

## Internet Services Terms & Conditions

### Dedicated Server

#### 1. Payment

If charges relating to your dedicated server (or any additional products associated with the server) are outstanding for a period greater than 5 working days, your service will be suspended and furthermore, HJS Essentia Ltd will refer the account to a debt collection agency and inform credit reference agencies. This may seriously affect your ability to obtain credit in the future.

All dedicated servers purchased after 25 February 2008 are subject to a 12 month minimum contract term.

#### 2. Service level agreement

At HJS Essentia Ltd we aim to deliver the highest possible levels of up-time. If our internet connectivity fails to meet the 99.9% up-time guarantee for your server, then you'll be eligible to claim a refund of one day's service fee for every hour that your server is unavailable. Contact us via the support website should you require any additional information.

**Please note:** 99.9% uptime guarantee does not include scheduled maintenance - normally conducted outside of working hours. If we can't fulfil this service level agreement, any compensation will be limited to the total fees that you have prepaid, excluding setup fees. HJS Essentia Ltd will refund no more than your monthly service fee.

### Email Services

#### Use of Microsoft Outlook 2003 Software

HJS Essentia Ltd Exchange Mail accounts include licensing for Outlook Client Software. The license fee is included with the monthly HJS Essentia Ltd service fee. Mailbox owners are permitted to install the software once on one PC for each Microsoft Exchange 2003 mailbox. Sharing of a single mailbox is not permitted unless additional licenses are purchased on a monthly basis for each user. If you cancel your HJS Essentia Ltd Exchange Mail account you are responsible for uninstalling any Outlook client software that is licensed as part of the HJS Essentia Ltd service.

#### Size of mailbox

Each mailbox has a storage quota. This is in place to protect your account and others from potentially large volumes of email sent to a single address that could materially affect the email system server. Additional storage can be purchased through your control panel. It is the mailbox owner's responsibility to ensure that his/her mailbox does not reach its allocated level. HJS Essentia Ltd cannot be responsible for email lost due to full mailboxes. You can check your mailbox size from your control panel.

#### Passwords

It is the mailbox owner's responsibility to keep his/her password confidential, and to change the password on a regular basis. HJS Essentia Ltd is not responsible for any data losses or security issues due to stolen passwords. HJS Essentia Ltd recommends that you use passwords that contain numbers and symbols in order to prevent unauthorized users from guessing commonly-used choices (i.e. "12345", "password", etc.).

## **Technical support**

Please see our online support site - with knowledge articles, how to articles and FAQ's. Additionally, we provide email and phone support.

## **Control panels and server management**

HJS Essentia Ltd provides web-based account and server management via a control panel. This is designed to give you control over your account and the Microsoft Exchange server features. You can use your control panel to perform most of the routine account and server management tasks. Online help is available from HJS Essentia Ltd' support website.

## **Service availability**

HJS Essentia Ltd monitors the server as a whole but does not monitor individual mailboxes. The Exchange server uses SMTP, a "store-and-forward" email protocol, to deliver outbound messages. This protocol does not guarantee immediate delivery of email messages. By default, the Exchange server makes a delivery attempt every ten minutes three times; after that the server will attempt message delivery every fifteen minutes. If there is no successful delivery attempt within twelve hours, a delay notification will be emailed to the sender. If there is no successful delivery attempt within two days, the message will be returned to the sender.

## **Scheduled maintenance**

To guarantee optimal performance on the servers, it is necessary for HJS Essentia Ltd to perform routine maintenance. Such maintenance often requires taking HJS Essentia Ltd Exchange servers off-line, typically performed during off-peak hours. HJS Essentia Ltd will give you advance notice of maintenance requiring the servers to be taken off-line whenever possible.

## **Security**

HJS Essentia Ltd makes every reasonable effort to ensure mailbox security at all times. We do this through a combination of various network security policies, load balancing and redundant systems. We make every reasonable effort to ensure the integrity of data on our systems. On the rare occasions where there may be a problem with specific mailbox data, it is the mailbox owner's responsibility notify to us. We cannot guarantee to restore data and we accept no liability for the loss of any such data.

