

2010 Limited,
also trading as Datanetex, 2010it.com and 2010ltd.co.uk.

TERMS AND CONDITIONS UK

Including:
Annex 1

1. Definitions

You, the Customer a person or company purchasing Products and/or services from us.

Consumer a private person buying Products for private use. If you are a Consumer, please find your specific rights and exceptions in Section 19.

2010 (us, our) the Product vendor and/or Service provider as identified on your invoice.

2010-branded Product computer hardware products that are marked with the "2010" brand, including all components inside, but does not include any of the following items: (i) Software, sound cards, speakers, external devices, accessories or parts not installed or added by 2010 in its factory (ii) Accessories or parts added to the 2010-branded hardware products through 2010's Custom Factory Integration services at Customer's request (iii) Monitors, keyboards and mice, to the extent that they are not included on 2010s standard price list

Integration Material (IM) 3rd Party Products or products specified or provided by you.

Quotation, the term quote shall also mean a quotation. A quotation shall be any enquiry for a price, product and/or service availability and any function made by a customer, or another, that will require a the gathering of information and data relevant to that enquiry and providing it in verbal or written form.

Order Confirmation formal acknowledgement of Product ordered by you, sent by 2010.

Price stated in Order Confirmation.

Product as described in Order Confirmation may include 2010-branded products, 3rd Party Products and Service Offerings.

Service Offering as described in Order Confirmation and 2010 Service description document.

Service Provider 2010 or its authorised Service facilitators.

3rd Party Products all goods that are not 2010-branded Products.

Software computer operating systems, middleware or applications.

Service means general service and support carried out by 2010 or Service Provider in accordance with the Service Offering, including Customer Facility Integration Services.

2. Application

This Agreement applies to this sale, service and all statements made by 2010 in brochures, price lists, adverts, quotations, on the internet or verbally. Any variations to this Agreement must be confirmed by 2010 in writing. Any other Terms and Conditions, other than those contained herein, are excluded. Placing your order means acceptance of this Agreement. This Agreement does not apply to Product purchases from a reseller or distributor nor is it a reseller or distribution agreement.

3. Quotations/Orders/Contract

Quotations are only valid in writing and during the period that they state. If unstated, the period is 10 days (incl. 3rd Party Products). Orders may be received by writing, internet, telephone, fax or verbally, but are binding. Please check the Order Confirmation and notify 2010 of any mistake, in writing, immediately, or the details stated in the Order Confirmation will apply to this Agreement. 2010 reserves the right to change Products (incl. 3rd Party Products) at any time. However, 2010 will endeavour to provide you with at least equivalent functionality and performance.

4. **Price & Payment Terms**

Products and Service Offering prices, tax, shipment, insurance and installation are as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs (incl. for components and Services) may cause 2010 to adjust prices accordingly. All Payments will be made before any supply or provision of service or, if formally agreed, within 30 days of the invoice date. Payment timing is of the essence. 2010 may suspend deliveries or Service until full payment, for that order is received. If payment is late, and you purchase as a company, the maximum statutory interest rate will apply on the late amount, and if you purchase as a Consumer, interest will be at 2% above the minimum lending rate on the late amount. In either case, the costs of recovery shall be payable by you. Cheques may only be accepted conditionally. 2010 retains the right to amend and alter the penalty and interest accrued on late payments and outstanding payments in proportion to the administrative and legal cost of recovering the monies owed. All cost incurred in the recovery of any monies owed by the customer to this company will be additional to the sum of the original and outstanding debt. The costs of any recovery and costs associated thereto will be added to the value of the monies to be recovered from the customer.

5. **Delivery/Title/Risk**

The delivery period in the Order Confirmation is approximate. Delivery by instalments may be made. The place of delivery is stated in the Order Confirmation. Title to Product passes on full payment and until then you must insure and store our goods separately and you may not use, modify, pledge or sell them. 2010 may enter the storage premises to repossess the goods. Should you sell them before title passes, you will become 2010's agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. 2010 may sue for the Price before title passes. If you refuse delivery without 2010's agreement, you must pay 2010's expenses or loss resulting from that refusal, including storage costs, until you accept delivery. Risk of the loss of the goods passes to you on delivery. Installation: See Section 23. From the instant that any goods that form any part of an order for Products and/or Services is delivered to, and received by the Purchaser, all liability for payment and indemnity passes to the Purchaser.

6. **Acceptance**

When you receive Product and Services you must inspect it for any defects or non-conformity within 7 days. After this period, you will have accepted all Products and/or Services "as is". If 2010 agrees to the return of Product, due to faulty workmanship, or at its choosing, it must be in its original, un-used condition with all packaging, a return note and proof of purchase; the return costs may also be payable by you. 2010 will not be liable for any loss or damage to returned goods in transit.

7. **Warranty**

Unless otherwise stated, 2010 guarantees that all 2010-branded Products will be free from defects, for 12 months, from delivery and spare parts for 90 days from installation or delivery date, whichever is the earlier. Should Product be defective within this period, 2010 will repair or replace Product within a reasonable time. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. 2010 manufactures and repairs using components, which are new or equivalent to new in accordance with industry standards and practice. Notebook batteries are delivered with one-year warranty (not upgradeable). A 2010 branded product warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. 2010 may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change.

