

Stayfree Hosting Terms and Conditions of Sale

Names and webspace provided are registered through Lock 42 Limited t/a Stayfree Hosting ("Stayfree Hosting") and are done so under the following terms and conditions: These are the terms and conditions of a Contract for the registration, use and maintenance of a domain name in the register of domain names, which is made between the person or organisation applying to register the domain name ("the Applicant") and Lock 42 Limited t/a Stayfree Hosting ("Stayfree Hosting").

.uk Domains are also subject to Nominets terms & conditions.

1. Applicants Registration Obligations

The Applicant :

1.1 Warrants to Stayfree Hosting that the details submitted in the application to Stayfree Hosting are true and correct and undertakes to notify Stayfree Hosting promptly of any change that occurs to those details.

1.2 Warrants to Stayfree Hosting that the domain name does not, directly or indirectly, infringe the rights of any third party.

1.3 Warrants to Stayfree Hosting, not to use the domain name in any unlawful manner.

1.4 Will pay the registration and maintenance fees within 30 days of Stayfree Hosting's invoice for those fees.

1.5 Agrees and grants Stayfree Hosting in the event of a charge back by a credit card company (or non payment of fees) to let the domain name(s) in question be transferred to Stayfree Hosting. Stayfree Hosting then may do with this domain as Stayfree Hosting sees fit to do so.

1.6 Consents to the inclusion of personal data in the application being held in the register of domain names and (subject to the EU Directive on Data Protection 95/46/EC and the provisions of the UK Data Protection Act, 1999) to that data being made available to those who wish to obtain information concerning the registration of the domain name or related purposes.

1.7 Agrees to be bound to the current ICANN uniform Domain-Name dispute policy

1.8 Stayfree Hosting according to ICANN rules will make public some of this information, (name, address, phone and fax number, domain name, nameserver names and IP addresses) via a whois directory and bulk access to this directory as (mandated by ICANN). Stayfree Hosting agrees not to provide third parties (except whois directory and bulk access to whois directory as mandated by ICANN) with any information other than that which is necessary for technical operation of the domain name.

1.9 The applicant consents to the data processing involved in this contract.

1.10 The applicant understands that a domain is for a fixed period only and is responsible for the payment of renewal fees when they become due.

1.11 The applicant understands that notice has been provided to any third-party individuals whose Personal Data are supplied to Stayfree Hosting by the applicant, and that the applicant has obtained consent of any such third-party individuals.

1.12 Stayfree Hosting shall take reasonable precautions to protect Personal Data from loss, misuse, unauthorised access or disclosure, alteration, or destruction.

1.13 Bulk access opt out policy. Stayfree Hosting assumes all domain name holders who are individuals wish to opt out of inclusion in bulk access of data. As such Stayfree Hosting will not distribute this data unless specifically authorised to do so.

1.14 The Registered Name Holder shall provide to Stayfree Hosting accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorised person for contact purposes in the case of an Registered Name Holder that is an organisation, association, or corporation; and the follow data elements. The names of the primary nameserver and secondary nameserver(s) for the Registered Name; The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

1.15 Agrees and understands that wilful provision of inaccurate or unreliable information, or wilful failure promptly to update information provided to Stayfree Hosting, or failure to respond for over fifteen calendar days to inquiries by Stayfree Hosting concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of this contract and be a basis for cancellation of the Registered Name registration.

1.16 In the case of the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) the courts of England and Wales.

1.17 The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Stayfree Hosting or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

1.18 Agrees to be bound by ICANN's Uniform Domain Name Dispute Resolution Policy. [UDRP](#).

1.19 Agrees and understands ICANN's Registrant Rights and Responsibilities [2009](#).

1.20 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

Applicants Webhosting Obligations

Applicable to Stayfree Hosting Ltd webhosting, not domain name registration :

1.20 Warrants not to use the web site for adult, pornographic or any other purpose that may be construed as offensive to public morality.

1.21 Will not use the site for music / video streaming, chat rooms or irc bots.

1.22 Accepts absolute responsibility for the content of the site and indemnifies Stayfree Hosting against any claims whatsoever for any costs arising from the content or operation of the site.

1.23 Will only display proprietary material on the site when the applicant has obtained the written permission of the owner to do so.

1.24 Will not store more data on the site than the allocated number of megabytes.

1.25 Will take full responsibility for the security of the data of the site and will make regular back up copies of the data.

Applicants General Obligations

1.26 Agrees to keep all passwords confidential and will not divulge them to any other individual. Should there be a lapse in the security the applicant will notify Stayfree Hosting immediately.

