



SELL YOUR PRODUCTS ONLINE

Sell your Products Online, SYPO and Web by Numbers are brands of Web by Numbers Ltd (hereinafter referred to as “Web by Numbers”).

Terms and Conditions for Domain products

The following terms and conditions apply to all Domain products offered by Web by Numbers Ltd. By ordering Domain products from Web by Numbers Ltd you are agreeing to the following terms and conditions:

1. General Domain Terms

1.1. The Client acknowledges that registration of a Domain is subject to third party terms and conditions including those from the relevant registry for the Domain extension. The Client confirms that it will at all times and in all respects comply with ICANN’s and any relevant registry’s terms and conditions for domain registration and use. Further, the Client indemnifies both Web By Numbers Ltd and the applicable registry for a Domain in respect of the Client’s use of the Domain and in respect of the Client’s failure to comply with the terms of this Agreement or any failure to comply with ICANN or the registry’s terms and conditions.

1.2. The Client acknowledges and accepts that domain registration and renewal services are limited to the forwarding by Web By Numbers Ltd of the Client’s request to register or renew a domain to the relevant registry for that domain. It is at all times the Client’s responsibility to check that a Domain has been registered and/or renewed with the registry as appropriate.

1.3. The Client warrants that the registration of a domain name requested by a Client (‘a Domain’) and the manner in which it is to be used, either directly or indirectly:

1.3.1. will not infringe any third party rights, including third party intellectual property rights;

1.3.2. Is not being made in bad faith or could otherwise be considered to be an abusive registration under the dispute resolution procedures or policies of any relevant registry or of ICANN; and

1.3.3. will at no time be used for an unlawful purpose whatsoever.

1.4. While Web By Numbers Ltd shall use reasonable endeavours to register a Domain, the Client accepts that Web By Numbers Ltd is not required to accept any request to register a Domain or to continue with any attempt to register a Domain if the Domain is not capable of registration.

1.5. Web By Numbers Ltd makes no representations, express or implied, that a particular Domain is available for registration and Web By Numbers Ltd accepts no liability for failure to register a Domain for any reason.

1.6. Web By Numbers Ltd may from time to time change the registrar that a Domain is held with, at its discretion and without notice to the Client.

1.7. The Client accepts and consents to Web By Numbers Ltd making the Client's registration details in relation to the Domain available to third parties including ICANN and the applicable registry for the Domain as applicable including to law enforcement and governmental bodies as required by law.

1.8. The Client accepts and consents to the Web By Numbers Ltd making publicly available certain of the Client's information, for example by inclusion in the whois database, as required by law or for any other purpose required or permitted by ICANN, a relevant registry or any regulatory body. The Client consents to any and all such disclosures as set out in clauses 1.7 and 1.8 and waives any cause of action it may have against Web By Numbers Ltd in this respect.

1.9. In the event that the Client has not purchased the Whois Privacy Service, the Client must ensure that its details on the whois database are accurate and current failing which the Domain may be suspended by Web By Numbers Ltd, ICANN or the relevant registry until such time as the Client can prove that the details on the whois database are accurate.

1.10. The Client consents to Domains registered through Web By Numbers Ltd having locks automatically applied to such Domains.

2. Domain Renewals

2.1. Web By Numbers Ltd shall endeavour to automatically renew a Domain on a Client's behalf when it is due for renewal subject to the following:

2.1.1. the Client has agreed in writing to the renewal of the domain.

2.2. If 2.1.1 above does not apply then Web By Numbers Ltd shall not automatically renew a Domain and the Client is entirely responsible for any consequences of a Domain not being renewed.

2.3. Domains which are automatically renewed by Web By Numbers Ltd will be renewed for the same duration as the initial registration period. Clients may select a different renewal period.

2.4. Web By Numbers Ltd shall take payment for Domain renewals up to 7 days prior to the Domain renewal date in order to ensure that the Domain is renewed on time.