2010 does not give a warranty guarantee protection for:

- damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or yourself;
- damage caused by any party (except 2010) or other external force;
- fitness for any particular purpose;
- 3rd Party Products, Software and IM specified by you. You will receive the

- warranty or licence for these products directly from their manufacturer or licensor;
- any instruction given by you and correctly performed by 2010.

You must provide 2010 with all reasonable courtesy, information, cooperation, facilities and access to enable 2010 to perform duties, failing which 2010 shall not be obliged to perform any Service or assistance. You are responsible for the removal of non 2010-supplied products during Service, and for the back-up and confidentiality of all data contained within any Product and all of your legal and regulatory requirements.

Please note that your calls to 2010 may be monitored for training purposes.

8. Warranty Services

Services will be provided by 2010, or an appointed Service Provider. Response times are estimates and may vary according to the remoteness or accessibility of the location. Service may include actions provided via telephone, or internet, where appropriate. You must allow 2010 to examine any Product, device at your, or 2010's premises, (at our choosing). 2010 owns any replaced Product, or parts, resulting from repair and will charge Customer if these are not returned upon request.

Unless stated in Service Offering, the following are excluded from Service: work outside local working hours, weekends or on public holidays, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, diskettes, unnecessary work in 2010's assessment, electrical environment, transfer of data or Software, viruses. 3rd Party Products will be repaired according to manufacturer or licensor warranty. Parts not critical to Product function (e.g.: hinges, doors, cosmetic features, frames) may not be serviced within Service Offering time period.

9. Customer Facility Integration

Custom Facility Integration (CFI) Services may be provided by 2010 in accordance with Customer's instructions and technical specifications. You will specify and provide IM or 2010 may obtain IM at your instruction. 2010 will indicate acceptance and/or validation of IM, then will integrate IM into Product, producing a CFI Product. 2010 may install CFI Product under your instruction or under 2010 technical advice, if agreed. 2010 will not carry out CFI work if it is not technically feasible in our view.

10. Liability.

2010 does not accept liability for 1) indirect or consequential loss, damage injury or death, 2) loss of business profits, salary, revenue, savings, or possessions, 3) damage remedied by 2010 within reasonable time, 4) loss avoidable by you through reasonable conduct, including backing up all data and following 2010's reasonable advice generally, 5) all items excluded from the Warranty or by Force Majeure. 2010, its staff and agents will not be liable for any act, event or occurrence through which any loss, damage, injury or death may result.

11. Intellectual Property (IP)

2010 accept no liability for all costs and consequences from any claim that use of Product and/or Services infringes any 3rd party IP. 2010 may recall and exchange or modify Product or refund you, minus depreciation in this event. You indemnify 2010 for any of IM or IP specified or owned by you and integrated into Product and facility resulting from the provision of Services. 2010 is allowed to litigate, negotiate and settle claims and you must assist us at our expense (except where IM or IP specified or owned by you is allegedly infringing) when litigation is directly related to your Product. 2010 retains all 2010-owned IP in Product. You must notify 2010 immediately of any infringing or unauthorised use of Product or IP in it. 2010 does not indemnify you for; i. 3rd Party Products and Software, ii. Unauthorised modification or iii. Any claim caused by the use of Products in conjunction with anything not supplied by 2010.

12. Software

All Software that is not owned by 2010 is supplied subject to licence and warranty of the Software licensor. 2010 encloses the Software licence that you require with the Product where necessary; you must comply with that licence. 2010 will not accept returned software, under any circumstances.

13. **Export Control**

You acknowledge that Product may include technology and Software which is subject to US and EU export control laws and laws of the country where it is delivered or used: you must abide by all these laws. Product may not be sold, leased or transferred to restricted / embargoed end users or countries or for a user involved in weapons of mass destruction or genocide without the prior consent of the US or competent EU government. You understand and acknowledge that US and EU restrictions vary regularly and depending on Product, therefore you must refer to the current US and EU regulations.

14. **Force Majeure**

2010 is not liable for delays in performance (incl. delivery or Service) caused by circumstances beyond its reasonable control and will be enleading to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

15. **Confidentiality**

Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.

16. **Termination**

2010 may terminate this Agreement with immediate written notice if you: 1) fail to pay on time, 2) breach or 2010 suspects you have breached export control laws. Either party may terminate if the other: 1) commits a material or persistent breach of this Agreement and fails to remedy this within 30 days of written notice from the other; or 2) becomes insolvent or is unable to pay debts as they fall due.

17. **Your obligations as a Customer**

You are responsible for:

- your own choice of Product/Service and its suitability for purpose;
- your telephone & postal charges in contacting 2010, if any;
- any CFI specifications & instructions given by you;
- all IM, its performance, licences, authorisations and any unused IM.

You must provide 2010 with all reasonable courtesy, information, cooperation, facilities and access to enable 2010 to perform duties, failing which 2010 shall not be obliged to perform any Service or assistance. You are responsible for the removal of non 2010-supplied products during Service, the back up and confidentiality of all data in Product and all of your legal and regulatory requirements.

Please note that your calls to 2010 may be monitored for training purposes.

18. **Data Protection**

Your data will be held and/or transferred in strict accordance with the applicable data protection laws and 2010's data protection registration. You may instruct 2010 not to use your data for direct marketing purposes. 2010 will not issue or provide your details to any unauthorised 3rd parties.

