



# workflowsolutions

## Workflow Solutions Domain Name Registration Full Terms and Conditions

### 1. Customer Obligations

- 1.1 The Customer shall not use any domain name registered by Workflow Solutions on behalf of the Customer to communicate, reproduce, transmit, store or knowingly receive any material that is unlawful, offensive, abusive, indecent, defamatory, obscene or menacing, infringes the Intellectual Property Rights of or passes off as any third party.
- 1.2 The customer shall not provide incorrect or incomplete name, address, email address or telephone number or any other false information in relation to domain name registrations or otherwise enter information intended to conceal the Customer's identity. The Customer further acknowledges that it is its responsibility to notify Workflow Solutions of any changes to its details and to ensure that those details provided are kept up to date.
- 1.3 The Customer acknowledges that the registration and use of domain names is subject to the terms and conditions of the Relevant Naming Authority and accordingly agrees to be bound by them.
  - 1.3.1 Workflow Solutions register all .uk domains directly for the Customer through Nominet UK as a Nominet registrar and are bound by their terms and conditions in doing so.
- 1.4 The Customer hereby authorises Workflow to act as the administrative, technical and billing contact on all Domains and to perform all functions associated with these roles. The Customer may act as the administrative contact providing it has submitted a written request to Workflow Solutions and where the Customer is acting as the administrative contact it acknowledges that in relation to its role as administrative contact it is solely responsible for its acts and omissions and the consequences thereof. Workflow Solutions does not allow the Customer to act as the technical/billing contact and if the Customer wishes to act as the technical and/or billing contact it will have to transfer the domain away from Workflow Solutions who can accept no further responsibility for the domain.
- 1.5 The Customer acknowledges that it is solely responsible for maintaining adequate insurance cover in respect of any loss or damage relating to the provision of the Services.
- 1.6 The Customer acknowledges that the internet is not a completely secure medium of communication, and, whilst Workflow Solutions has taken steps to safeguard the security of information the Customer sends to Workflow Solutions, Workflow Solutions is not and will not be responsible for any damages the Customer may suffer as a result of the loss of confidentiality of such information.
- 1.7 In the event of any breach of the provisions of clauses 1.1, 1.2 and 1.3 by the Customer, Workflow Solutions reserves the right forthwith to withdraw, suspend or cancel the Services.



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- 1.8 In the event that the Customer submits any Order or uses any Services in such a way as may in Workflow Solutions opinion expose Workflow Solutions to the risk of legal or other proceedings or expose Workflow Solutions to loss or damage (including reputational damage) of any kind, Workflow Solutions reserves the right to refuse to process or continue processing any Order or to withdraw, suspend or cancel the Services or take any other action as it in its absolute discretion it sees fit.

## 2. Workflow Solutions Obligations

- 2.1 Workflow Solutions shall use its reasonable endeavours to obtain registration of the domain names requested.
- 2.2 Workflow Solutions does not warrant or guarantee that the domain name requested by the Customer will be registered or be capable of registration and the Customer should take no action in respect of the requested domain name until the Customer has been notified that the requested domain name has been registered.
- 2.3 The Customer acknowledges that any domain names registered by Workflow Solutions on the Customer's behalf may subsequently be suspended or cancelled by persons other than Workflow Solutions.
- 2.4 If the Customer does not make use of the Web redirection service for a domain, and does not have web hosting provided by Workflow Solutions under a separate contract, it will be redirected to a holding page or other website. The Customer agrees that Workflow Solutions may amend the content of any holding page or change the destination of any redirection is at its sole discretion. This does not in any way affect the Customer's right or ability to make use of the Web redirection facility as and when the Customer chooses until such time as the domain name registration period has expired.
- 2.5 Workflow Solutions will comply with all applicable data protection legislation in relation to the personal details that the Customer provides. All information provided to Workflow Solutions will be dealt with in accordance with Workflow Solutions privacy policy which can be found obtained by writing to us. The Customer acknowledges that Workflow Solutions is under no obligation to edit, review or modify information provided by or on behalf of the Customer. In order to maintain the integrity of the service, Workflow Solutions reserves the right to forward contact details to the police, or other regulatory authorities where requested to do so. Workflow Solutions may also forward contact details where a complaint arises concerning the Customer's use of the Service and where that use is deemed by Workflow Solutions to be inconsistent with these user conditions.

## 3. Fees

- 3.1 The Customer shall pay to Workflow Solutions the Fees, inclusive of any additional costs incurred by Workflow Solutions in processing a domain name registration or renewal.



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- 3.2 The Fees shall be paid by the Customer, as detailed via individual quotes, without set off or counterclaim.
- 3.3 The Customer acknowledges that the provision of the Services is conditional on Workflow Solutions receiving payment of the Fees in full and in the event of non-payment of Fees or suspected fraudulent activity in relation to payment of Fees by the Customer, Workflow Solutions reserves the right forthwith to withhold, suspend or cancel the Services.
- 3.4 The Customer acknowledges that occasionally unforeseen charges are incurred in processing Orders. Workflow Solutions shall obtain the Customer's written consent before incurring such charges.
- 3.5 Interest may be charged on overdue accounts at such a rate as may be obtained in writing. Such interest will be calculated on a daily basis from the date payment was due until the date payment is received (including any time following the entry of judgement) and will be compounded monthly.

