

## 1 Domain Registration, Renewal and Refund Agreement

1.1 This Domains Registration, Renewal and Refund Agreement governs the terms and conditions in which You (“Client”, “Customer”, “You” or “Your”) register or renew domain names through Web Builder Pro Technologies Ltd (“We”, “Web Builder Pro Technologies Ltd”, “WBPT”)

1.2 You hereby agree to these Terms & Conditions for Domain Registration, Renewal and Refund Agreement. The terms in this policy are supplemental to Web Builder Pro Technologies Ltd's Terms and Conditions, Privacy Policy & Acceptable Use Policy and all other policy documents shown on the WBPT website and You will be bound to all of these when carrying out business with Web Builder Pro Technologies Ltd (collectively referred to as the "Agreement").

1.3 You acknowledge and understand that the services in respect of domain registration and renewal are limited to forwarding the application submitted by You for registration with the relevant naming authority.

1.4 If there is any conflict within the Agreement, the terms of the Domain Registration, Renewal and Refund Agreement shall prevail.

1.5 These additional terms may be amended by Web Builder Pro Technologies Ltd at any time and without notice to You. Any changes will be published on the website and will be deemed to have been accepted 7 days after publication.

## 2 Customer Warranties

2.1 You undertake and warrant to Web Builder Pro Technologies Ltd that the registration of any domain name requested by it (a “Requested Domain”) and the manner in which it is to be directly or indirectly used:

- 2.1.1 will not infringe any third party rights; and
- 2.1.2 is not being made in bad faith or could be considered to be an abusive registration under the relevant registration authority's dispute policies and procedures and
- 2.1.3 will at no time whatsoever be used for any unlawful purpose.

## 3 Registration

3.1 You acknowledge that, whilst Web Builder Pro Technologies Ltd will use its reasonable endeavours to register a Domain (Requested Domain), we will not be obliged to accept any request to register or continue to process any registration of a Requested Domain where such a Domain has not been capable of registration.

3.2 Web Builder Pro Technologies Ltd makes no representations or warranties (expressed or implied) of any kind that a Requested Domain is available for registration or to the likelihood of a registration being successful.

3.3 You acknowledge that Web Builder Pro Technologies Ltd cannot guarantee the reservation or registration of any Domain and that the registration of such domain name will be subject to any registration requirements of the appropriate registry.

3.4 For the avoidance of all doubt it shall remain Your sole responsibility to check if the Domain has been successfully registered by contacting the appropriate authority.

3.5 Upon successful registration, Web Builder Pro Technologies Ltd will use reasonable endeavours to notify you of any renewal dates via the email address provided to us upon registration. This is subject to You providing Web Builder Pro Technologies Ltd with an up to date and valid email address.

## 4 Renewals

4.1 Web Builder Pro Technologies Ltd will endeavour to automatically renew domain names when they are due for renewal subject to the following:

- 4.1.1 You have submitted and we have acknowledged a notification of your desire to cancel in line with section 4 of this agreement for managed domains.
- 4.1.2 You did not cancel the domain auto-renewal feature in your Control Panel or set them to cancel

4.2 All domains will automatically renew for the same period that they were originally registered for by default. Please note that .uk domains purchased through or transferred to Web Builder Pro Technologies Ltd before 1 May 2012 will automatically renew for a period of two years. The provisions of this clause will not apply to situations where You renew the domain manually through your control panel for a new or extended term.

4.3 You acknowledge that Web Builder Pro Technologies Ltd shall take payment for renewals up to 7 days in advance of the renewal date, in order to avoid any possible delays and ensure payment is delivered before renewal expires.

4.4 You acknowledge that when using PayPal and by clicking the 'Agree and Continue' button, You agree and consent to use PayPal for future payments to Web Builder Pro Technologies Ltd. and that these payments will be made in accordance with the terms of the User Agreement applicable to "pre-approved payments".

4.5 You acknowledge that payment will be taken from the payment method you have last used on the account. This could be the last credit card or debit card used, PayPal or direct debit payment. It is your responsibility if You wish to select or change a different payment source.

4.6 You acknowledge that Direct Debit Payments are requested 14 days before the expiry of the service and payment is usually taken 4 days after the initial request.

4.7 Web Builder Pro Technologies Ltd endeavours to confirm payments made on the day that Your domain name is due to expire.

4.8 You acknowledge that Web Builder Pro Technologies Ltd have the discretion to vary the renewal rates from time to time without prior direct notice to You.

4.9 Web Builder Pro Technologies Ltd accepts no liability for the loss of registration of any Domain that has failed to be renewed due to an invalid email address provided to us, late payments received or technical faults, which are beyond our control.

4.10 In the event that a domain is not renewed by its expiry date it shall cease to operate and shall be deemed to have been "expired". Please see our Expired Domains Document for more details.

4.11 If Web Builder Pro Technologies Ltd receives a request from the Client to renew the domain name(s) after the 16 day period, the Client agrees to pay up to a £100.00 redemption Fee (Inclusive of VAT charged at 20%), together with any renewal Fee due.

4.12 Web Builder Pro Technologies Ltd will issue You an expiry notice for Your domain name no more than 30 days prior to its expiry.