19. Consumer Rights

If you are an online Consumer, you may cancel your stocked product purchase at any time within 7 working days of receipt without cause and receive a refund of the Price paid. To do this you must inform 2010 in writing and return the un-used products immediately, in the same condition you received them and at your own cost and risk. Please note that this is an exclusive right to online consumers only. This does not apply to any other consumer groups. Any statutory Consumer rights are unaffected by this Agreement. This does not apply to any business customer, or user. If a system/product is built to a specific build, or design, requirement and/or it has been enhanced or individualised, there will be no option of a return or refund, unless the system/product is faulty to a point beyond use, or flagrantly unfit for the purpose intended due to defect.

20. Jurisdiction

English law and the exclusive court jurisdiction of the English courts will apply to this Agreement. The Vienna Convention on Contracts for the International Sale of Goods is excluded.

21. Miscellaneous

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. 2010 may subcontract, assign or transfer its obligations or rights to a competent third party whether in whole or in part. You may not assign or transfer any of your obligations. All notices must be in writing (by hand, email, fax or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

You can find all current 2010 policies, Product and Service Offering details and notices via www.2010.ltd.uk. Those in place at the date of this Agreement govern this Agreement

22. Installation, Maintenance, Repair and all Services carried out by 2010 and it's agents

2010 accepts no liability, or responsibility for any loss, damage, injury or death as a result of any action, event or occurrence that may occur due to or as a consequence of any act or service undertaken by 2010 staff, agents and/or appointed facilitators.

23. Installation, Maintenance, Repair and all Services carried out by another

All warranties will become null and void where the Purchaser, and/or their appointed agents, undertake any service function that may include installation, maintenance, repair or any interaction with any supplied or Service Product that may subsequently fail, or that has been found to be unsuitable. It will be at the discretion of 2010 to honour any warranty following an interactive undertaking not carried out by 2010, or a 2010 appointed agent.

24. Data loss

2010 will accept no responsibility and/or liability for the loss or corruption of any data, material or software contained on, in or to do, in any way with, the Product or Service provision. The Purchaser is, at all times, responsible for the data, software and material, contained within the Product or Service Provision.

25. System, Device and Property content

2010 will not be liable, or responsible, for the content on any Product, or System, or property to which it has been, or in any way associated with. Where materials contained, on any product or property to which 2010 and its agent have had access, for whatever reason, are deemed to contain material of a criminal nature, 2010 will endeavour to inform the authorities in accordance with law. Any Product device or property is suspected of containing material that is contrary to the welfare, safety and security of others, 2010 will inform the necessary authorities accordingly.

26. Product/Service Support Pack

Where a Product or Service provision contains an included Support Pack, any loss or damage to any item or part of this pack, and its contents, will render all warranties null and void. It is an integral part of the warranty and a required duty of the Purchaser to retain and maintain the Product/Service Support Pack. The support pack contains vital material required in the maintenance and servicing of the Production/Service. Replacements may be limited and in some case not possible. Where replacements are available, a cost will be incurred to the Purchaser.

27. Warranty Responses

In the event of a Warranty Call being made, where the fault, failure or issue is not supported by the Warranty, and is the result of an event not covered by the warranty, or that is due to neglect, abuse, misuse, error, virus or any reason other than poor workmanship, the Purchaser will be liable to all costs incurred in the call-out that will include travelling expenses, labour, parts and all associated costs.

28. Cancellations and Postponements

Should at any time the customer wish or seek to cancel or postpone any work or activity that has been scheduled by 2010, at the request of the customer, a charge will be made. That charge will be proportionate to the nature of the work, or action that was due to be undertaken and will include an administrative cancellation fee of 12%, which shall be additional to all other cancellation charges.

29. Quotations

Customers, and all those seeking quotations for products and/or services may be offered one quotation, that being the first, at no charge. Thereafter, if the quotation includes products and/or services that have been previously quoted, within a period of 12 months, previous to the current enquiry, a charge will be imposed. That charge will be proportionate to the time taken to prepare the quote and will include all peripheral costs incurred by 2010 Limited. A set administration fee will also apply to all quotations issued after the initial first free quote. All charges will be at the discretion of 2010 Limited.

30. Hosting, E-mail and Internet related Services

Please note that all terms and conditions apply to Hosting, Email and Internet related Services, in addition to those in annex 1.

Annex 1,

Annex1

**2010
LIMITED**



2010it.com
IT & Telecommunications
Solutions Provider

General terms and conditions.

All reference to Datanetex will, by association, include 2010 Limited, 2010it.com, our Service Provider Partner and all those associated with the provision of any service offered and/or provided.

Datanetex, 2010it.com and 2010 are all trading subsidiaries of 2010 Limited and will hence forth be considered as divisions of the company, (2010 Limited). Therefore, all terms and conditions apply to, and include, any transactions within these divisions.

Hence forth any reference to Datanetex and 2010it.com will be taken as being reference to 2010 Limited.

Server use

Datanetex and 2010 Limited reserve the right to refuse service and/or access to its servers and/or services to anyone.

Datanetex does not allow any of the following content to be stored on its servers:

Adult material - includes all pornography, erotic images, or otherwise lewd or obscene content.
Excessive download content or non-linked content.