## **Server storage capacity**

Each Exchange account is allotted an aggregated storage capacity initially equal to the total storage capacity of each mailbox. This storage capacity is shared among all mailboxes and public folders within your account; the quota cannot be exceeded. For an additional fee, you may increase your account storage capacity at any time from within the control panel.

## **Mailbox and Public Folder storage capacity**

In addition to the aggregate account storage capacity, each mailbox and public folder also has its own storage limit. When the storage capacity is reached on an individual mailbox or folder, the Exchange servers shall stop sending or receiving messages. HJS Essentia Ltd is not responsible for service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity. To prevent such occurrences, you can manage mailbox and public folder storage limits at any time from within the control panel.

## **Top level folders and sub-folders**

The Exchange Server retains ownership of the two top layers of the public folder hierarchy, "Public Folders", and, under that folder, the "All Public Folders". Users of Microsoft Outlook can create as many

Public folders as they wish under the existing folders, and these can be of any type allowed by the Exchange server (appointment, contacts, mail, notes, journal, or tasks).

### **Anti-virus checking**

HJS Essentia Ltd installs anti-virus software on its email servers for all Advanced and Exchange mailboxes. This software is configured to check messages coming into the email server. If a virus is detected, the message is deleted. No notification is sent to either recipient or sender of the message. Messages sent between mailboxes on the HJS Essentia Ltd platform are not checked.

### **Anti-SPAM message filtering**

HJS Essentia Ltd runs anti-SPAM software on its email servers for all Advanced and Exchange mailboxes. You can determine the levels of spam protection from within your control panel.

HJS Essentia Ltd also runs anti-SPAM software on outbound email from all mailboxes, and reserves the right to mark or delete any messages determined to be SPAM.

### **Ownership of data**

All data created or stored by you within HJS Essentia Ltd' applications and servers are your property. HJS Essentia Ltd shall allow access to such data by only authorized HJS Essentia Ltd personnel. HJS Essentia Ltd makes no claim of ownership of any web server content, email content, or any other type of data contained within the accountholder's server space or within applications on HJS Essentia Ltd' servers.

Customers are responsible for backing up their email before upgrading or removing mailboxes.

### **Free 30 day trial (email accounts only)**

You must provide us with a valid domain name, which could be used with your email package, or register a new domain name during signup.

You may not use the same domain name for more than one free trial.

If you don't cancel your email package before the end of the 30 day free trial, we will automatically charge your credit/debit card or PayPal account for your first month/year's service following the trial period.

The free trial is available to existing HJS Essentia Ltd customers, only when signing up for a new account via the HJS Essentia Ltd.co.uk website.

### **Use of email account**

If HJS Essentia Ltd identify a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

For details of what is not allowed by HJS Essentia Ltd and our spam/ illicit material policies please see our Acceptable Use Policy section of our terms of service.

### **Email retrieval and timescale**

HJS Essentia Ltd' policy on maintaining stable data-transfer levels includes a deletion process for email as follows: (i) all mail in IMAP "Trash" folders will be deleted automatically after 7 days. Such mail is checked for nightly; (ii) if a mailbox is not accessed for 60 days, either by POP or IMAP, all mail over 90 days old will be deleted automatically. This process will be repeated nightly until the mailbox is accessed again; (iii) Root mailboxes that are not accessed for 90 days will have their quota reduced to 1MB automatically (with any existing mail over this new quota deleted). If the Root mailbox is accessed again, its quota will

be increased back to the original 50MB (Root mailboxes being Standard mailboxes). Note that after 90 days, the Root mailbox will have already undergone a cleanup after 60 days of inactivity. HJS Essentia Ltd does not accept any responsibility whatsoever for any deleted mail.

