Site Terms of Use

Please read these Terms of Use carefully. By using this site, you are agreeing to these Terms of Use. If you do not agree with these Terms of Use, please do not use this site.

These Terms of Use were last updated on 1 February 2012.

1. About these Terms of Use

1.1 These Terms of Use apply to your use of the site www.telnames.com (the "Site"). Your use of any services available through the Site, including, but not limited to, domain name registration services (the “Services”) is governed by the Terms of Sale.

1.2 By accessing any part of the Site, you are deemed to have accepted these Terms of Use and our Privacy Policy and to have entered into a contract with Telnames Ltd, a company registered in England and Wales, whose registered number is 07471889, whose registered office is at 37 Percy Street, London W1T 2DJ ("Telnames", “we”, “us”). If you do not accept these Terms of Use or the Privacy Policy you must not use the Site and must leave the Site immediately.

1.3 We reserve the right at any time at our sole discretion to amend these Terms of Use. If we do so, we will publish the amended version on the Site. Any amended version will take effect from the time such amended version is first published on the Site. You should check the Site from time to time to review the current Terms of Use. Your use of the Site after the date on which the amended Terms of Use take effect constitutes your acceptance of the amended version. If you do not accept any amended version, you may not continue to use the Site.

2. Access to the Site

2.1 While Telnames endeavours to ensure that the Site is normally available 24 hours a day, Telnames shall not be liable if for any reason the Site is unavailable at any time or for any period.

2.2 Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Telnames' control.

2.3 Telnames assumes no responsibility for:

2.3.1 the Site and/or its functionality;

2.3.2 any communication, content, data, information, software or other items or materials (collectively, “Content”) provided or made available on or through the Site or otherwise by us; or

2.3.3 the servers and or other equipment and services required to make the Site available.

2.4 Telnames makes no warranties that the Site, its functionality or the Content provided or made available on or through the Site or otherwise by us will be uninterrupted or error-free, or that the servers and or other equipment and services required to make the Site available will be free of viruses or other harmful components.

3. Your information

3.1 You own all of your personal information which we collect on the Site, and our Privacy Policy governs our collection and use of such personal data , subject to which:

3.1.1 any Content you submit to us, whether by using the Site or any third party site, by email or otherwise shall be considered non-confidential and non-proprietary;

3.1.2 you will, by submitting such Content to us, be deemed to have granted us and our affiliates a perpetual, world-wide, royalty-free, irrevocable, transferable licence to use and sub-license the use of such Content for any and all purposes whatsoever, including, without limitation, using such Content on the Site and/or in other business communications; and

3.1.3 we shall have no obligations with respect to such Content.

4. Site content and third party sites

4.1 The Content on the Site may not be up to date, and, while Telnames endeavours to ensure that such Content is correct, Telnames does not warrant the accuracy, completeness or usefulness of any such Content and makes no commitment to update such Content. It is your responsibility to evaluate the accuracy, completeness and usefulness of any such Content (including, but not limited to, any opinion or advice) or any Service.

4.2 Telnames reserves the right to make changes to, update and/or remove the Site or any Content on the Site at any time without notice.

4.3 Links to third party sites on this Site are provided solely for your convenience. If you use these links, they will take you to a third party site and you acknowledge and agree that Telnames has not reviewed, is not responsible for, cannot control, makes no warranties or representations about and does not purport to endorse any of these third party sites, their Content, or any results, goods or services that may be obtained using such sites. If you decide to access any of the third party sites linked to this Site, you do so entirely at your own risk. Telnames expressly disclaims all responsibility for any third party Content linked to this Site to the fullest extent permitted pursuant to applicable law.

4.4 Where Content or services are supplied by third parties, you may need a licence from such third parties, and may need to agree to other terms of use, which will govern your relationship with such providers in relation to your use of such Content or services. You should read those terms carefully and ensure that you are willing to be bound by them before you use any such Content or services.

5. Intellectual property

5.1 All Content on this Site, including, but not limited to, text, images and layout, is, unless otherwise noted, the exclusive property of Telnames and/or its licensors and is subject to intellectual property and/or other rights.

5.2 You may not copy, reproduce, sub-license, republish, distribute, transmit, publicly perform, display or make available, alter, adapt, interfere with, create derivative works from, counterfeit or paste to any other site or webpage, by any means or in any manner, any Content on this Site, or, save as expressly provided in these Terms of Use, do anything else with such content. You agree and

acknowledge that you will not acquire any ownership rights in such Content. You acknowledge that modification of such Content or use of such Content for any purpose not expressly permitted by these Terms of Use may breach our and others' Intellectual Property and/or other rights.