Refusal of service based on content matching either of these two criteria is entirely at the discretion of 2010 Limited.

2010 Limited reserves the right to move your data to a different server with no previous notice.

Support

We will endeavour to provide a continuous high quality service. If you experience problems with your service, you should consult our support team.

Please note we may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services. Information concerning scheduled downtime is available on the 2010 Limited support website, as are details of any interruptions to our services.

Reselling of Services

All accounts are to be used by the primary owner only, and do not allow the holders to resell, store or give away web-hosting services of their website to other parties.

Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

2010 Limited reserve the right to suspend access to the API facilities if a customer's use is deemed to be affecting the platform. Access will be reinstated pending investigation and appropriate fixes to any conflicts.

Unlimited Use Policy

High bandwidth usage: 2010 Limited offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, 2010 Limited may find a customer to be using server resources to such an extent that he or she may jeopardize service performance and resources for other customers. In such instances, at 2010.

Limited discretion, 2010 Limited reserves the right to impose the High Resource User Policy for the consideration of all customers.

Database Usage

If you exceed the limits on our database products (MS SQL and MySQL) then we will automatically charge you for the additional space you use at our current prices. For example if you have a 150MB database and 200MB is in use at any point during a month then we will charge for the extra 50MB in that month.

High Resource User Policy

Resources are defined as bandwidth, processor utilisation or disk space.

2010 Limited may implement the following policy to its sole discretion:

When the resources utilised by a customer in using a service are abnormally high, 2010 Limited reserves the right to suspend that service immediately. This policy is only implemented in extreme circumstances and is intended to

prevent the misuse of our services. Customers may be offered an option whereby 2010 Limited continues supplying the service under a reduced usage criteria specified by 2010 Limited. Failure to comply with such measures may result in your service being terminated.

Uploads via scripting languages

We limit uploads made via scripting languages - including PHP, ASP and ASP.NET. Uploads made using PHP are limited to 20MB per file.

Payment policies

All accounts are set up on a prepay basis. Although 2010 Limited reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Payment is due in advance by the beginning of each quarter, (3 months), within every year of the contract and from the date the account was established. Customers will automatically be charged again at the end of their contract, for a similar period, unless confirmation of a wish to termination the contract has already been received, in writing, 3 months prior to the end of the contract.

In situations where the debit card number on file is declined 2010 Limited will immediately suspend the facility to purchase services on-line until the outstanding charge is processed successfully. In addition, 2010 Limited reserves the right to suspend other services until the outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to a £50 administration charge. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

You are required to have a valid debit card and email address registered on your account at all times, failure to do so may result in suspension of your account.

No bills or invoices will be sent by regular mail. All invoices will be sent directly to customers via email shortly after the online purchase has been made. At this point the customer's card will be charged automatically.

Please refer to our Domain Name terms of service for Domain Name specific payment policies.

All payment is in UK sterling. All prices displayed are shown excluding UK VAT.

Your personal details

Please note that whilst your email is primarily used for billing purposes, 2010 Limited reserves the right to email you information about enhancements to our systems and product offerings. You can unsubscribe from marketing communications within your 2010 Limited control panel.

We will not provide any of your personal information to other companies or individuals without your permission. However, we may need to provide your name and delivery address to third parties that 2010 Limited may use for the purposes of delivering specific services to you (e.g. customer support).

Payment options

In order to streamline our accounting procedures and keep costs down 2010 Limited currently runs a limited number of payment options.

BACS, Direct Debit payment, Direct Credit transfer, Cheque, or Cash.

Cheque Payment: This option is only available to business customers who pay annually for their 2010 Limited account. A debit card number will still be required if customers require the facility to purchase domains and other services on-line. 2010 Limited cannot guarantee that a service will be provided until after any received cheques have been cleared.

Cancellation and refunds

2010 Limited reserves the right to cancel the service at any time. In this event customers may be entitled to a pro rata refund based upon the remaining period of membership and subject to conditions. If a customer contravenes 2010 Limited terms of service, a refund will not be issued in the event of a cancellation.

Customers may terminate their account by giving notice no later than 3 calendar months prior to the end of their contract period. A termination administration fee will apply. Termination at any point within any contracted period will incur a charge for all of the remaining time within the contract, as well as an additional administration fee.

Fees charged on a prepay basis are non-refundable. Customers are not entitled to receive a refund unless the service is cancelled by 2010 Limited. In addition some accounts incur set-up fees, these charges are also non-refundable.

Domain credits cannot be refunded as they allow the purchase of domains at discounted prices, based on an upfront commitment.

Where a fixed annual charge (fees) exists, for any part of the service, and is included in any instalment arrangement, the client will be liable for the full payment of the outstanding balance should the account be cancelled at any time within the terms of the annual fee.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold 2010 Limited harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against 2010 Limited its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless 2010 Limited against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with 2010 Limited server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from 2010 Limited server.

Disclaimer

2010 Limited will not be responsible for any damages your business may suffer. 2010 Limited makes no warranties of any kind, expressed or implied for services we provide. 2010 Limited does not back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, 2010 Limited cannot guarantee to be able to replace lost data. 2010 Limited disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by 2010 Limited and its employees. 2010 Limited reserves the right to revise its policies at any time.

