full information to enable us to identify:
 - 13.1.2.1 who you are and;
 - 13.1.2.2 that you have proper authority to cancel and;
 - 13.1.2.3 the Services you wish to cancel.

- 13.1.3 by either party, on written notification to the other party in relation to the other party breaching a material provision of the agreement, where the breach is not:
 - 13.1.3.1 remedied within 30 days of receipt of a notice from the first party requiring it to remedy the breach; or
 - 13.1.3.2 capable of being remedied
- 13.1.4 immediately by either party if a trustee, receiver, administrative receiver, liquidator or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration or bankruptcy order (otherwise than for the purpose of an amalgamation or reconstruction).
- 13.2. Upon receipt of a notice of termination under clause 13.1.2, we may, in our sole discretion, withdraw and/or revoke the proposed change to this agreement, the Schedule of Services and / or the way we provide the Services, as the case may be, in which case the notice of termination is deemed to be void and of no effect. Notice of such a withdrawal and/or revocation will be given in the same manner as notice of a proposed change under clause 3.7.2.
- 13.3. Any termination of this agreement by this paragraph shall be without prejudice to any other rights or remedies to which a party may be entitled.
- 13.4. Termination by either party shall have the following effects:
 - 13.4.1 In accordance with clause 11.2.3, you may download a copy of all content posted on our Unicloud system(s) within 30 days of termination;
 - 13.4.2 your right to use the Services immediately ceases;
 - 13.4.3 If possible we will forward any unread or unsent messages to you and destroy or return any confidential information held on our System(s) to you.

14. Interruption to Services

- 14.1. If it is necessary for us to interrupt the Services, we will give you reasonable notice (by email) where this is possible and when we judge the down time is such as to justify telling you.
- 14.2. You acknowledge that the Services may also be interrupted for many reasons beyond our control.
- 14.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

15. Intellectual Property

- 15.1. You agree that at all times you will:
 - 15.1.1 not cause or permit anything which may damage or endanger our title to the Intellectual Property.
 - 15.1.2 notify us of any suspected infringement of the Intellectual Property;
 - 15.1.3 indemnify us for any loss or expense arising from your misuse of the Intellectual Property;
 - 15.1.4 on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by us in writing;
 - 15.1.5 not use any name or mark similar to or capable of being confused with any name or mark of ours;
 - 15.1.6 so far as concerns software provided or made accessible by us to you, you will not:
 - 15.1.6.1 copy, or make any change to any part of its code;
 - 15.1.6.2 use it in any way not anticipated by this agreement;
 - 15.1.6.3 give access to it to any other person than you, the licensee in this agreement;
 - 15.1.6.4 in any way provide any information about it to any other person or generally.

15.1.7 not use the Intellectual Property except directly in our interest.

16. Bandwidth and data storage

- 16.1. You agree that bandwidth and storage requirement shall not exceed the amount ordered by you, as set out in the Schedule of Services.
- 16.2. If your bandwidth and storage requirement exceeds the contractually ordered amount we may, subject to providing you with prior email notification, in our discretion:
 - 16.2.1 charge the price currently charged by us for the additional usage you have used, such charges to be paid within 30 days of the invoice date; or
 - 16.2.2 if in our opinion your usage puts at risk the continued Services provision to other customers, we may limit the Services we provide to what we have agreed in our contract with you. We may not be able to give you notice of this.
- 16.3. We assume no responsibility for the deletion or failure to store or deliver email or other data.
- 16.4. Where possible, we will give you at least 36 hours notification by email that your bandwidth and/or storage requirement exceeds the contractually ordered amount, prior to deleting any Content, email or data.
- 16.5. We may, acting reasonably, from time to time, set a limit on the number of messages you may send, store, or receive through the Service. We may delete messages in excess of that limit. We shall give you at least 36 hours prior notice (by email) of any change to your limit or any deletion, except in an emergency.
- 16.6. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.
- 16.7. We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up in any particular circumstances unless we have made specific contractual arrangements with you, in writing, in relation to the backup of your data.

