

Domain Registration, Renewal, Expiry and Refund Agreement

You hereby agree to these Terms & Conditions for Domain Registration, Renewal and Refund Agreement.

You acknowledge and understand that the services in respect of domain registration and renewal are limited to forwarding the application submitted by you for registration with the relevant naming authority.

If there is any conflict within the Agreement, the terms of the Domain Registration, Renewal and Refund Agreement shall prevail.

These additional terms may be amended by Klarity Solutions at any time and without notice to You. Any changes will be published on the website and will be deemed to have been accepted 7 days after publication.

1. Customer Warranties

You undertake and warrant to Klarity Solutions that the registration of any domain name requested by it (a "Requested Domain") and the manner in which it is to be directly or indirectly used:

- will not infringe any third party rights; and
- is not being made in bad faith or could be considered to be an abusive registration under the relevant registration authority's dispute policies and procedures and
- will at no time whatsoever be used for any unlawful purpose.

2 Registration

- You acknowledge that, whilst Klarity Solutions will use its reasonable endeavours to register a Domain (Requested Domain), we will not be obliged to accept any request to register or continue to process any registration of a Requested Domain where such a Domain has not been capable of registration.
- Klarity Solutions makes no representations or warranties (expressed or implied) of any kind that a Requested Domain is available for registration or to the likelihood of a registration being successful.
- You acknowledge that Klarity Solutions cannot guarantee the reservation or registration of any Domain and that the registration of such domain name will be subject to any registration requirements of the appropriate registry.
- For the avoidance of all doubt it shall remain Your sole responsibility to check if the Domain has been successfully registered by contacting the appropriate authority.
- Upon successful registration, Klarity Solutions will use reasonable endeavours to notify you of any renewal dates via the email address

provided to us upon registration. This is subject to You providing Klarity Solutions with an up to date and valid email address.

3 Renewals

- Klarity Solutions will issue an invoice for domain renewal one month before the renewal date to ensure plenty of time for You to make a payment or cancel the domain.
- All domains will renew for the period of one year.
- You acknowledge that Klarity Solutions have the discretion to vary the renewal rates from time to time without prior direct notice to You.
- Klarity Solutions accepts no liability for the loss of registration of any Domain that has failed to be renewed due to an invalid email address provided to us, late payments received or technical faults which are beyond our control.
- In the event that a domain is not renewed by its expiry date it shall cease to operate and shall be deemed to have been "expired".
- If Klarity Solutions receives a request from the Client to renew the domain name(s) after the 16 day period, the Client agrees to pay the £25.00 redemption Fee. All prices exclude VAT (charged at 20%), together with any renewal Fee due.
- Klarity Solutions will issue You an expiry notice for Your domain name no more than 30 days prior to its expiry.

4 Cancellations

- If You wish to cancel future renewals of domain names, You must inform Klarity Solutions in writing. This must be done at the very least 24 hours before the payment date.
- You acknowledge that "payment dates" and "renewal dates" varies. For example the payment date of an invoice for a domain renewal is up to 30 days before the date of renewal for certain domains.
- In the event that a Domain name registered forms part of a hosting package and the package is cancelled, it is Your sole responsibility to ensure that the domain renewal is not cancelled should you wish to keep the domain.

5 Refunds

- You acknowledge that invoiced domain registrations and/or renewals are non-refundable in whole or in part if the contract is terminated by You.
- Klarity Solutions will not refund to you the cost of registering a domain name after You have requested the domain name registration, provided that the domain name has been registered with the appropriate registrar. This is due to the bespoke nature of domain names. Domain names are personalised to the consumer's specifications and service provision will begin from the moment the domain name registration is submitted to the registration authorities.
- Klarity Solutions makes no representations as to how long refunds will be processed.

- You acknowledge that Klarity Solutions is unable to change or edit the spelling of a domain name after it has been registered it and is not liable to refund any errors or omissions on Your part unless the error is on the part of Klarity Solutions.
- You acknowledge and understand that Domain names are not entitled to cooling off periods under Regulation 13(1)(c) of the Distance Selling Regulations 2000.
- If You are a business entity or a representative of a business then you acknowledge and understand that the Distance Selling Regulations 2000 do not apply to You in respect of all services provided by Klarity Solutions.