Please note: by signing up for any of our services you agree to be bound by all 2010 Limited terms and conditions.

Email

The following terms and conditions apply to 2010 Limited email services.

Use of Microsoft Outlook 2003 Software

2010 Limited Exchange Mail accounts include licensing for Outlook Client Software. The license fee is included with the monthly 2010 Limited 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 2010 Limited Exchange Mail account you are responsible for uninstalling any Outlook client software that is licensed as part of the 2010 Limited 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. 2010 Limited 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. 2010 Limited is not responsible for any data losses or security issues due to stolen passwords. 2010 Limited 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

Datanetex will provide Technical Support referral service in conjunction with our service provider partner, within normal working hours, or within any agreed additional service package.

Control panels and server management

2010 Limited can provide an optional 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. This option is subject to an additional charge and subject to availability.

Service availability

2010 Limited 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 2010 Limited and our service provider to perform routine maintenance. Such maintenance often requires taking 2010 Limited Exchange servers off-line,

typically performed during off-peak hours. 2010 Limited will give you advance notice of maintenance requiring the servers to be taken off-line whenever possible.

Security

2010 Limited 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 to notify 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. 2010 Limited 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

2010 Limited 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 2010 Limited platform are not checked.

Anti-SPAM message filtering

2010 Limited 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.

2010 Limited 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 2010 Limited applications and servers are your property. 2010 Limited shall allow access to such data by only authorized 2010 Limited personnel. 2010 Limited makes no claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space or within applications on 2010 Limited servers.

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

Use of email account

If 2010 Limited identifies 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 2010 Limited and our spam/ illicit material policies please see our Acceptable Use Policy section of our terms of service.

Email retrieval and timescale

2010 Limited policy on maintaining stable data-transfer levels includes a deletion process for email that has not been downloaded locally within 90 days of receipt (this process does not apply to Microsoft Exchange mailboxes).

It is the mailbox owner's responsibility to ensure his/her received email is retrieved and saved locally where necessary to ensure that important correspondence is not lost.

2010 Limited cannot be held responsible for lost items that have exceeded this 90 day limit.

Please note: by signing up for any of our services you agree to be bound by all 2010 Limited terms and conditions.

Dedicated servers

The following terms and conditions apply to the **Dedicated server** service:

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, 2010 Limited 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.

Service level agreement

At 2010 Limited 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.

2010 Limited will refund no more than your monthly service fee.

Please note: by signing up for any of our services you agree to be bound by all 2010 Limited terms and conditions.

Domain names

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

Governing Bodies

2010 Limited 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 2010 Limited receipt of domain name registration information from you, 2010 Limited 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 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 2010 Limited providing domain name registration services to you, you agree to pay 2010 Limited, prior to the approval of the desired domain name registration, the amounts set forth in the 2010 Limited 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 2010 Limited receives actual payment of the registration fee. If 2010 Limited does register a domain name prior to payment of the registration fee, 2010 Limited 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 authorised by 2010 Limited the domain name registration shall be transferred to 2010 Limited as the paying entity for the registration. 2010 Limited 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 £25 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 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.

2010 Limited 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.

DISPUTE POLICY

You agree to be bound by the 2010 Limited 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 2010 Limited 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 2010 Limited may modify this Agreement and the Dispute Policy as necessary from time to time to comply with any agreements by which 2010 Limited 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 2010 Limited

You acknowledge and recognize that all contact with 2010 Limited in the first instance should be made via our support address: <http://www.support@datanetex.com>

You agree that 2010 Limited 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 2010 Limited 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 ~~Datanetex~~ 2010 Limited. ~~Datanetex~~ at its discretion may refuse to renew any registrations unless you maintain current and updated information at all times.

2010 Limited 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 2010 Limited 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 2010 Limited 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 2010 Limited may make publicly available, some or all of the domain registration information provided by you, for purposes of inspection such as through 2010 Limited'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 2010 Limited 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.

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 2010 Limited 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 2010 Limited 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.

2010 Limited 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.

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, 2010 Limited 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 2010 Limited 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 2010 Limited has been advised of the possibility of such damages, and in particular 2010 Limited 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 2010 Limited;
- (g) processing of an application for domain name registration; or

(h) application of the Dispute Policy.

2010 Limited 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.

INDEMNIFICATION OF 2010 Limited

You agree to defend, indemnify and hold harmless 2010 Limited 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 2010 Limited are provided on an "as is" basis. 2010 Limited 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. 2010 Limited 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

2010 Limited 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, 2010 Limited 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 2010 Limited)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 2010 Limited ,another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

You also agree that 2010 Limited 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 2010 Limited 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 2010 Limited 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. 2010 Limited 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 2010 Limited to require your performance provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by 2010 Limited 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 2010 Limited 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 2010 Limited. However, in the event that 2010 Limited 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 2010 Limited

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. 2010 Limited 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 2010 Limited 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.

Specific TLD Registration Agreements

[Terms and conditions](#) for .UK domain names

[Terms and conditions](#) for .TV domain names

[Terms and conditions](#) for .BIZ IP claims

[Terms and conditions](#) for .NAME domain names

[Terms and conditions](#) for .COM, .NET, .MOBI and .ORG domain names

[Terms and conditions](#) for .EU domain names

Please note: by signing up for any of our services you agree to be bound by all 2010 Limited terms and conditions.