17. Disclaimers and limitation of liability

- 17.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 17.2. All implied conditions, warranties and terms are excluded from this agreement.
- 17.3. While we will use our best endeavours to ensure your needs are met by our Services, we make no representation or warranty that the Services will be:
 - 17.3.1 useful to you;
 - 17.3.2 fit for a particular purpose;
 - 17.3.3 available or accessible, without interruption, or without error.
- 17.4. We will use reasonable endeavours to ensure that the Services are available, insofar as it is within our power to do so, and we will provide the Services exercising reasonable skill, care and diligence.
- 17.5. Our Unicloud system(s) contain links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 17.6. You acknowledge that the Unicloud System(s) use both third party and open source software to provide the Services and we disclaim any obligation or liability to you arising from the use of any such third party and/or open source software, provided that we warrant that we have rights to use all third party intellectual property and software that is incorporated and/or used in the provision of the Services. Unicloud does not own, and does not purport to grant you any licence in any third party and/or open source software
- 17.7. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our Unicloud system(s).
- 17.8. We accept no responsibility for:
 - 17.8.1 malfunction in any hardware provided by you;
 - 17.8.2 malfunction in any software provided by you;

- 17.8.3 malfunction in any software provided by us (which for the avoidance of doubt includes any third party and/or open source software, whether or not such software has been configured or developed by us);
- 17.8.4 any firewall provision not specified in the Services;
- 17.8.5 delivery of material or privacy of any transmission;
- 17.9. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 6 month period for the Services concerned.
- 17.10. We shall not be liable to you for any loss or expense which is:
 - 17.10.1 indirect or consequential loss; or
 - 17.10.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 17.11. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.
- 17.12. Nothing in this agreement excludes liability for a party's fraud.

18. You indemnify us

- 18.1. You agree to indemnify us against all reasonable and evidenced costs, claims and expense arising directly or indirectly from:
 - 18.1.1 your failure to comply with the law of any country;
 - 18.1.2 your breach of this agreement;
 - 18.1.3 any act, neglect or default by any agent, employee, licensee or customer of yours;
 - 18.1.4 a contractual claim arising from your use of the Services, provided that such breach is not caused directly or indirectly through our actions;

- 18.1.5 your breach of the intellectual property rights of any person, provided that such breach is not caused directly or indirectly through our actions.
- 18.2. For the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at \$200.00 (plus GST) per hour without further proof.
- 18.3. You shall not be liable to us for any claim under this agreement where such claim is for:
 - 18.3.1 indirect or consequential loss; or
 - 18.3.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or you knew we might incur it.

19. Miscellaneous matters

- 19.1. You undertake to provide to us your current land address, e-mail address, telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 19.2. The schedules, if any, to this agreement are part of the agreement and have the same force and effect.
- 19.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 19.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 19.5. If you are in breach of any term of this agreement, we may:
 - 19.5.1 terminate your account, in accordance with paragraph 13.1.3, and refuse access to our Unicloud system(s);

- 19.5.2 remove Content (provided we have given you at least 36 hours prior email notification), or cancel any order at our discretion;
- 19.5.3 issue a claim in any court.
- 19.6. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 19.7. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 19.8. You agree that we may disclose your information including assigned IP numbers, account history, account use, etc. to any judicial or proper legal authority who makes a written request without further consent or notification to you.
- 19.9. Any communication to be served on either of the Parties by the other shall be delivered by hand or sent by post or recorded delivery or by e-mail.
- 19.10. It shall be deemed to have been delivered:
 - 19.10.1 if delivered by hand: on the day of delivery;
 - 19.10.2 if sent by post to the correct address: within 72 hours of posting;
 - 19.10.3 If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
- 19.11. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 19.12. This agreement does not give any right to any third party.
- 19.13. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, including any labour dispute between a party and its employees.
- 19.14. The validity, construction and performance of this agreement shall be governed by the laws of New Zealand.

Special additional provisions relating only to domain names

These terms apply when you instruct us to register, renew, transfer in or transfer out, a domain name and are in addition to the terms set out above. You agree to be bound by them.