6 Ownership and Transfers

- The transfer service offered by Klarity Solutions is supplied on the basis that You will be responsible for changing the tag of the domain to Klarity Solutions tag of 'HOOKER' and to ensure that the transfer completes to Your specifications. If You cancel a transfer, You will be responsible for contacting Klarity Solutions to arrange a refund for the incomplete transfer, if applicable.
- Klarity Solutions shall determine the legal owners of a Domain to be those listed on the WHOIS results, whether this may be an individual or business entity.
- In the event that ownership is disputed You acknowledge and agree to resolve all disputes prior to contacting Klarity Solutions to organise a transfer.
- If you wish to transfer ownership of a Requested or Registered Domain then You must do the following:
 - ensure that all necessary consents and permissions to that transfer have been obtained
 - deliver to Klarity, on demand, documentary evidence of all such relevant consents and permissions.
- You agree that on to transferring ownership of a Registered Domain to another person or registering a Domain on behalf of another person (the "Transferee") You will confirm and prove that the Transferee agrees in writing to be bound by the terms of the Agreement at Klarity's request.
- Klarity Solutions will not transfer ownership of a Requested Domain until all Fees attributable to the services associated with the account, which are due have been paid by You to Klarity Solutions.

7 Expired Domains

- In the event that a domain name is not renewed by its expiry date it shall cease to operate and shall be deemed to have been "expired".
- A domain name shall expire payment is not made within 14 days of an invoice being issued, which is done annually one month in advance of the expiration date.
- If the domain does expire, the customer will have 16 days to contact Klarity in order to pay for the renewal and Klarity will retrieve and renew the domain name.

- On receipt of the Renewal Fee, the customer will retain ownership of the requested domain.
- The customer acknowledges that 90 days after the date of expiration Klarity may at its sole discretion carry out the following actions:
 - Auction the domain name
 - Change the Contact Details
 - Transfer the domain name
- If we do not receive the renewal fee within the 16 day period stipulated above Klarity may at its discretion terminate the agreement and change ownership of the requested domain.
- If Klarity receives a request from the Client to renew the domain name(s) after the 16 day period, the Client agrees to pay the £25.00 redemption Fee. All prices exclude VAT (charged at 20%), together with any renewal Fee due.
- Klarity endeavours to renew domain names on behalf of the customer and to ensure that the correct ownership details are up to date but the responsibility of checking the correct information lies with the customer who can check this information using a 'Whois' look up.

8 Miscellaneous

- Klarity Solutions may from time to time change the registrar that a Requested Domain is held with, at its discretion and without notice to You.
- You agree and acknowledge that Klarity Solutions will make registration information provided by You in relation to the Requested Domain available to ICANN, Nominet or any other appropriate registration authority, the registry administrators, and other third parties as applicable laws may require or permit including the police or other enforcement authority.
- You further acknowledge that Klarity Solutions may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information provided, for purposes of inspection (such as through the WHOIS service) or other purposes as required or permitted by ICANN, Nominet and applicable law.
- You consent to any and all such disclosures, whether during or after the term of registration of the Requested Domain. You irrevocably waive any and all claims and causes of action arising from such disclosure or use of the domain name registration information by Klarity Solutions.
- At Klarity, we aim to respond to any queries within 24 working hours.

9 Complaints Policy

At Klarity, customer service is paramount and when issues occur, we will always work hard to resolve them as quickly as we can. We will always deal with a problem as quickly as possible and aim to respond to any issues within 4 working hours.

Stage 1: Contacting us:

- Call us on 0845 2600141, via our website www.klarity.uk.net or email enquiries@klarity.uk.net
- If you have a comment about any aspect of our service, then we would like to hear from you. Many issues can be resolved informally by discussing the issue with a member of staff. In the first instance, whoever deals with your query will aim to resolve any outstanding issues and reach an amicable solution.

Stage 2: Escalating your issue

- In the rare event that an issue cannot be resolved to your satisfaction, please ask to be directed to management. If for some reason a manager cannot speak to you immediately, they will return your call within the next 2 working hours.

Domain Transfers

For a fast and stress free transfer of your domains we recommend that you take the following steps:

UK Registered Domains

- Contact us initially and let us know that you are interested in transferring your domain.
- Obtain information from your new ISP as to their 'tag'.
- Inform us in writing of the ISP tag to which your .co.uk or UK domain should be transferred.
- This change will take place within 24 hours so that your new ISP can make any DNS changes on your behalf.

All Other Domains

- .com, .net and all other related domains work slightly differently. A .com, .net, .org domain transfer requires authorisation from both the domain registrant and domain registrar.
- Inform us in writing that you wish to change your domains and we will request an Authorisation Code.
- The code will be issued to you via email within 24 hours for you to pass to your new ISP.