Domain dispute

Dispute Policy for domains ending in .com, .net, .mobi or .org

Approved by ICANN

1. Purpose.

This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/udrp/udrp-rules-24oct99.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations.

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes.

We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.) We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at <http://www.icann.org/udrp/approved-providers.htm> (each, a "Provider").

- a. **Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and (ii) you have no rights or legitimate interests in respect of the domain name; and (iii) your domain name has been registered and is being used in bad faith. In the administrative proceeding, the complainant must prove that each of these three elements are present.
- b. **Evidence of Registration and Use in Bad Faith.** For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith: (i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or (iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other online location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.
- c. **How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint.** When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii): (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.
- d. **Selection of Provider.** The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).
- e. **Initiation of Proceeding and Process and Appointment of Administrative Panel.** The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").
- f. **Consolidation.** In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are

governed by this Policy or a later version of this Policy adopted by ICANN.

g. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

h. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

i. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

j. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

k. Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Who-is database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation.

All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes.

We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo.

We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications.

We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy

here at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

Dispute Policy for domains ending in .uk and .eu

Disputes involving UK domain names are handled [here](#). Disputes involving .eu domains are handled by [EURID](#).

Contacting us

If you need to contact us regarding a domain name dispute please visit our support address:
<http://www.support@datanetex.com>

Note to solicitors: If you wrongfully threaten legal action against Datanetex and our Service Provider Partners and Associates, on behalf of your clients your correspondence will be passed onto our solicitors who will invoice you for the time spent dealing with your case.

Please note: by signing up for any of our services you agree to be bound by all 2010 Limited terms and conditions.

Acceptable use policy

Guidelines

This policy is subject to change, so please check regularly for updates. This policy is in addition to 2010 Limited Terms and Conditions.

1) Web hosting

1.1) 2010 Limited reserves the right to suspend or cancel a customer's access to any or all services provided by 2010 Limited, where 2010 Limited decides that the account has been inappropriately used. 2010 Limited reserves the right to refuse service and/or access to its servers to anyone.

1.2) 2010 Limited offer unlimited web space and bandwidth with some account types. By this, we mean unlimited space for legitimate web site content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any backups, downloads, or other non-web based content. We will treat all password protected archive (e.g. zip and rar) files as unacceptable. Multimedia content such as audio and video is acceptable provided it is streamed to the user, links to HTTP download of this content is not acceptable. 2010 Limited offers a streaming media service for this type of content.

1.3) Scripts on the site must be designed to produce web-based content, and not to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed. Scripts that are designed to provide proxy services, anonymous or otherwise, are not allowed.

1.4) 2010 Limited will disable any domain that fails to adhere to the following criteria as soon as we are made aware, in line with current working practices:

1.4.1) The primary purpose of any site must be to provide web-based content to viewers. Files on the site must be linked to the web site.

1.4.2) The primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and filtered and must be sent to or from a Datanetex domain.

1.4.3) Sites must not contain Warez, copyright or other illegal material. The onus is on you the customer to prove that you own the rights to publish material, not for 2010 Limited to prove that you do not.

1.4.4) Sites must not contain pornographic or other lewd material. Adult Material includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of 2010 Limited.

1.4.5) Sites must not use excessive amounts of server resources. These include bandwidth, processor utilization and / or disk space. Please see the 'High Resource Use Policy' in the General Terms and Conditions.

1.4.6) Sites must not contain scripts that attempt to access privileged server resources, or other sites on the same server.

2) Email

2.1) If 2010 Limited 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.

2.2) Common issues that cause problems are:

2.2.1) Where a mailbox receives large volumes of undeliverable email.

2.2.2) Where mailboxes have forwarders set to other mailboxes where mail cannot be delivered.

2.2.3) Where mailboxes have forwarders and/or auto-responders that generate circular mail loops.

2.3) You may not use 2010 Limited email services for any of the following:

2.3.4) To send messages or communications, which are unsolicited, offensive, abusive, indecent or obscene.

2.3.5) To send messages causing annoyance, inconvenience or anxiety to another user of the Internet.

2.3.6) To send messages for the purpose of Fraud and /or with the intention of committing a criminal offence.

2.4) To prevent the sending of bulk unsolicited mail, SMTP traffic to and from a server will be blocked in the following scenarios:

2.4.1) Where we identify a server that has an open mail relay.

2.4.2) Where a significant volume of mail is sent from a domain in a defined timescale.

2.4.3) Where we have received significant volumes of complaints concerning unsolicited mail originating from a 2010 Limited hosted domain.

2.5) To prevent 2010 Limited IP Addresses being blocked by IP Address blocking, a domain held on 2010 Limited servers may be disabled:

2.5.1) Where we have received significant volumes of complaints concerning unsolicited mail originating from or unsolicited email being sent to promote sites being hosted on a 2010 Limited server.

3) Dedicated servers

3.1) All dedicated server customers are responsible for the activities and security of their server. Servers will be disconnected from the network in the following scenarios:

3.1.1) Any server that attempts network scans or other possible hacking activities.

3.1.2) 2010 Limited believe a server has been compromised.

3.1.3) Where there is a sudden increase in a server's use of network capacity, which impacts other servers on the same network.

