

## COMPANY FORMATION AGREEMENT

### 1. DEFINITIONS

- 1.1. In this agreement:-
  - 1.1.1 "CcTLD" means country code top level domain (e.g. .uk, .de, .au)
  - 1.1.2 "Changes to Domains" means any DNS or modification to the domain name.
  - 1.1.3 "DNS" means Domain Name Server
  - 1.1.4 "ICANN" is the Internet Corporation for Assigned Names and Numbers
  - 1.1.5 "IDP" is the International Domain Portal for the registration, maintenance and transfer of domain names
  - 1.1.5. "Local Contact Information" means a specified Local Contact in the country relevant to the country coded top level domain in question.
  - 1.1.6. "Local Administration Costs" NIC fees and other local administration costs which without prejudice to the generality of the foregoing includes local agents' fees bank charges and courier fees
  - 1.1.7. "NIC Authority" Network Information Centre who are the domain name registry responsible for the registration of ccTLD and gTLD domain names.
  - 1.1.8. "NIC Fee" the Network Information Centre fees and administration costs they charge.

### 2. Service

- 2.1. By agreeing to this agreement you agree to Safenames Ltd creating a Company Formation for your CcTLD registration/s and you agree to the terms contained within this agreement and any applicable agreements, policies or procedures posted on the Safenames website, as well as changes that may be made to them.
- 2.2. This agreement as well as Safenames Terms and Conditions plus any additional Safenames Policies with all modifications constitute the complete agreement between you and Safenames.
- 2.3. This agreement supersedes and governs all prior proposals, agreements or other communications or representations.
- 2.4. The provision of the Company Formation service is subject to the Fee Schedule below.
- 2.5. The content and maintenance of the domain registration remains your sole responsibility.
- 2.6. By utilising Safenames Company Formation facility Safenames are not responsible for your domain registration.
- 2.7. You agree that Safenames are not responsible for the maintenance of your domain name.
- 2.8. You agree to the registration requirements of the NIC authority responsible for the CcTLD registration that you require.
- 2.9. By utilising the Safenames Company Formation service you agree to Safenames registering a wholly owned dormant company for the purposes of compliance with the registration requirements of the NIC authority responsible for the CcTLD registration that you require.
- 2.10. By utilising the Safenames Company Formation service you will retain administrative control of the domain registration, which will be accessible via your IDP account.
- 2.11. Should you require this service for the provision of any ccTLD which has restrictions as to the license or renting the domain name, you agree to the provisions of the Redirection service, copies can be provided upon request.

### 3. Transfer of domain names

- 3.1. You shall have the right to transfer ownership of the domain subject to the Company Formation service if:
  - 3.1.1 You can provide the necessary requirements specified by the Local Domain Registration Authorities

- 3.2. Any transfer of Ownership request remains your responsibility and will not be instigated by Safenames.
- 3.3. Should you request a Transfer of Ownership you will be liable for any additional fees incurred in the transfer of ownership process
- 3.4. Should you request a Transfer of Ownership Safenames will conduct the full transfer, not the Registrar or registration agency with whom you are transferring to.
- 3.5. Upon notification of your Transfer of Ownership request Safenames agree to relinquish all rights of ownership
- 3.6. Notification will be deemed to have taken place:
  - 3.6.1. Via email to:
  - 3.6.2. Via telephone (phone call from you or from authorised representative)
  - 3.6.3. Via Fax to:
  - 3.6.4. Via Written correspondence to the address specified above.
- 3.7. If the Safenames becomes unable to hold or manage the Domain Name on behalf of the Registrant for whatever reasons, it shall transfer the Domain Name to another registration agency as designated by the Registrant. In this case, the Registration Agency shall cooperate with the Registrant and make efforts so that the Domain Name will be transferred to the new registration agency and that agency agrees to enter into the certificate having the same force and effect as this agreement.

#### 4. Fee Schedule

- 4.1. You agree to be bound by the Following Fee Schedule
  - 4.1.1. Set up Fee \$5000 and
  - 4.1.2. Annual CF Fee \$1000(p/a)
- 4.2. The initial Set up Fee is on a one-time basis
- 4.3. The annual CF Fee is on an annual basis. Nonpayment of this fee will constitute a material breach of this agreement and may result in the removal of your Company Formation and/or revocation and/or deletion of your domain registration.
- 4.4. You will not be entitled to any refund for these services.
- 4.5. The above fees do not include any additional services provided by Safenames, which may be required for the domain to be registered.

