

**PLEASE READ THESE TERMS AND CONDITIONS. THESE DO NOT AFFECT YOUR STATUTORY RIGHTS UNDER Internet LAW.**

**SERVICE OBLIGATION:**

Cyber-Net Services will use reasonable endeavours to ensure a prompt and continuing service as described in the specification ("the Service") but will not be liable for any loss of data resulting from delays, non-deliveries, or service interruptions caused by circumstances beyond the direct control of Cyber-Net Services, or by errors or omissions of the Customer. Cyber-Net Services specifically excludes any condition of warranty as to the accuracy of third party information received through the Service.

Cyber-Net Services will not be held liable for indirect, economic or consequential loss whatsoever.

The liability of Cyber-Net Services in contract or in connection with the supply of the Service shall be limited in respect of any one event or a series of two or more connected events to the value of the domain name(s).

Breach of Terms and Conditions by customers shall lead to termination of Service with no entitlement to refund.

All fees paid are non-refundable and once registered domain names cannot be changed in their name or extension without the costs due in the registration of a new name with the appropriate registry costs.

**CONTRACT OF SERVICE:**

All domain names registered via Cyber-Net Services are done so under the clients name - this means that the domain names are legally owned by respective owners under the control of Cyber-Net Services unless otherwise stated.

The web hosting is invoiced and renewed on an annual basis..

The contract period shall be for the whole term of fees paid by the Customer until the expiry of the valid domain name period usually one years from the date of registration. 14 days notice of cancellation must be received in writing, prior to the renewal date of a domain name or any other products.

Cyber-Net Services may elect to suspend or terminate the Service immediately on any default of payment by the Customer.

From time to time parts of the Cyber-Net Services network may be taken off-line for repair or routine maintenance. Cyber-Net Services will endeavour to give as much notice as possible but will not be held liable for any unscheduled downfall in the Network due to extraneous conditions including but not limited to Act of God, inclement weather, act of telephone or Governmental organisations or power failure.

**PAYMENT TERMS:**

If part payment of a website has been agreed i.e. half website cost upfront and half on completion of website, this is on the condition that the artwork pack is completed and returned within 60 days. As all website packages are paid for in full by ourselves when the domain name is registered and therefore costs have been incurred, if the artwork pack has not been returned within 60 days, the remainder of the money owed will be taken.

**IMPROPER USE AND LIABILITIES:**

The Customer shall acknowledge that he/she will only use the Service for lawful purposes. The Customer shall not use the Service to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property (including any trade mark or Copyright). This extends to violations due to any spamming and or bulk email activity for which Cyber-Net Services can and will follow up in the Courts of Law.

The Customer shall take reasonable precaution to prevent the reception and transmission of viruses to the Cyber-Net Services Network and beyond and shall not attempt any intentional and malicious damage to the Cyber-Net Services Network or use the Service to affect other computers.

It is the Customer's responsibility to keep all user names and passwords secure and not let third parties knowledge or access to them or to store them on any computer in plain text or in a format that is easily accessible.

The Customer will notify Cyber-Net Services immediately by telephone or e-mail in any event of a username or password becoming known to a third party.

The Customer hereby indemnifies Cyber-Net Services or its trading concerns against any action taken by a third party resulting from the Customer's use of the Service.

The Customer shall notify Cyber-Net Services of any action taken against them by a third party and will not hold Cyber-Net Services liable for any resulting costs.

The Customer shall be responsible and liable for any costs to telephone companies by use of the Service from their point of connection.

The Customer acknowledges that Cyber-Net Services cannot exercise control over the content of information passed across the Internet and via the Service.

The Customer agrees to conform to the acceptable policies of connecting to other Networks or computers across the Internet.

**SUB-LEASE/RE-SELLING RESTRICTIONS:**

The Customer agrees not to re-assign, re-sell, sub-lease or transfer their account in any way, shape or form without the proper procedures being followed as required by the appropriate domain name registry. Contravention shall lead to immediate termination of the Service to the Customer by Cyber-Net Services.

**SERVICE AGREEMENT:**

Any domain transfers should be made in writing via email only and no refunds will be due for domain registrations.

Domain transfer requests - provided all details are correct and procedures followed by the customer - will be carried out by Cyber-Net Services assuming all outstanding invoices/balances have been settled by the customer with Cyber-Net Services.

In the event of a customer wishing to transfer their domain name to another Internet Service Provider (ISP), a small transfer charge equal to the current annual hosting charge will become payable.