Unlimited data transfer and high speed for life - dedicated server promotion

2010 Limited operate an "Acceptable Usage" policy which allows us to maintain a fast and stable platform for all our customers.

The "unlimited data transfer, high speed connection" dedicated server promotion will provide customers with "always on" unlimited bandwidth with our high-speed connection (up to 10 Mbps), but because we have a responsibility to provide bandwidth for all 2010 Limited customers, we ask those who partake in this promotion to do so under the terms of our fair use policy.

In instances where we can demonstrate a customers' usage of bandwidth to be excessive over an extended period of time, or where it is impacting on other customer services - 2010 Limited will the contact the customer to discuss possible routes to modifying usage so that dedicated server accounts don't adversely affect the stability of the 2010 Limited platform.

In cases where an account is frequently impacting the 2010 Limited service (or that of other customers) a data transfer limit may be imposed, or a reduction in bandwidth speed may be applied at our discretion.

In extreme circumstances, 2010 Limited reserves the right to suspend or terminate "unlimited, high speed" dedicated server accounts that fail to comply with the acceptable usage policy.

4) Broadband

4.1) All Broadband customers are solely responsible for the use of their connection. Services will be suspended or cancelled as appropriate where:

4.1.1) A customer uses their connection to attempt network scans or any other possible hacking activities.

4.1.2) A customer uses their connection to send bulk, unsolicited or offensive email as defined in section 2 of this policy.

4.1.3) A customer uses their connection to commit any offence or illegal activity under UK Law.

5) General

5.1) 2010 Limited have a Police Liaison function and we are committed to assisting, and cooperating with, all law enforcement and government agencies in helping to reduce Internet Crime.

5.2) 2010 Limited will suspend access to an account which:

5.2.1) Contains invalid or fraudulent details.

5.2.2) Has an unauthorised outstanding balance

5.3) If 2010 Limited disable a site or server, we will:

5.3.1) Send an automated mail to the account administrator, informing them of the suspension - please ensure you use an email address that will be unaffected by any suspensions, to ensure that you are immediately made aware of any changes in your account status.

5.3.2) Provide follow up correspondence during office hours from our Misuse Department, detailing the reasons for the suspension and what actions, if any, the administrator should take to rectify the situation.

5.3.3) Work with you to suggest a resolution to the issue at hand and arrange for the restoration of services in the shortest timescale possible once an agreement has been reached.

5.3.4) Not re-enable any domain or server that has a history of similar misuse.

5.3.5) Pass the account to the appropriate department to resolve any outstanding issues such as account balance or closure.

5.4) For less serious cases, such as email problems, the Misuse department will contact you to inform you of any changes made to your account and the reasons for those changes.

5.5) If an action is taken against a site or server, you should communicate directly with the Misuse Investigations Department within office hours. Outside of office hours our Customer Support Department will be able to discuss the matter and assist in the resolution of the majority of investigations..

5.6) Restoration of any and all services suspended during a Misuse Investigation will be considered on a case-by-case basis.

Please note: by signing up for any of our services you agree to be bound by all 2010 Limited terms and conditions.

Reporting misuse

In order to efficiently process your report we need you to send as much information as possible and your contact email address and phone number. Below are details that we will need from you when investigating internet misuse. Reports will not be investigated until the below details are received, so if any of the below is missing from your report, please re-send the information.

1) Reporting port scanning, attempted hacking and firewall activity

Where your report is based upon information obtained from a firewall, please ensure that you send the relevant unedited firewall log (or excerpt). Please ensure that the log includes the time, date and time zone.

You also need to confirm that the clock on your PC is accurate and that you are using the correct time zone for your locale. If your clock is inaccurate please indicate how many minutes and seconds wrong it is (There is an online clock website to check your PC clock here: <http://www.timeticker.com/main.htm>).

Screenshots or image files will not be accepted as evidence of a system intrusion.

If you see any other misuse on your own servers originating from a 2010 Limited IP Address, then please send us the following information:

Your URL, your web server log, shows the IP Address, Time, Date and Time zone of the IP Address logging into your server and any details of the misuse that has taken place.

2) Reporting email / newsgroup misuse (including spam)

We require the full header and content of the Email/Newsgroup post. The header enables us to trace the journey that an Email/Newsgroup post has made from the computer it originated from to the computer it was downloaded to. Please see below for instructions on retrieving full mail headers within Microsoft Outlook. If you use another mail client, Please check your providers support documentation for this information.

To retrieve headers in Outlook (with the email not opened in your inbox):

Right click on a message and choose "Options"

From pop-up box, copy all from "Internet Headers" window

Close pop-up box

Right click on the message again and choose "Forward"

Paste headers into the top of the pop-up email forward window

Send to misuse@datanetex.com

To retrieve email headers from Outlook Express for Windows:

With the mail unopened in your inbox

Right click on the mail

Choose properties

Click on the 'details' tab at the top of the 'pop-up' box

Press "message source"

Copy the contents of the new window and paste it into your email to misuse@datanetex.com

To retrieve email headers from Outlook Express for Macintosh:

With the mail unopened in your inbox

Click View

Click Source

To select all use: command + a

To copy use: command + c

To paste the header use: command + v

Paste the contents into a new email addressed to misuse@datanetex.com 3) Reporting virus activity

If you have received or been infected by a virus, worm or Trojan please note that 2010 Limited are unable to offer any support in their removal. We recommend that you install Anti-Virus software and ensure that it is updated regularly. Please include the following information in your complaint.