1.27 Agrees to abide by Stayfree Hosting's acceptable use policy. Violation of our acceptable use policy may result in the suspension or termination of your access to our services - without warning. We also reserve the right to bill any customer for administrative costs and/or reactivation charges incurred.

1.28 Agrees and acknowledges that Stayfree Hosting is not responsible for any email and/or its contents sent to the client (spam or otherwise) via our mailservers or by any other means.

1.29 Agrees and acknowledges that Stayfree Hosting may change these terms and conditions at any time.

Payment Via Bank Transfer

1.30 If you opt to pay via bank transfer, you accept that it is your responsibility to ensure that Stayfree Hosting is not only in receipt of the payment but also understands what the payment is for. An email sent as confirmation is NOT sufficient. A domain can only be considered to be renewed or registered once you have confirmation that we have received and recognised what the payment is for. If there is any confusion over what the payment is for or whom the payment is from then the domain(s) may not be renewed and will be deleted.

1.31 We recommend referring to the invoice number.

2. Stayfree Hosting's Registration Obligations

Stayfree Hosting will:

2.1 Process the application in accordance with its current policy on registration and use of domain names in the register of domain names.

2.2 Enter the domain name in the register of domain names on a "first-come; first-served" basis, whether or not Stayfree Hosting has received payment of the registration fee.

2.3 Notify the Applicant (or agent) of the outcome of the application. If the application is not accepted, Stayfree Hosting will return the registration fee paid within 28 days .

2.4 Use its reasonable endeavours to ensure that details of the Applicants registration are correctly entered and maintained in the register of domain names.

3. Cancellation or Suspension of Registration.

3.1 If the Applicant does not pay the fees for registration and renewal of a domain name within 30 days of Stayfree Hosting's invoice, Stayfree Hosting may cancel the registration of that domain name without further notice to the Applicant. If a domain name is cancelled for non-payment of fees, it may be transferred to Stayfree Hosting, another company or it may be made available again.

3.2 In exceptional circumstances, Stayfree Hosting may cancel or suspend the registration of a domain name or transfer ownership of a domain name to or from Stayfree Hosting Limited. Registration and renewal fees will not be refunded where a domain name is cancelled or suspended in any exceptional circumstances. Exceptional circumstances include, but are not limited to, the submission to Stayfree Hosting of false or misleading information by the Applicant in an application for registration of a domain name; breach of this contract by the Applicant; situations where registration would, in Stayfree Hosting's opinion, put Stayfree Hosting in breach of statutory or regulatory obligations or the terms of any court order; or where continued registration of a particular domain name would conflict with Stayfree Hosting's policy on registration and use of domain names in the register of domain names which is in force at that time.

3.3 An Applicant may ask Stayfree Hosting to cancel the registration of a domain name at any time by notice in writing to Stayfree Hosting. Stayfree Hosting will remove the registration from the register of domain names within 30 days of receiving the Applicant's notice. No refund of any registration or renewal fees will be made.

3.4 The Applicant understands that failure to supply true and correct data as in clause 1.1 may result in Stayfree Hosting cancelling the registration and deleting the domain(s) without notice.

4. Transfers

4.1 No domain name is owned by any Applicant and an Applicant only has the right to use a domain name registered in the register of domain names, for so long as registration and renewal fees are paid (and subject to Stayfree Hosting's cancellation rights referred to previously). Transfers to a third party of the right to use a domain name registered in the register of domain names can only be made by the third party applying for registration of the domain name, with the present Applicant's consent, and on payment of the registration fee in force at the time. If the domain name is not in dispute Stayfree Hosting will process that application in accordance with its policy on registration / use of domain names and its Terms and Conditions, in force at that time.

4.2. You may not transfer a domain whilst it is in dispute.

4.3 You may not move your domain name to another registrar during an applicant transfer, moving registrars may only take place 60 days or more after such a transfer.

5. Renewals and ongoing services

5.1 We invoice you by email of any pending domains renewals 28 days in advance of expiry, a reminder will be sent 14 days before expiry.

5.2 Invoices may be paid by cash, cheque or bank transfer

5.3 If no payment is received an email will be sent 14 days after expiry notifying that the domain will cease to function in the next 14 days

5.4 All our web related services and prices are displayed on our website. www.stayfreehosting.co.uk

6. Applicants Indemnity to Stayfree Hosting and its personnel.

6.1 The Applicant understands that Stayfree Hosting does not accept any liability in respect of the use by the Applicant of a domain name in the register of domain names or for any conflict with the rights of any third party in respect of any trade mark or service mark (registered or unregistered), business name, or words or phrases. The Applicant also understands that registration of a domain name in the register of domain names does not give any immunity from objections or claims by third parties in respect of the registration or use of that domain name.