## **Domain names**

The following terms and conditions apply to the **domain registration** service:

### **Governing Bodies**

HJS Essentia Ltd has been granted the right to provide Internet domain registration services for second-level domain names within the .com, .org, .net, .co.uk, .mobi, .eu, .org.uk, .ltd.uk and .plc.uk top-level domains.

ICANN oversees the .com, .org, .mobi and .net top-level domains. Nominet oversees the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains. EURID oversees the .eu top-level domain.

Upon HJS Essentia Ltd' receipt of domain name registration information from you, HJS Essentia Ltd shall submit the information to the registry administrator for the appropriate top-level domain for approval and processing. The registry administrator then puts into effect the domain name registration. Network Solutions, Inc. currently acts as the registry administrator for the .com, .mobi, .org, and .net top-level domains. Nominet UK acts as the registry administrator for the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains. EURID acts as the registry administrator for the .eu top-level domain.

### **SELECTION OF A DOMAIN NAME.**

You represent that, to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

If you are registering your name during the finite period of time when owners of trademarks and service marks issued prior to October 2, 2000 and having national effect will have the exclusive opportunity to register identical domain names ("Sunrise Period"). You acknowledge and agree that registrations for domain names during the Sunrise Period will only be accepted for a minimum registration term of five (5) years.

By registering or renewing a .uk top-level domain and agreeing to these terms & conditions, you agree that you have read and agree to the terms & conditions of Nominet, If you are registering the domain for a third party, you agree that they have read and agree to the Nominet T&Cs as well.

### **.name RESTRICTIONS.**

Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

## **FEES**

As consideration for HJS Essentia Ltd providing domain name registration services to you, you agree to pay HJS Essentia Ltd, prior to the approval of the desired domain name registration, the amounts set forth in the HJS Essentia Ltd Price Schedule, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.

Your application will not be registered until HJS Essentia Ltd receives actual payment of the registration fee. If HJS Essentia Ltd does register a domain name prior to payment of the registration fee, HJS Essentia Ltd reserves the right to cancel that registration or restrict use of the domain name until payment has been received.

All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.

In the event of a charge back by a credit card company or other payment provider authorized by HJS Essentia Ltd, the domain name registration shall be transferred to HJS Essentia Ltd as the paying entity for the registration. HJS Essentia Ltd may reinstate your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its then current reinstatement fee. The reinstatement fee is currently UK £150.

Payment must be made by credit card or other methods we indicate in registration application or renewal form. We will renew your name for you provided your credit card or other billing information is available and up to date. If your billing information is not accurate and you wish to renew your domain name registration, we will contact you to update this information and charge accordingly.

We reserve the right to make an administration charge of £10 per domain where customers have attempted to register a domain name with multiple registrars.

## **TERM**

This Agreement shall remain in full force during the length of the term of your domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should you choose to renew or otherwise lengthen the term of your domain name registration, then the term of this Registration Agreement shall be extended accordingly. Should the domain name be transferred to another Registrar, the terms and conditions of this contract shall cease.

To ensure your domains are not lost we operate a positive renewal system on all our domains - your domain will automatically renew for the term it was registered for unless you opt-out of this service through your control panel. This is not refundable and it is your responsibility to ensure valid contact and payment details are on your account at all times - failure can lead to suspension.

HJS Essentia Ltd' domain renewal process is automated, however, it is your responsibility to check that your renewal has been successful within one month of the renewal date. For .uk domains you can do this using Nominet's WhoIs search, and for all other domains we recommend using the <http://www.whois.org/> website domain lookup facility.

## **DISPUTE POLICY**

You agree to be bound by the HJS Essentia Ltd Domain Name Dispute Policy (the "Dispute Policy"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference. The Dispute Policy can be found at the end of this document.

The Dispute Policy governs any dispute between you and any party other than us over the registration and use of the domain name. The specific disputes which are subject to the Dispute Policy are contained

in the Dispute Policy. You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time the domain name registration is disputed by a third party.