6. Your use of the Site

6.1 You agree that you will not:

6.1.1 use the Site for the posting or transmitting of any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially, ethnically or otherwise discriminatory or other objectionable Content of any kind;

6.1.2 upload to the Site any files that contain viruses, "Trojan Horses", worms, cancelbots, corrupted files or other such similarly destructive features or otherwise in any way damage, disable or impair the operation of the Site, or attempt to do any of the same, or gain or attempt to gain unauthorised access to the Site, or to networks connected to it, or to Content delivered through it, by any means, including by hacking, spoofing or seeking to circumvent or defeat any firewalls or other technological or other protections or security measures; or

6.1.3 use the Content on this Site:

(a) for any commercial purpose (other than, for the avoidance of doubt, the commercial use of a .tel domain name registration, which is governed by, and permitted in circumstances set out in, the Terms of Sale);

(b) for any illegal purpose; or

(c) for any other purpose prohibited by these Terms of Use or in any notice contained within any Content.

7. Liability

7.1 Nothing in these Terms of Use excludes, restricts or affects your legal rights as a consumer, including your statutory rights.

7.2 We promise that any services we provide to you under these Terms of Use will be provided with reasonable skill and care. To the maximum extent permitted under applicable law, we exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any Content on the Site including those as to availability, quality, timeliness, performance, or fitness for a particular purpose.

7.3 To the maximum extent permitted under applicable law, Telnames and its officers, directors, employees, shareholders or agents exclude all liability and responsibility for the following categories of loss or damage (whether in contract, tort or otherwise and whether such loss or damage was foreseen, foreseeable, known or otherwise) that may result to you or a third party in connection with the Site or the use inability to use or the results of use of the Site: indirect, punitive or consequential loss or damage; loss of revenue, income, profits, goodwill, data, contracts or use of money; and loss or damage arising from or connected in any way to business interruption.

7.4 Nothing in these Terms of Use limits our liability in the case of death or personal injury caused by our negligence or the negligence of our employees, or where we have acted fraudulently, subject to which our total liability to you under these Terms of Use for any losses suffered by you will never exceed £100.

7.5 You agree to compensate us in full in respect of any losses, liabilities, damages, expenses or costs (including legal fees and expenses), arising from or in connection with any third party claim, suit or proceeding brought against us which arises out of, results from or is related to any breach by you of these Terms of Use.

8. Force majeure

Neither party shall be liable for any delay or failure to perform any obligations under these Terms of Use if such delay or failure is due to a circumstance beyond its reasonable control, including, but not limited to, industrial disputes, technical difficulties, failure of or delays in communications networks, acts of terrorism or power failure ("Force Majeure"). If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of both parties' obligations will be suspended. If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 30 days, the other party may immediately terminate these Terms of Use on providing notice in writing to the party that has suffered the event of Force Majeure.

9. Entire agreement and paragraph headings

9.1 These Terms of Use contain the entire agreement between us and you relating to your use of the Site and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us and you. For the avoidance of doubt, these Terms of Use do not govern your use of any Services, which is governed by the Terms of Sale.

9.2 The paragraph titles in these Terms of Use are for convenience only and have no legal or contractual effect.

10. Waiver and severance

10.1 If you breach these Terms of Use and we take no action against you, we will still be entitled to enforce our rights against you in relation to that breach and to use our rights and remedies in any other situation where you breach Terms of Use.

10.2 In the event that any provision of these Terms of Use is held to be illegal, invalid or unenforceable, such provision will be severed and the remainder of these Terms of Use shall continue in full force and effect.

11. Termination, assignment and third parties

11.1 We reserve the right to terminate your access to this Site and/or your agreement with us under these Terms of Use at any time with or without cause or notice, in which case you must not use the Site after such termination without our prior consent.

11.2 These Terms of Use are personal to you and are entered into by you for your own benefit and not for the benefit of any third party. You may not assign, sub-license or otherwise transfer to any other person any or all of your rights and obligations under these Terms of Use.

11.3 These Terms of Use shall not be construed to create any obligation by Telnames to any person who is a not a party to these Terms of Use and no such person has any rights or a right to enforce any rights under these Terms of Use.

12. Amendments

Except as set out in paragraph 1, neither party (including, but not limited to any employee, contractor, agent or representative of Telnames or its subsidiaries) is authorised to alter or amend these Terms of Use except by means of a written document signed by you and an authorised officer of Telnames.

13. Language, governing law and jurisdiction

13.1 English is the only language offered for these Terms of Use.

13.2 These Terms of Use shall be governed by and construed in accordance with English law. Disputes arising in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the English courts.