Header of the email (if one is available) and content of the email.

The email attachment that was sent to you (if any). The attachment may need to be placed in an archived file (.zip, .rar etc) for our email software to receive it. The website contains helpful instructions to help you with this procedure. If you cannot attach the virus, then please send the email and header only.

4) Reporting web space abuse

If you become aware of any web space hosted by 2010 Limited that you feel is in contravention of our Terms and Conditions or Acceptable Use Policy, then please email us with the details.

Please send the following information:

The URL (such as www.datanetex.com) the time and date that you noticed the infringement, any details regarding how you came to view the material and a precise description of why you believe the domain to be in breach. 2010 Limited actively report any illegal activities that take place on our servers to the Police. 2010 Limited also work with the Internet Watch Foundation to ensure that any images of child abuse are removed from our service and reported as soon as we are made aware, in line with current working practices.

Please note: by signing up for any of our services you agree to be bound by all 2010 Limited terms and conditions.

Contact information

We are happy to answer any questions you may have regarding your 2010 Limited services. Please note that any discussions with the 2010 Limited are treated in strictest confidence, so we may need to ask you security questions to confirm that we are speaking to the right person.

Please note: by signing up for any of our services you agree to be bound by all 2010 Limited terms and conditions, and those of our Service Provider Partners and Associates..

Privacy policy

Your right to privacy is very important. 2010 Limited recognise that when you choose to provide us with information about yourself, you trust us to act in a responsible manner. We believe this information should only be used to help us provide you with a better service. That's why we have put a policy in place to protect your personal information. Below is a summary of our policy.

By submitting personal data manually or in electronic form to this web site, or by using this site, you give your consent that all personal data you submit may be processed in the manner and for the purposes described below.

What personal information do we collect?

When making a purchase with 2010 Limited, we will collect your contact information, which includes name, address, email address and phone number, as well as payment information.

Protecting your privacy

We will take appropriate steps to protect your privacy.

On occasion, we may need to provide your name and delivery address to third parties that 2010 Limited may use for the purposes of delivering specific services to you (e.g., customer support.). We will not provide any of your personal information to other companies or individuals for marketing purposes without your permission.

2010 Limited may provide links to third party sites. Since we do not control those websites, we encourage you to review the privacy policies of these third party sites.

Use of cookies

2010 Limited uses cookies for various reasons, for example, cookies enable us to track information during the domain name registration and package sign-up process. These cookies do not track individual information. Cookies from 2010 Limited can only be read by 2010 Limited. If you choose to disable cookies in your browser, you will not be able to carry out a transaction with 2010 Limited.

If you do nothing other than read pages or download information while using this web site, we will capture and store information about your visit. This information will not identify you; it relates to:

the Internet domain (e.g. www.company.co.uk) and IP address from which you access the web site

the type of browser (Internet Explorer or Netscape) and operating system (Windows, UNIX) you use

the date and time of your visit

the pages you visit

the address of the web site from which you linked to us (if applicable).

We use this information to make each visit more rewarding, and to provide us with information to help improve our service. We do not know (and do not want to know) the identities of people who visit us in this way.

Data storage in the U.K.

Any information that 2010 Limited needs to store and process will be carried out on databases located in the UK, and in full compliance of the Data Protection Act.

How can you update the personal information you have provided to us?

You can help 2010 Limited maintain the accuracy of your information by notifying 2010 Limited of any changes to your address, title, phone number or e-mail address. You can do this by updating your personal details from within your 2010 Limited Control Panel.

The personal information we collect and maintain will be subject to the version of the Privacy Policy in effect at the time of collection. We reserve the right to change the Privacy Policy from time to time and will provide notice of these changes on the Privacy Policy pages of our web site. You should make sure you periodically review the Privacy Policy to make sure it meets your needs.

Information Disclosure Policy

Personal and account information

2010 Limited will not otherwise disclose its customers' personal and account information unless 2010 Limited has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of 2010 Limited customers, or others, or where 2010 Limited has a good faith belief that the law requires such disclosure.

Electronic communications

2010 Limited also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail or other electronic communications that 2010 Limited stores or transmits for its customers. The circumstances under which 2010 Limited will disclose such electronic customer communications are when:

it is necessary in order to provide service to the customer;

it is necessary to protect the legitimate interests of 2010 Limited and its customers;

it is required to cooperate with dispute policies, court orders, warrants, or other legal processes that 2010 Limited determines in its sole discretion to be valid and enforceable

it is necessary to provide to a law enforcement agency when the contents are inadvertently obtained by 2010 Limited and appear to pertain to the commission of a crime.

2010 Limited disclaims any intention to censor, edit or engage in ongoing review or surveillance of communications stored on or transmitted through its facilities by customers or others. 2010 Limited will, however, review, delete or block access to communications that may harm 2010 Limited, its customers or third parties or otherwise infringe the rights of third parties. The grounds on which 2010 Limited may take such action include, but are not limited to, actual or potential violations of 2010 Limited Acceptable Use Policy

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2010 Limited -/- Datanetex, 2008.