You also agree that in the event a domain name dispute arises with any third party, you shall indemnify and hold HJS Essentia Ltd harmless pursuant to the terms and conditions contained in the Dispute Policy.

### **CHANGES TO REGISTRATION AGREEMENT AND DISPUTE POLICY**

You acknowledge and recognize that the domain name system and the practice of registering and administering domain names are continuously evolving, and acknowledge and agree that HJS Essentia Ltd may modify this Agreement and the Dispute Policy as necessary from time to time to comply with any agreements by which HJS Essentia Ltd is or will be bound, and to adjust to changing business circumstances.

Your continued use of the registered domain name constitutes acceptance of this Agreement and amendments. If at any time, you do not agree to such changes, you agree that your sole remedy is to request that your domain name registration be cancelled or transferred to a different domain name registrar.

### **CONTACT WITH HJS ESSENTIA LTD**

You acknowledge and recognize that all contact with HJS Essentia Ltd in the first instance should be made via our support website: <http://www.hjsessentia.co.uk>

You agree that HJS Essentia Ltd is not obliged to offer telephone support specifically for your Domain Name.

### **DOMAIN NAME REGISTRATION INFORMATION AND ITS USE**

#### **Information you are required to Submit**

As part of the registration process, you are required to submit to HJS Essentia Ltd and keep updated the following information in connection with your application for domain name registration:

- (a) the domain name to be registered;
- (b) the domain name holder's name and mailing address;
- (c) the name, mailing address, email address, telephone number, and fax number of the administrative contact for the domain name; and
- (d) the name, mailing address, email address, telephone number and fax number of the billing contact for the domain name.

You shall provide and maintain updated information at all times with HJS Essentia Ltd. HJS Essentia Ltd at its discretion may refuse to renew any registrations unless you maintain current and updated information at all times.

HJS Essentia Ltd may from time to time request additional information from you. While not obligated to provide the additional information, you should provide the additional requested information to ensure that you will obtain all the products and services which HJS Essentia Ltd makes available to domain name registrants.

#### **Additional Information Maintained about your Registration**

In Addition to the information you provide, we maintain additional information relating to your domain name registration, including:

- (a) the original creation date of the registration;
- (b) the date and time the registration application was submitted to us and the appropriate registry;
- (c) communications constituting registration orders, modifications, or terminations and related correspondence;

- (d) records of account for your domain name registration, including dates and amounts of all payments and refunds;
- (e) the IP names and address of the primary name servers and any secondary name servers;
- (f) the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;
- (g) the name, mailing address, email address, telephone number, and fax number of the domain registrant for the domain name;
- (h) the expiration date of the registration; and (i) other information regarding all other activity regarding your domain name registration and related services.

### **Obligations Relating to Data Provided by You**

If in registering a domain name you provide information about a third party, you hereby represent that you have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in this Agreement.

### **Disclosure and Use of Registration Information**

You agree to authorize HJS Essentia Ltd to provide any information to ICANN, the registry administrators and to other third parties as ICANN and applicable laws may require or permit. You acknowledge and agree HJS Essentia Ltd may make publicly available, some or all of the domain registration information provided by you, for purposes of inspection such as through HJS Essentia Ltd's WHOIS service or for any purpose as required or permitted by ICANN and applicable laws.

In addition, you acknowledge that ICANN may establish guidelines, limits and requirements that relate to the amount and type of information that HJS Essentia Ltd may or must make available to the public or to private entities, and the manner in which such information is made available.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of information and updated from time to time provide in connection with registration of a domain name, whether during or after term of the registration of the domain name. You hereby irrevocably waive any and claims and causes of action you may have arising from such disclosure or use of the domain name registration information.