#### 5. Restriction of Service

- 5.1. Safenames may terminate this agreement and remove the provision of a Company Formation service if your use of the domain registration is in association with morally objectionable activities.
- 5.2. Safenames may terminate this agreement and suspend the provision of a Company Formation service if your use of the domain registration is in breach of our Acceptable Use Policy.
- 5.3. The Safenames Acceptable Use Policy can be located
- 5.4. Morally objectionable activities include, but are not limited to:
  - 5.4.1. activities designed to defame, embarrass, harm, abuse, threaten, slander, or harass third parties,
  - 5.4.2. activities prohibited by the laws of the United Kingdom and/or foreign territories in which Reseller conducts business,
  - 5.4.3. activities designed to encourage unlawful behaviour by others such as; hate crimes; terrorism and child pornography,
  - 5.4.4. activities that are tortuous, vulgar, obscene or invasive of the privacy of a third party, racially, ethnically or otherwise objectionable;
  - 5.4.5. activities designed to impersonate the identity of a third party.

#### 6. EXCLUSIONS, LIMITATIONS AND INDEMNITIES

- 6.1. WE DO NOT REPRESENT OR WARRANT THAT:

6.1.1 THE REGISTRATION OF YOUR DOMAIN NAME, WILL BE UNINTERRUPTED, SECURE, RELIABLE OR FAULT-FREE; OR THAT

6.1.2 OUR WEBSITE, OR ANY OF ITS CONTENTS WILL BE 100% ACCURATE AND COMPREHENSIVE

6.2. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL LIABILITY (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) WHICH WE MAY OTHERWISE HAVE (SAVE IN RESPECT OF AN EXPRESS OBLIGATION ACCEPTED BY US IN THESE TERMS) AS A RESULT OF:

6.2.1. ANY TECHNICAL, FACTUAL, TEXTURAL OR TYPOGRAPHICAL INACCURACIES, ERRORS OR OMISSIONS ON OR RELATING TO OUR WEBSITE OR ANY INFORMATION ON OUR WEBSITE;

6.2.2. THE UNAVAILABILITY OF OUR SERVICES;

6.2.3. ANY DELAY IN PROVIDING, OR FAILURE TO PROVIDE OR MAKE AVAILABLE SERVICES; OR

6.2.4. ANY MISREPRESENTATION ON OR RELATING TO OUR WEBSITE OR SERVICES.

6.3. IN NO EVENT MAY YOU BRING ANY CLAIM AGAINST US MORE THAN 12 MONTHS AFTER YOU KNEW OF (OR OUGHT REASONABLY TO HAVE DISCOVERED) THE EVENT(S) GIVING RISE TO THE POTENTIAL LIABILITY.

6.4. OUR MAXIMUM LIABILITY TO YOUR BUSINESS IN RESPECT OF YOUR USE OF OUR WEBSITE OR ANY SERVICES WE PROVIDE OR MAKE AVAILABLE TO YOU THROUGH OR IN RELATION TO OUR WEBSITE WILL BE THE AMOUNT OF ANY SUBSCRIPTION FEES PAID ON BEHALF OF YOUR BUSINESS DURING THE YEAR IN WHICH LIABILITY AROSE OR THE PRICE OF A REPORT WHICHEVER IS THE GREATER.

6.5 YOU AGREE THAT WE SHALL HAVE NO LIABILITY FOR:

6.5.1 INDIRECT OR CONSEQUENTIAL LOSSES;

6.5.2 LOSS OF GOODWILL OR REPUTATION;

6.5.3 DAMAGE TO OR LOSS OF DATA EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES;

6.5.4 ECONOMIC LOSSES (INCLUDING BUT WITHOUT LIMIT TO, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS); AND

6.5.5 DAMAGES FOR LOSS OF, OR DAMAGE TO, PROPERTY.

6.6. WE HAVE NO LIABILITY TO YOU FOR THE CONTENT OF ANY THIRD PARTY WEBSITE NOR FOR ANY THIRD PARTY GOODS AND SERVICES PURCHASED BY YOU.