6.2 The Applicant agrees to indemnify and hold harmless each of Stayfree Hosting, its directors, employees and agents against any loss and/or damages (including legal costs) awarded by a court of competent jurisdiction as a result of any claim arising out of, or in connection with, the registration or use of the Applicant's domain name. Such claims include, but are not limited to, claims of infringement of any trade mark, service mark, business name, or other rights in words or phrases, and claims for defamation or injury to business reputation.

6.3 The Applicant agrees that Stayfree Hosting may turn off, suspend or delete any domain which conflicts with the rights of any third party in respect of any trade mark or service mark (registered or unregistered), business name, or words or phrases.

7. Applicants Indemnity to Verisign INC and its personnel.

7.1 The Applicant understands that Verisign does not accept any liability in respect of the use by the Applicant of a domain name in the register of domain names or for any conflict with the rights of any third party in respect of any trade mark or service mark (registered or unregistered), business name, or words or phrases. The Applicant also understands that registration of a domain name in the register of domain names does not give any immunity

from objections or claims by third parties in respect of the registration or use of that domain name.

7.2 The Applicant agrees to indemnify and hold harmless each of Verisign, its directors, employees and agents against any loss and/or damages (including legal costs) awarded by a court of competent jurisdiction as a result of any claim arising out of, or in connection with, the registration or use of the Applicants domain name. Such claims include, but are not limited to, claims of infringement of any trade mark, service mark, business name, or other rights in words or phrases, and claims for defamation or injury to business reputation.

8. Applicants Indemnity to - Public Interest Registry ("PIR") and its personnel.

8.1 The Applicant understands that PIR does not accept any liability in respect of the use by the Applicant of a domain name in the register of domain names or for any conflict with the rights of any third party in respect of any trade mark or service mark (registered or unregistered), business name, or words or phrases. The Applicant also understands that registration of a domain name in the register of domain names does not give any immunity from objections or claims by third parties in respect of the registration or use of that domain name.

8.2 The Applicant agrees to indemnify and hold harmless each of PIR, its directors, employees and agents against any loss and/or damages (including legal costs) awarded by a court of competent jurisdiction as a result of any claim arising out of, or in connection with, the registration or use of the Applicants domain name. Such claims include, but are not limited to, claims of infringement of any trade mark, service mark, business name, or other rights in words or phrases, and claims for defamation or injury to business reputation.

9. Stayfree Hosting's Liabilities.

9.1 All implied conditions and warranties by Stayfree Hosting are excluded.

9.2 Stayfree Hosting will not be liable for any loss of profit, loss of anticipated savings, or any other commercial damage including, but not limited to, special incidental, consequential, business interruption or other indirect damages, under any cause of action arising out of, or relating to, this contract even if Stayfree Hosting has been advised of the possibility of such damages. Subject to statute, the liability of Stayfree Hosting to the Applicant for any claim arising out of or relating to this contract, or for negligence in the performance of this contract, does not exceed the aggregate amount paid to Stayfree Hosting by the Applicant for registration and renewal fees in the current period of registration.

10. Bulk Access of Data.

10.1 Stayfree Hosting will provide bulk access to the whois data as mandated by ICANN, subject to the following restrictions..

10.2 The data is not used to allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam).

10.3 The data is not to be used to enable high-volume, automated, electronic processes that apply or affect the Registrar (or its systems).

10.4 The data is not to be sold or redistributed except insofar as it has been incorporated by the requesting third party into a value-added product or service that does not permit the extraction of a substantial portion of the bulk data from the value-added product or service for use by other parties.

10.5 Registrar enables domain name holders who are individuals not to have Personal Data concerning their registrations available for bulk access for marketing purposes based on Registrar's "Opt-Out" policy.

11. Violations of Stayfree Hosting's Acceptable use policy

The following constitute violations of this acceptable use policy:

11.1 Illegal use. Using the services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, national or international law.

11.2 Threats. Using the services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.

11.3 Harm to minors. Using the services to harm, or attempt to harm, minors in any way.

11.4 Harassment. Using the services to transmit/point any material/name (by email, uploading, posting, or otherwise) that harasses another.

11.5 Fraudulent activity. Using the services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes" , "chain letters" , etc.

11.6 Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

11.7 Unsolicited commercial email/Unsolicited bulk email. Using the services to transmit any unsolicited

commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.

11.8 Unauthorised access. Using the services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Stayfree Hosting's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

11.9 Copyright or trademark infringement. Using the services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorised copying of copyrighted material, the digitisation and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorised transmittal of copyrighted software.