You may access your domain name registration information in HJS Essentia Ltd's possession to review, modify or update such information, by accessing our domain manager service, or similar service, available at our website at [www.hjssessentia.co.uk](http://www.hjssessentia.co.uk)

We will not process any data about any identification natural person that we obtain from you in a way incompatible with the purpose and limitations described in this Agreement. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

### **OWNERSHIP OF DATA**

You agree and acknowledge that HJS Essentia Ltd owns the following:

- (a) all database, compilation, collective and similar right, title and interests worldwide in the domain name database;
- (b) all information and derivative works generated from the domain name database; and
- (c) information for the registrations for which HJS Essentia Ltd acts as the registrar including:
  - (i) the original creation date of the registration;
  - (ii) the expiration date of the registration;
  - (iii) the name, mailing address, email address, telephone number, and fax number of the technical contact, administrative contact, zone contact, and billing contact for the domain name;
  - (iv) remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and

(v) other information generated or obtained in connection with the provision of domain name registration and management services, other than the domain name being registered, and the IP names and addresses of the primary nameservers and any secondary nameservers.

HJS Essentia Ltd does not have any ownership interest in your specific personal registration information outside of your right in our domain name database.

## **TRANSFER OF OWNERSHIP**

The person named as administrative contact at the time the user name and password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the Transferee") you shall require the Transferee to agree in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by us in our sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

For further details and to action any transfer of ownership please login to your HJS Essentia Ltd control panel.

## **AGENTS AND LICENSES**

You agree that in the event you register a domain name for another entity, you represent that you have the authority to bind that entity as a principal to all terms and conditions contained in this Agreement.

You acknowledge and agree that if you license the use of your registered domain name to a third party, you remain the domain name holder of record and remain responsible for all obligations under this Agreement, including payment obligations, and providing and updating your full contact information, and accurate technical, administrative, billing, and zone contact information adequate to facilitate timely Resolution of any problems that arise in connection with domain name and domain registration.

In any circumstance where you are registering a domain for a third party, you agree that you must (in advance):

- Make your customers aware of the charges associated with domain name registration, renewal and maintenance.
- Give details of the domain name related services you provide, which are relevant to this customer, information on how to invoke the service, any charges payable and how long you take to carry out the service.
- Make your customers aware of changes to your charges.
- Detail the method, availability and cost of customer service provided.
- Act quickly after getting a request from your registrant to take some action for them; and
- Update their details soon after you know that the current ones are out of date or wrong.

## **Registrant Data**

- You must not knowingly provide poor quality Registrant data. If you find out that a Registrant has provided poor quality data you should attempt to correct the data.
- Consumers are currently allowed to opt-out of providing their postal address on the WHOIS. You should take reasonable steps to ensure the opt-out is used correctly and not set this field to default to opt-out unless you can show that all your Registrants are consumers.
- If you receive a request to register a domain name for a customer you must register the domain name in your customer's name. You may only register the domain name in your or your organisation's name with the explicit prior written consent of your customer.
- You agree that if you register a domain on behalf of a third party, HJS Essentia Ltd can pass on the contact details of that third party to the Registry Administrator if required to do so by the Registry.

## **LIMITATION OF LIABILITY**

You agree that HJS Essentia Ltd shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with this Agreement, even if HJS Essentia Ltd has been advised of the possibility of such damages, and in particular HJS Essentia Ltd will not be liable for the following:

- (a) suspension or loss of your domain registration;
- (b) use of your domain name registration;
- (c) interruption of your business;
- (d) access delays or interruptions to any web sites accessed by your registered domain name;
- (e) non-delivery, mis-delivery, corruption, destruction, or modification of data;
- (f) events beyond the reasonable control of HJS Essentia Ltd;
- (g) processing of an application for domain name registration; or
- (h) application of the Dispute Policy.

HJS Essentia Ltd shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to your application, receipt of, or failure to receive a domain name registration.

HJS Essentia Ltd's maximum aggregate liability shall not exceed the greater of:

- (a) the total amount paid by you for registration of the domain name; and
- (b) £50.00 (UK Pounds).