6.7 YOU WILL INDEMNIFY US AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE LEGAL FEES) DIRECTLY OR INDIRECTLY RELATED TO YOUR USE OF THE SERVICES OR BREACH BY YOU OF THIS AGREEMENT.

6.8 TO THE EXTENT ALLOWED BY LAW, WE EXCLUDE ALL CONDITIONS, TERMS, REPRESENTATIONS AND WARRANTIES, WHETHER IMPOSED BY STATUTE OR BY LAW OR OTHERWISE, THAT ARE NOT EXPRESSLY STATED IN THESE TERMS INCLUDING, WITHOUT LIMIT, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.9. NONE OF THE ABOVE EXCLUSIONS SHALL AFFECT ANY STATUTORY RIGHTS WHICH ARE NOT CAPABLE OF BEING EXCLUDED. HOWEVER, IN SUCH CASE WE WILL HAVE THE OPTION, WHERE PERMITTED BY LAW, TO OFFER YOU RE-SUPPLY OF OUR WEBSITE OR SERVICES BY WAY OF REMEDY.

6.10. YOU AGREE THAT EACH OF THESE LIMITATIONS IN THIS CLAUSE 7 IS REASONABLE.

7. Modification and Termination of Terms

7.1 We reserve the right at any time and from time to time to:

7.1.1 modify these Terms (or any part thereof); and

7.1.2 revise the content of our Website (including our Services):

temporarily or permanently, with or without notice.

7.2 We will take reasonable steps to bring to our customers' attention changes to these Terms. Any changes shall be binding and effective on you when you click acceptance of our Terms after they have been altered and posted on our Website. Please check our Website frequently. In addition, specific Services or information contained within our Website may be subject to additional posted Terms or guidelines applicable to such Services. All such Terms or guidelines are hereby incorporated by reference into these Terms.

7.3 If you continue to use our Services after any changes take effect, you will be taken to have accepted these changes and so be bound by them.

7.4 You or we may terminate this agreement (as regards some or all of the Services) at any time and for any reason by giving 30 days written notice to the other.

7.5 You or we may terminate this agreement (as regards some or all of the Services) immediately on written notice if the other:

7.5.1 commits a material breach of these Terms and, if remediable, having received from the other party written notice stating the intention to terminate the Terms if not remedied, fails to remedy the breach within 14 working days; or

7.5.2 is subject to a resolution for winding up or a petition for bankruptcy or liquidation or proposes or enters any arrangement or composition with assignment with or for creditors or a receiver or liquidator or trustee in bankruptcy is appointed over it or any of its assets or any similar circumstances.

7.6 We may also terminate the Company Formation Service immediately on written notice if:

7.6.1 you commit a material breach of any of these Terms and in particular upon any failure by you to pay either your set up fee or annual fees in accordance with these Terms;

7.6.2 we are required to do so by Regulation or competent authority; or

7.6.3 it is otherwise permitted under these Terms.

7.7 The consequences of termination of these Terms or suspension of Services for any reason:

7.7.1 we will immediately stop supplying and will terminate access to, the relevant Services

7.7.2 any charges due remain payable and

7.7.3 any rights that have accrued to either party at the date of termination and clauses in these Terms which are expressed or intended to survive the termination of these Terms shall survive and remain enforceable after termination.

7.8 You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the service.

8. **Data**  
You agree to be bound by the terms of our Privacy Policy.
9. **Notices**
  - 9.1 You should send any notices under these Terms to Safenames House, Sunrise Parkway, Linford Wood, Milton Keynes, MK14 6LS UK.
  - 9.2 We shall send any notices in accordance with the most recent contact information which you have provided to us.
  - 9.3 Notices may be sent by hand, recorded delivery, facsimile or email.
10. **Events Beyond Our Control**  
Neither party shall be liable for failure to perform or delay in performing any obligation (excluding payment) under this Agreement if the failure or delay is caused by events or circumstances beyond its reasonable control including, without limitation, failure of any communications, telecommunications or computer systems, strikes, walk-outs and other industrial disputes.
- 11 **Jurisdiction**  
This Agreement shall be governed by and interpreted in accordance with the Laws of England and Wales.