20. Your undertakings

- 20.1. You acknowledge that it is your sole responsibility to supply accurate and reliable contact details and relevant information as well as name of servers. You undertake to supply such accurate, complete full records and as are required by any relevant registrar and/or registry and to ensure that such details are kept updated and complete at all times.
- 20.2. You warrant that to the best of your knowledge neither the registration nor the use of the domain name infringes the legal rights of any third party and that you are authorised to apply for or renew the domain name.
- 20.3. The registration of a domain name and its continued use is subject (in addition to these terms and conditions) to your continued compliance with the terms and conditions of the relevant registrar and/or registry. You agree to be bound by such terms and conditions, including all rules and policies.

21. Domain name disputes

- 21.1. You acknowledge that:
 - 21.1.1 the registration or use of a domain name does not necessarily entitle us to use that name in a particular context;
 - 21.1.2 your contract with a relevant registrar and/or registry may provide that the registrar and/or registry may take action which might include:
 - 21.1.2.1 the suspension or revocation of your application for a domain name; or
 - 21.1.2.2 the registration of a domain name allocated to you to a third party.

- 21.1.3 we will have no responsibility or involvement in relation to any dispute between you and a registrar.
- 21.2. You now therefore agree to indemnify us against all costs, claims and expense, including the reasonable cost of management time, in respect of any event, act or omission we may be required to take by any third party with jurisdiction, including a domain name registrar and/or registry.

22. Action on your default

- 22.1. We may in our absolute discretion cancel, take ownership, dispose of and/or refuse to register, release, transfer or renew any domain name if:
 - 22.1.1 our fees in respect of that domain name, or any other monies are payable by you to Unicloud Limited in respect of the provision or supply of any goods or Services are overdue;
 - 22.1.2 we are required to do so by regulation or competent authority;
 - 22.1.3 it is otherwise permitted under these terms and conditions.

23. Domain name registration

- 23.1. We will attempt to register a domain name on your instruction and to notify you of the outcome.
- 23.2. We do not warrant or guarantee that any domain name will be registered or is capable of registration.
- 23.3. We are not liable to you in the event that you act upon an anticipated registration before you have received confirmation from us that the domain name has been registered to you.
- 23.4. Immediately you receive from us notice of registration, you should check the registration particulars and, the event of error, inform us immediately.

24. Domain name renewal

24.1. We will not renew a domain name (leaving you solely responsible for renewal) for which we do not receive a renewal notice. Without limitation, we may not receive a renewal notice:

24.1.1 because we are not named as the billing contact;

24.1.2 because the relevant registrar and/or registry sends the renewal invoices direct to you;

24.1.3 if the domain name has been transferred to another Internet Service Provider.

25. Domain name transfer in

25.1. If we have to transfer your domain name from another Internet service provider to our servers, you understand that:

25.1.1 we will charge additional cost for this service;

25.1.2 the transfer may take from 5 to 60 days;

25.2. You warrant that you have the full and complete authority of the legal owner of the domain name and you agree to indemnify us against all costs, awards and damages resulting from the transfer and/or that may be brought about by a third party.

26. Domain name transfer out

26.1. If we receive a request from you or the registrant to transfer a domain name from ourselves to another Internet service provider or to change the name servers listed for the domain name, the following procedure applies:

26.1.1 we will effect the transfer or name server change;

26.1.2 you acknowledge that the registrant is able to effect a transfer direct with the relevant registrar and/or registry in certain circumstances and that we may not be able to provide you notice of the transfer.

- 26.1.3 we shall remove ourselves as the billing, technical or other contact;
- 26.1.4 any websites at the domain name may become inaccessible;
- 26.1.5 e-mail and web forwarding Services will be cancelled and e-mail may be lost;
- 26.1.6 all other Services you have purchased from us for use with the domain name will be cancelled;
- 26.1.7 you will not be entitled to any refund for any used period of any Services;
- 26.1.8 you agree that we shall be released from all subsequent obligations, claims, liabilities or demands arising out of or in relation to that domain name.