## 4. Cancellation

- 4.1 In entering into a Contract with Workflow Solutions for Domain Name Services, the Customer acknowledges that performance of the Contract will begin immediately and that it is hereby forfeiting its right to cancel the Contract under the Regulations.

## 5. Refunds and Credits

- 5.1 If the domain name requested by the Customer is unable to be registered the Customer will be entitled to a refund of any Fees paid.
- 5.2 Unless otherwise provided in the Contract the Customer shall not be entitled to any refund of domain name registration or renewal fees where a registration or renewal has been completed.

## 6. Transfer of Domain Names

- 6.1 Workflow Solutions reserves the right to refuse to transfer a domain where any sum is due from the Customer to Workflow Solutions in respect of that domain name.
- 6.2 Where the Customer wishes to transfer the ownership of its domain to a third party Workflow Solutions may incur costs from its suppliers or the Relevant Naming Authority and will be entitled to charge that cost on to the customer.
- 6.3 On request from a customer in writing, Workflow Solutions will transfer any .uk domain name on which any fees due have been paid that has been registered by us for that customer to an alternative registrar without charge.



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- 6.4 Any domain name not registered through Workflow Solutions but subsequently transferred to Workflow Solutions is subject to the Conditions.
- 6.5 In submitting a request for a domain name to be transferred to Workflow Solutions the Customer warrants that it is the registrant of the domain name or is authorised to act for and on behalf of the registrant.
- 6.6 In the event of a dispute regarding the ownership of or any rights to a domain name transferred to Workflow Solutions, Workflow Solutions reserves the right to take any and all necessary action to protect itself including (without limitation) the right to give the registry key for the domain name to the registrant and/or to authorise the transfer of the domain name away from Workflow Solutions.

## 7. Renewal of Domain Names

- 7.1 Workflow Solutions will send the Customer a reminder by email before the domain is due for renewal. Workflow Solutions will renew the domain automatically and invoice the Customer in arrears, unless any fees already due in respect of the domain name have not been paid or the Customer tells us not to renew the domain. Any instruction not to renew must be received not later than 14 days before the domain is due for renewal whether or not Workflow Solutions has successfully contacted the Customer pursuant to this clause.
- 7.2 The renewal of any domain name through Workflow Solutions is subject to the Conditions.
- 7.3 When renewing non .uk domains, Workflow Solutions reserves the right in its sole discretion to change the registrar through which the domain is registered and in requesting the renewal of a domain name the Customer authorises Workflow Solutions to make such a change.
- 7.4 Workflow Solutions does not warrant or guarantee that the domain name requested by the Customer will be renewed or be capable of renewal and the Customer should take no action in respect of the requested domain name until the Customer has been notified that the requested domain name has been registered.
- 7.5 Any domain name not renewed by its expiry date will be de-activated on the expiry date. To avoid loss of service, the Customer should ensure that domains are renewed well in advance of the expiry date. Uninterrupted service cannot be guaranteed. After the expiry date, Workflow Solutions may change the nameservers of a domain name and/or redirect the domain name to a webpage showing advertising or promotional materials of Workflow Solutions or third parties.
- 7.6 Any .uk domain name may be renewed for a grace period of up to 90 days following its expiry date. The grace period following the expiry date for non-.uk domains varies, and where Workflow Solutions incurs costs from its suppliers we will be entitled to charge that cost on to the customer. If a domain is not renewed during the grace period it may be deleted. Once a domain has been deleted it cannot be renewed. At this point it will have to be re-registered and there is a risk that it may be registered by another person or company. To avoid loss of a



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domain name, the Customer should ensure that domains are renewed well in advance of the expiry date. Successful renewal cannot be guaranteed.

## 8. Resellers

8.1 If the Customer is acting in the capacity of a reseller of the Services or on behalf of a third party the Customer agrees:

- 8.1.1 to ensure that its customers or the third party are bound by the Conditions or terms and conditions no less exhaustive than the Conditions;
- 8.1.2 to ensure that at all times it acts in accordance with its customers' instructions;
- 8.1.3 to ensure that it seeks permission from its customers before passing any of their personal details to Workflow Solutions;
- 8.1.4 to provide all appropriate support to its customers including without limitation general customer services, billing and collection of fees and technical support;
- 8.1.5 to use commercially reasonable efforts to inform its customers when a domain name registration is due for renewal at least thirty (30) days prior to the end of the applicable registration term;
- 8.1.6 not to incur any liability on the part of Workflow Solutions; and
- 8.1.7 not to make any representation or warranty on behalf of or pledge the credit of or otherwise bind Workflow Solutions.

8.2 Workflow Solutions reserves the right to contract with the Customer's customer directly in relation to the provision of the Services on termination of the Contract with the Customer howsoever arising and/or in the event that Workflow Solutions is unable to contact the Customer and/or in the event that Workflow Solutions receives a complaint from the Customer's customer providing that the Customer's customer has requested Workflow Solutions to contract with them.