## 5 Cancellations

5.1 If You wish to cancel future renewals of domain names, You must cancel them through your Web Builder Pro Technologies Ltd control panel. This must be done at the very least 48 hours before the payment date.

5.2 You acknowledge that "payment dates" and "renewal dates" varies. For example the payment date of an invoice for a domain renewal is up to 7 days before the date of renewal for certain excepted domains.

5.3 In the event that a Domain name registered forms part of a hosting package and the package is cancelled, it is Your sole responsibility to ensure that the domain renewal is not cancelled should you wish to keep the domain.

## 6 Refunds

6.1 You acknowledge that invoiced domain registrations and/or renewals are non-refundable in whole or in part if the contract is terminated by You.

6.2 Web Builder Pro Technologies Ltd will not refund to you the cost of registering a domain name after You have submitted a domain name application form, provided that the domain name has been registered with the appropriate registrar. This is due to the bespoke nature of domain names. Domain names are personalised to the consumer's specifications and service provision will begin from the moment the domain name registration is submitted to the registration authorities.

Further to the above clause 5.1, .uk domain names may be refunded within 5 days of the invoice being created but notification must be made to us. Such refunds are at the discretion of Web Builder Pro Technologies Ltd.

6.3 Web Builder Pro Technologies Ltd makes no representations as to how long refunds will be processed.

6.4 You acknowledge that Web Builder Pro Technologies Ltd is unable to change or edit the spelling of a domain name after you have registered it and is not liable to refund any errors or omissions on Your part. For clarity, You are responsible for the correct input of the domain you request.

6.5 In the event that domain names have been misspelled in error and You have been charged for them, You may be eligible for a credit to Your account if You contact us within 3 days of registering the domain name but are not eligible for refunds. Late notifications will not qualify for any credit. You acknowledge that credit is granted at the sole discretion of Web Builder Pro Technologies Ltd.

6.6 Further to clause 5.2 You acknowledge and understand that Domain names are not entitled to cooling off periods under Regulation 13(1)(c) of the Distance Selling Regulations 2000.

6.7 If You are a business entity or a representative of a business then you acknowledge and understand that the Distance Selling Regulations 2000 do not apply to You in respect of all services provided by Web Builder Pro Technologies Ltd.

## 7 Ownership and Transfers

7.1 The transfer service offered by Web Builder Pro Technologies Ltd is supplied on the basis that You will be responsible for changing the tag of the domain to Web Builder Pro Technologies Ltd and to ensure that the transfer completes to Your specifications. If You cancel a transfer, You will be responsible for contacting Web Builder Pro Technologies Ltd to arrange a refund for the incomplete transfer, if applicable.

7.2 On transfer, You can select to register the transferred domain for a minimum term of one year up to a maximum term of ten years, on certain domains. You acknowledge that the maximum terms for a particular domain may vary and are available on an "as is" basis as displayed by Web Builder Pro Technologies Ltd.

7.3 Web Builder Pro Technologies Ltd will only allow a domain name owned or managed by You to be attached to the IPS tag of Web Builder Pro Technologies Ltd (Our Tag is 'WEBBUILDERPRO')

7.4 Web Builder Pro Technologies Ltd shall determine the legal owners of a Domain to be those listed on the WHOIS results, whether this may be an individual or business entity.

7.5 In the event that ownership is disputed You acknowledge and agree to resolve all disputes prior to contacting Web Builder Pro Technologies Ltd to organise a transfer.

7.6 If you wish to transfer ownership of a Requested or Registered Domain then You must do the following:

- 7.6.1 ensure that all necessary consents and permissions to that transfer have been obtained
- 7.6.2 deliver to Web Builder Pro Technologies Ltd, on demand, documentary evidence of all such relevant consents and permissions.

7.7 You agree that on transferring ownership of a Registered Domain to another person or registering a Domain on behalf of another person (the "Transferee") You will confirm and prove that the Transferee agrees in writing to be bound by the terms of the Agreement at Web Builder Pro Technologies Ltd's request.

7.8 Web Builder Pro Technologies Ltd will not transfer ownership of a Requested Domain until all Fees attributable to the services associated with the account, which are due have been paid by You to Web Builder Pro Technologies Ltd.

## 8 Miscellaneous

8.1 Web Builder Pro Technologies Ltd may from time to time change the registrar that a Requested Domain is held with, at its discretion and without notice to You.

8.2 You agree and acknowledge that Web Builder Pro Technologies Ltd will make registration information provided by You in relation to the Requested Domain available to ICANN, Nominet or any other appropriate registration authority, the registry administrators, and other third parties as applicable laws may require or permit including the police or other enforcement authority.

8.3 You further acknowledge that Web Builder Pro Technologies Ltd may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information provided, for purposes of inspection (such as through the WHOIS service) or other purposes as required or permitted by ICANN, Nominet and applicable law. For further WHOIS Privacy Terms please see our separate WHOIS Terms and Conditions Document.

8.4 You consent to any and all such disclosures, whether during or after the term of registration of the Requested Domain. You irrevocably waive any and all claims and causes of action arising from such disclosure or use of the domain name registration information by Web Builder Pro Technologies Ltd.

9 By signing up for any of our services you agree to be bound by all Web Builder Pro Technologies Ltd terms and conditions.