**DOMAIN NAME AGREEMENT:**

Cyber-Net Services will register a domain to an individual and/or company on a per domain basis and the individual or company is granted exclusive use of this domain so long as all fees are paid and the balance of any accounts are kept up to date.

By registering a name you agree to keep Cyber-Net Services and its associated companies and its Directors fully and effectively indemnified at all times against action brought about by any person, persons or company against you in using the name. You will assume liability and costs for any such action and release Cyber-Net Services and its associated companies should any such situation arise.

Any registered domain can be used for any legal, decent and honest use on the Internet and must not breach any Internet laws. The name cannot be used for any immoral or pornographic use. The registrant agrees to have read and accepted the terms and conditions of the appropriate domain registry before ordering a domain name for registration by Cyber-Net Services.

Cyber-Net Services shall not be liable for indirect, incidental or consequential damages, including loss of income, data, or information in any event by use of the Service.

Cyber-Net Services reserves the right not to register or assign any domain name for whatever reason.

Cyber-Net Services reserves the right to delete or suspend any domain name if payments have been defaulted upon and may at its discretion levy admin charges in re-establishing any domain or service thereof.

Cyber-Net Services reserves the right to vary the rate charged for domain name registrations and renewals and/or modify the services offered providing at least 28 days notice via its website of any cost or service changes.

**GENERAL TERMS AND LAW:**

Cyber-Net Services reserves the right to do normal system housekeeping such as creating back-ups AND do not accept responsibility for ensuring back up works though - your data security is your own problem.

If Cyber-Net Services suspect Illegal Activity, we may notify the authorities and reserve the right to do anything on the system which our lawyers advise us to do in the protection of the system.

This Agreement is governed by the laws of the United Kingdom, and you consent to the exclusive jurisdiction and venue of the Central London County Courts or the London High Court in all disputes arising out of or relating to your use of the Cyber-Net Services service.

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and Cyber-Net Services as a result of your use of Cyber-Net Services. You agree not to hold yourself out as a representative, agent or employee of Cyber-Net Services. You agree that Cyber-Net Services will not be liable by reason of any representation, act or omission to act by you.

Each respective Registry (ie Nominet, InterNic etc...) will notify the legal registrant of the disputed domain(s) of their position and liaise with all parties in dispute as determined by their respective terms and conditions of service provision. Cyber-Net Services cannot enter into any direct involvement with the resolution of any dispute other than inform and relay to its client any information supplied by the appropriate Registry as we have no ultimate control over of any domain assigned by any Registry.

Cyber-Net Services under intellectual property and internet law reserve the right to cancel and/or remove services if a customer is found to be causing/writing anything that is factually untrue and is potentially damaging towards Cyber-Net Services, this includes libel, slander and defamation of character.

### **INTELLECTUAL PROPERTY RIGHTS:**

All information, both text and pictures supplied by the customer is copyrighted to the customer. All information, both text and pictures supplied by Webworks is copyright to Webworks. All website designs are also copyright of Webworks. We reserve the right to place our banner on all websites that we produce.

In the event that the customer cancels their subscription to Webworks, or requests a transfer away from Webworks, all information owned by the customer can be retained. However the website itself will be taken down from the world wide web. Any attempt to claim the Work of Webworks as their own by a current or former customer is in breach of our intellectual property rights and may result in legal action.

### **THIRD PARTY SOFTWARE**

Cyber-Net Services sometimes use third party software to develop websites. Although every step is taken to ensure this software is used in the most appropriate way, software is always open to upgrade releases and security updates. Cyber-Net Services will ensure that you are notified of these updates or carry out the update on your behalf. Dependant on the services currently held with each client, these updates may incur small costs.

### **JSHOP Server**

Cyber-Net Services often uses JSHOP Server software by Whorld Ltd which can be found at [www.jshop.co.uk](http://www.jshop.co.uk)

Cyber-Net Services will use this software under the licence agreement at Jshop and under the Licence ID of 'Cyber-Net Services'. This is clearly identified on each site as and when you login to your website administration system.

Customers wishing to use their own licence or transfer a website away from Cyber-Net Services must first obtain their own Jshop Server licence. Cyber-Net Services is happy to purchase the licence agreement on the Customers behalf at the cost of the software at the time of purchase.

Please visit Jshop server for their full terms and conditions  
([http://www.jshop.co.uk/terms\\_and\\_conditions.html](http://www.jshop.co.uk/terms_and_conditions.html))