11.10 Collection of personal data. Using the services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

11.11 Reselling the services. Reselling the services without Stayfree Hosting's authorisation.

11.12 Network disruptions and unfriendly activity. Using the services for any activity which adversely affects the ability of other people or systems to use Stayfree Hosting services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the customer's responsibility to ensure that their network is configured in a secure manner.

11.13 Long Connections and Multiple Logins. Customers may not use the services on a standby or inactive basis in order to maintain a connection. Accordingly, Stayfree Hosting maintains the right to terminate any customer's connection following any extended period of inactivity as determined by Stayfree Hosting.

11.14 Exceeding Web Site Size and Traffic Limitations: Each customer's webspace is allocated a certain amount of traffic per month (traffic is calculated on a formula multiplying the number of hits that your site receives by the size of your files). If a site exceeds either its maximum size or its maximum monthly allotment of traffic, the site may become unavailable and you will be required to upgrade your hosting package accordingly. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via certain Web creation tools.

12. When registering .INFO names the registrant agrees:

12.1 Consent to the use, copying, distribution, publications, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 of the Registry / Registrar license agreement;

12.2 Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP) and the Sunrise Dispute Resolution Policy (SDRP).

12.3 Immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name.

12.4 Acknowledge that Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.

13. When registering .BIZ names, the registrant agrees

13.1 to provided data which is true, correct, up to date and complete. The registrant will keep the information provided above up to date.

13.2 that registered domain name will be used primarily for bona fide business or commercial purposes and not

(i) exclusively for personal use; or (ii) solely for the purposes of

(1) selling, trading or leasing the domain name for compensation, or

(2) the unsolicited offering to sell, trade or lease the domain name for compensation.

13.3 that they have the authority to enter into the registration agreement

13.4 the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

14. .Biz Dispute Resolution Services

14.1 The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(i) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp>;

(ii) The Start-up Dispute Resolution Policy ("SUDRP"), available at <http://www.neulevel.biz>; and

(iii) The Restrictions Dispute Resolution Criteria and Rules found at <http://www.neulevel.biz>

The SUDRP sets forth the terms and conditions in connection with a dispute between a registrant of a .biz domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .biz domain name registered by Registrant that is subject to the Start-up Intellectual Property Notification

Service ("SIPNS"). SIPNS is a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the SUDRP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

15. Reservation

15.1 The registry Operator reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement and its Exhibits; or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to freeze a domain name during resolution of a dispute.

16. Other Domain Names

16.1.a All domain names are supplied subject to our terms and conditions in addition to those of the registry responsible for the domain.

16.1 Other domain names are supplied subject to the terms and conditions of the registry responsible for the name. Other domain names include but are limited to those shown on the list below.

16.1.3 .co.uk, org.uk, net.uk, ltd.uk, plc.uk and me.uk domain names are subject to "Nominet UK Ltd's" terms and conditions of sale, found at <http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms>.

16.1.4 .it domain names are subject to "Registration Authority Italiana's" terms and conditions of sale, found at <http://www.nic.it/RA/index.html>.

16.1.5 .ch domain names are subject to "The Swiss Education & Research Network's" terms and conditions of sale, found at <http://www.switch.ch/id/terms/>.

16.1.6 .uk.com and eu.com domain names are subject to "CentralNic's" terms and conditions of sale, found at <http://www.centralnic.com/page.php?cid=71>.

16.1.7 .name domain names. The .name is a space for individuals' Personal Names. A Personal Name may be, without limitation, a name, nickname, pseudonym, alias, or something an individual or fictional character is commonly known as in its own social context. An individual can register a Personal Name, or a company or individual can register a fictional character to which it has rights. This is valid for both third level and second level registrations. For a full description of the Eligibility Requirements, please read <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>.

16.1.8 .me domain names are subject to The University of Montenegro's Center of Information System's terms and conditions of sale, found at <http://www.registry.me>.

17. Force Majeure

17.1 All domains are subject to any changes that may be made by its owner and/or administrator. i.e. ICANN in the case of top level domains, and / or the country code administrator in the case of country codes. Any such changes are outside the control of Stayfree Hosting, agents, partners, directors and employees.

17.2 Stayfree Hosting, agents, partners, directors and employees will not be responsible for any losses or damages, direct or indirect resulting from any failure to perform any obligation or provide service hereunder because of any Force Majeure, or governmental acts or directives, strikes, riot or civil commotion, war, any natural disaster, equipment failures or shortages, or any other similar force or condition outside Stayfree Hosting's control.

18. General.

18.1 These terms and conditions constitute the entire agreement between the Applicant and Stayfree Hosting for the registration and maintenance of the domain name, email redirection and webhosting. They supersede any previous agreements, negotiations, promises or representations, whether verbal or written. If there is any inconsistency between these Terms and Conditions and other material on Stayfree Hosting's websites, then it is these Terms and Conditions that apply.