## 9. Indemnity

- 9.1 The Customer shall indemnify Workflow Solutions and its suppliers and keep Workflow Solutions and its suppliers fully indemnified from and against all liability, claims, costs, losses, loss of profits, expenses, business interruption, and other pecuniary or consequential loss (including reasonable legal costs and expenses) suffered or incurred by Workflow Solutions as a result of:-
- 9.1.1 access to and/or use of the Services by the Customer;
  - 9.1.2 any information, data or material produced, transmitted or downloaded by the Customer;



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- 9.1.3 any breach by the Customer of any of the provisions of these Conditions or of any law, code or regulation relating thereto or to the internet.

## 10. Limitation of Liability

- 10.1 Workflow Solutions warrants to the Customer that the Services will be provided using reasonable care and skill.
- 10.2 Except as set out expressly in these conditions, Workflow Solutions excludes all conditions, terms, warranties and representations (other than fraudulent representations) in relation to the whole or part of the Services whether imposed by statute or operation of law or otherwise including but not limited to implied warranties or conditions of accuracy, completeness, satisfactory quality and fitness for a particular purpose.
- 10.3 In no circumstances shall Workflow Solutions or its suppliers be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof for:
- 10.3.1 any increased costs or expenses;
  - 10.3.2 any loss of profit, business, contracts, revenues, or anticipated savings;
  - 10.3.3 the consequences of any failed or unsuccessful domain name registration or renewal;
  - 10.3.4 any claims that the domain name registered or requested by the Customer to be registered by Workflow Solutions on behalf of the Customer or that any Customer Site or material on a Customer Site infringes the Intellectual Property Rights;
  - 10.3.5 the consequences of any errors or interruption in the Services;
  - 10.3.6 any failure of email including without limitation non-receipt and mis-routing; or
  - 10.3.7 any changes in any of Workflow Solutions facilities, operations, procedures, products or Services which render obsolete or require modification of or alteration to the Customer's equipment or software;
  - 10.3.8 any special indirect or consequential damage of any nature whatsoever, arising directly or indirectly out of the provision by Workflow Solutions of the Services or the performance by Workflow Solutions of the Contract.



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- 10.4 Notwithstanding anything contained in the Contract Workflow Solutions liability to the Customer in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the Fees paid by the Customer for the Services.
- 10.5 The Customer expressly acknowledges that the provisions of this clause 9 satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act 1977 and that it shall be stopped from claiming to the contrary at any future date in the event of any dispute with Workflow Solutions concerning Workflow Solutions liability hereunder.
- 10.6 Where the Services are performed under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

## 11. Governing Law

- 11.1 The validity, construction and performance of the Contract shall be governed by English law and the parties hereby submit to the jurisdiction of the English Courts.

## Definitions

In these Conditions, the following words and expressions have the following meanings:

### Conditions

means these terms and conditions;

### Contract

means the contract for the provision of Services by Workflow Solutions to the Customer governed by the Order Form and these Conditions;

### Customer

means the customer to whom Workflow Solutions has agreed to provide the Services and whose details appear on the Order Form and emailed order;

### Customer Data

means data provided to Workflow Solutions by the Customer for the purpose of Workflow Solutions providing the Services.

### Domain Name Services

means the processing of Orders with the Relevant Naming Authority on the Customers' behalf and such additional services as may be agreed between the parties. Section B of these Conditions relates to Domain Name Services;



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## **Fees**

means the fees published (including any Pre-registration Fee and Deposit payable in respect of Pre-registration Services) by or on behalf of Workflow Solutions from time to time on the Website and payable in pounds sterling;

## **Intellectual Property Rights**

means any intellectual property rights or other proprietary rights including but not limited to copyright, design rights, trademarks or names and patents in each case whether registered or unregistered names;

## **Order**

means the Customers application for the Services;

## **Order Form**

means any emailed order, order form and customer sign up pages displayed by or on behalf of Workflow Solutions on the Website, the Customer's website administration area or elsewhere;

## **Regulations**

means the Consumer Protection (Distance Selling) Regulations 2000;

## **Relevant Naming Authority**

means Nominet UK for UK domain names, ICANN for international domain names and the .TV Corporation for .tv domains;

## **Transmit**

includes use, facilitate (e.g. by operating chatroom, discussion groups, FTP sites etc.) generate, link to, upload, post, publish, download, store, disseminate, email, send or receive via or in any way connected with our goods or services;

## **Website**

means Workflow Solutions website accessible at [www.workflowolutions.co.uk](http://www.workflowolutions.co.uk) or such other address as Workflow Solutions shall notify to the customer from time to time.

## **Web redirection**

means a service provided by Workflow Solutions whereby a domain can be configured so that it redirects an Internet user to a website located at a different Internet address.

## **Workflow Solutions**

means Actdrive Technology Ltd. T/A Workflow Solutions whose registered office is at City Arms House, 125 – 127 London Road, Stone, Dartford, Kent, DA2 6BH,, and its employees, agents or sub contractors (as appropriate);

## **You**

means the Customer applying for the provision of Services from Workflow Solutions.