

## SCHEDULE

### DOMAIN NAME REGISTRATION

#### 1. DEFINITIONS

The definitions in Database Power's standard terms and conditions shall apply together with the following:

<b>"Customer"</b>	means the party applying for the domain name or any party acting on that party's instructions;
<b>"Registrar"</b>	means the relevant domain name registrar;
<b>"Service"</b>	means the registration or transfer of the domain name(s) as requested by the Customer.

#### 2. SERVICE

2.1 On receipt of the relevant fees, Database Power shall use its reasonable endeavors to obtain the domain name registrations or transfers requested by the Customer and will carry out the following:

2.1.1 consider applications received for a domain name registration or transfer from the Customer;

2.1.2 accept or reject the application for a domain name registration or transfer subject to the rules and regulations of the relevant Registrar;

2.1.3 if the application is accepted by Database Power, on receipt of the full Fees Database Power will register the relevant details with the Registrar to effect a full domain name registration or transfer;

2.1.4 Database Power will inform the Customer once the domain name registration or transfer has been effected;

2.1.5 Database Power will use its reasonable endeavors to ensure that the appropriate details of the Customer's registration are:

(a) correctly entered on the register of domain names;

(b) correctly amended on the register of domain names

provided that Database Power is provided with the appropriate details and any amendments from time to time.

### **3. FEES**

3.1 Once the domain name and the Customer's details have been registered with the Registrar, no refund of Fees will be payable by Database Power except in accordance with any applicable law.

3.2 Database Power reserves the right:

- (a) not to proceed with the registration of any domain name until it has received the Fees in cleared funds from the Customer; or
- (b) to transfer any domain name obtained for Customer into the name of Database Power if payment is not received by the due date.

3.3 Database Power reserves the right to withhold the DNS Service, (as defined in Clause 5 below) until all Fees owed by the Customer have been received.

### **4. AVAILABILITY OF DOMAIN NAMES**

4.1 Until Database Power has confirmed the registration, there is no guarantee that the domain name applied for is available or will be entered on the relevant register. The Customer is advised not to publicize that it owns any domain name until registration has been confirmed to it by Database Power in writing.

### **5. OTHER SERVICES**

Database Power shall supply a DNS service to park the domain name free of charge either on servers owned and operated by Database Power or on other third party owned and operated servers (the "DNS Service") if selected by the Customer.

### **6. LIABILITY**

6.1 Database Power accepts no responsibility for the availability or use of any domain name in particular for any conflict with trade marks, registered or unregistered, or with rights to names in other contexts. The Customer should seek independent legal advice as to the registrability of any domain name.

6.2 To the extent permitted by any applicable law, Database Power's liability to the Customer under this Schedule notwithstanding the form (whether in contract, tort, including negligence, statutory



liability or otherwise) is limited to the aggregate of Fees paid under this Schedule. For the avoidance of doubt, this clause overrides Clause 7.3 of the Framework Agreement.



For any Customer placing an order by telephone:

I accept and agree to be bound by these standard terms and conditions:

.....

Name (please print)

.....

Signature

.....

Date