18.2 If any, or any part, of these Terms and Conditions is held to be invalid or unenforceable, then this will not affect the remainder of this contract between the Applicant and Stayfree Hosting, which shall continue to be binding.

18.3 This contract shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

18.4 Notices to be given under this contract shall be in writing and shall be served personally or sent by first class pre-paid post, addressed: * to Stayfree Hosting, at its registered office; * to the Applicant, at the address registered for the Applicant (or agent) in the register of domain names.

19. Resellers.

By becoming a reseller of Stayfree Hosting you agree to the following.

19.1 The Reseller is prohibited from displaying the ICANN or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited by ICANN unless it has written permission from ICANN to do so.

19.2 The registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

19.3 The Reseller shall identify the sponsoring registrar upon inquiry from the customer.

19.4 The Reseller shall ensure that the identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by reseller in connection with each registration will be deposited with Stayfree Hosting or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed.

Where escrow is used, the escrow agreement will provide, at a minimum, that data will be released to registrar in the event reseller breaches the reseller agreement, and such breach is harmful to consumers or the public interest. In the event that ICANN makes available a program granting recognition to resellers that escrow privacy or proxy registration data as detailed above, and reseller meets any other criteria established by ICANN in accordance with its Bylaws, reseller shall be permitted to apply to ICANN for such recognition.

19.5 To the extent that Stayfree Hosting is obligated to provide a link to an ICANN webpage the Reseller also shall be under an obligation to provide such linkage.

19.6 If Stayfree Hosting becomes aware that such a Reseller is in breach of any of the provisions of this section of the Agreement, Stayfree Hosting will take reasonable steps to notify the Reseller that it is in breach of the reseller agreement and that Stayfree Hosting has the right to terminate such agreement.

All ICANN managed domains are subject to the [Registrants Benefits and Responsibilities Policy](#)
In addition all registrants must be made aware of the following

[ICANN's registrant educational information webpage.](#)

Agree to the ICANN [Uniform Domain-Name Dispute -Resolution Policy.](#)

Be aware of the ICANN [Uniform Transfer Policy.](#)

Be aware of the ICANN [Whois Data Reminder Policy.](#)

20. Privacy and Proxy Registrations

20.1 All registrants of ICANN managed domain names are automatically included into our Email Privacy Service. You may additionally request full privacy protection on Name / Address and Telephone number via your control panel or at the time of order. You may also completely remove all privacy protection via your control panel or by requesting us to do so at support@bb-online.co.uk. Privacy protection is free of charge and is provided by us, Stayfree Hosting Limited.

20.2 Abuse/Infringement Point of Contact: In the case of abuse of this service please email admin@stayfree.co.uk.

20.3 If abuse or trademark infringement is found, please contact us at the email above, additionally we may be contacted at:

Abuse Controller
Stayfree Hosting Limited
2-4 Frog Island
Leicester
LE3 5AG
United Kingdom
Tel: +44 116 2230303
Email: admin@stayfree.co.uk

20.4 Stayfree Hosting reserves the right to terminate this service at any time for any reason, the service is a free service and is provided at the discretion of Stayfree Hosting, in practice these reasons will vary but will to aid the normal legal running of the internet. In addition it is recognised that this service must be switched off for registrar

transfers.

20.5 Stayfree Hosting will use all reasonable efforts to relay on all non SPAM and non Marketing communications for the registrant; We will attempt not to forward SPAM but cannot guarantee total SPAM filtering, as with all anti-SPAM services some genuine emails may also be lost.

21. Enquires / Abuse / Complaint Procedure

21.1 Please contact us by telephone or email and we will attempt to resolve all enquiries within 5 business days.

21.2 If this issue is of a technical nature or cannot be immediately resolved, we will provide you with an expected time of when the issue should be resolved.

In the rare cases when an issue needs to be escalated an internal ticket will be raised and will not be closed until we notify you of the outcome. We will respond in 5 business days of escalation in writing.

If you are not satisfied with our response you should contact us in writing upon receipt we will refer the matter to the Managing Director who will re-examine the issue and attempt to solve this directly with you.

21.3 Global capabilities

Stayfree Hosting deals with registries around the globe, some of these local registries have manual systems and limited technical capabilities, in these cases the time to resolution may be longer than we will normally be happy with. However we will still keep you informed and provide you an estimate of a fix time.

Please feel free to contact us at any time, we strive to give you a positive quality service, and we will always do everything we can reasonably do to solve your issues in an efficient manner.