## **INDEMNIFICATION OF HJS Essentia Ltd**

You agree to defend, indemnify and hold harmless HJS Essentia Ltd and the registry administrator, including our and its employees, directors, officers, representatives, agents and affiliates, from and against any claim, action, suit, demand, loss, damages, costs ( including reasonable legal fees, expert witness fees and expenses), or other proceeding related to or arising out of the registration or use of the domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

## **REPRESENTATIONS AND WARRANTIES**

You represent and warrant that: (a) all information provided in connection with your domain name registration is accurate; and

(b) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.

You acknowledge and agree that all domain name registration services provided to you by HJS Essentia Ltd are provided on an "as is" basis. HJS Essentia Ltd makes no representations or warranties of any kind, express or implied, in connection with this Agreement or its domain name registrations services, including but not limited to warranties of merchantability or fitness for a particular purpose. HJS Essentia Ltd makes no representation or warranties of any kind that registrations or use of domain name under this Agreement will immunize you from challenges to the domain name registration or from suspension, cancellation, or transfer of the domain name to you.

## **BREACH AND REVOCATION**

HJS Essentia Ltd reserves the right to suspend, cancel, transfer or modify your domain name registration in the event that:

- (a) you materially breach this Agreement;
- (b) you use your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;
- (c) you use your domain name in connection with unlawful activity;
- (d) grounds arise for such suspension, cancellation, transfer or other modification as provided in this Agreement; or
- (e) you use your domain name in connection with material that is slanderous to UKreg, HJS Essentia Ltd or other associated companies.

You further acknowledge and agree that your domain name registration is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including HJS Essentia Ltd) or registry administrator procedures approved by an ICANN-adopted policy, or by any other country code top-level domain registry administering procedures to correct mistakes by HJS Essentia Ltd, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

You also agree that HJS Essentia Ltd shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as HJS Essentia Ltd receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

You acknowledge and agree that:

- (a) providing inaccurate information;
  - (b) failing to update information promptly; or
  - (c) failing to respond to HJS Essentia Ltd' inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request;
- shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

## **OTHER TERMS AND CONDITIONS**

**Force Majeure.** HJS Essentia Ltd shall not be responsible for any failure to provide any service or perform any obligation because of any act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

**Non-Waiver.** The failure of HJS Essentia Ltd to require your performance provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by HJS Essentia Ltd of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

**Survival.** The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable not with standing termination of the Agreement for any reason. However, neither party shall be liable to other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each party shall be liable for any damage from any breach by it of this Agreement.

**Notice.** You agree that any notice or communications required or permitted to be delivered under this Agreement by HJS Essentia Ltd to you shall be deemed to have been given if delivered by e-mail, overnight mail or United States mail in accordance with the contact information you have provided.

**Governing Law.** Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all contemplated by this Agreement shall be governed by the laws of the United Kingdom.

**Legal Fees.** If any legal action or proceeding, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is brought by any party to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, expert witness fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

**Assignment.** You shall not assign, sub-license or transfer your rights or obligations under this Agreement to any third party without the prior written consent of HJS Essentia Ltd However, in the event that HJS Essentia Ltd consents to such an assignment, sub-license or transfer, then this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

## **GENERAL**

**Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to here in. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth here in.

**Amendment in Writing.** This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of HJS Essentia Ltd

**Further Assurances.** The parties shall execute such further and other documents and instruments and take such further and other actions as may be necessary to carry out and give full effect to the transactions contemplated by this Agreement.

**Relationship of the Parties.** Nothing in this Agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.

**Joint and Several Obligations.** If any party consists of more than one entity, their obligations here under are joint and several.

**No Third Party Beneficiaries.** This Agreement does not provide and shall not be constructed to provide any third parties, with any remedy, claim, cause of action or privilege.

**Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. HJS Essentia Ltd will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of HJS Essentia Ltd as reflected in the original provision.

**No Guarantee.** You acknowledge that registration or reservation of your chosen domain name, does not confer immunity from objection to either the registration, reservation, or use of the domain name.