2.5. Web By Numbers Ltd may request direct debit payments up to 15 days prior to the renewal date for a Domain and that payment will be taken 6 days after that initial request.

2.6. Domain renewals shall be charged at Web By Numbers Ltd's prevailing rate at the time of the renewals. Web By Numbers Ltd's prevailing rates can be located on Web By Numbers Ltd's website.

2.7. If a Domain is not renewed by the applicable renewal date then the Domain shall become an Expired Domain and clause 6 below shall apply.

3. Domain Cancellations

3.1. Domain cancellations by Clients must be notified in writing and must be notified at least 24 hours prior to any payment date. The payment date is at least 7 days prior to the renewal date and varies by both payment method and by domain extension.

4. Domain Refunds

4.1. Domain registrations and/or renewals are non-refundable by Web By Numbers Ltd in whole or in part.

4.2. Once a Domain has been registered by the applicable registry, Web By Numbers Ltd is unable to refund any refund in respect of that Domain. This is due to the bespoke nature of Domains and the Client accepts this to be a fair apportionment of risk given Web By Numbers Ltd's inability to claim a refund from the relevant registry.

4.3. Any refund on a Domain prior to registration with the relevant registry is entirely at Web By Numbers Ltd's discretion.

4.4. The Client accepts that Web By Numbers Ltd is unable to verify or check for errors in Domain registration requests. Accordingly, the Client is solely responsible for ensuring that a Domain has the correct or intended spelling.

4.5. As set out in the General Terms and Conditions and above, Domain registrations are a bespoke purchase to the Client's specification and accordingly the Client, when a consumer, waives any right to a cooling off period that may be applicable. If the Client as a consumer is not willing to waive such right then the Client must make Web By Numbers Ltd aware of the same and Web By Numbers Ltd will be unable to register a Domain until after the applicable cooling off period has expired.

5. Domain Transfer & Ownership Terms

5.1. Web By Numbers Ltd shall ascertain the ownership of a registered Domain by reference to the details held on the whois database. If the whois database details are not definitive then Web By Numbers Ltd shall be entitled to request whatever supporting evidence it may require to ascertain ownership.

5.2. In the event that ownership of a registered Domain is disputed then the Client agrees to make all reasonable efforts to resolve such dispute with the third party, including before involving Web By Numbers Ltd and at Web By Numbers Ltd's request.

5.3. If a Client wishes to transfer ownership of a registered Domain the Client must:

5.3.1. ensure that all necessary consents and permissions to that transfer have been obtained;

5.3.2. deliver to Web By Numbers Ltd documentary evidence of all such relevant consents and permissions;

5.3.3. accept that Web By Numbers Ltd is under no obligation to carry out any transfer request if the Client fails to satisfy Web By Numbers Ltd that the documentation provided shows the transfer to be properly requested or authorised or where the Client has not complied with this clause 5.3.

5.4. The transfer service offered by Web By Numbers Ltd is supplied on the basis that the Client is solely responsible for changing the tag of the domain to Web By Numbers Ltd and to ensure that the transfer completes to the Client's specifications. If a transfer is cancelled, the Client will be responsible for contacting Web By Numbers Ltd to request a refund for the incomplete transfer, if applicable

5.5. The Client accepts that the transfer of a gTLD Domain may require Web By Numbers Ltd to carry out a manual transfer. In such event, the Client agrees to pay the applicable manual transfer fee to Web By Numbers Ltd as stated on Web By Numbers Ltd's website and as updated from time to time.

5.6. On transfer, the Client can select to register the transferred domain for a minimum term of one year up to a maximum term of ten years, on certain domains. The Client acknowledges that the maximum terms for a particular domain may vary and are available on an "as is" basis as displayed by Web By Numbers Ltd. Clients acknowledge that one year may be added and charged to some domain extensions when transferred, including but not limited to .FR, .FM, .NAME

5.7. Web By Numbers Ltd will only allow a domain name owned or managed by the Client to be attached to the IPS tag of Web By Numbers Ltd or any of its Associated Companies if the Client has an active hosting account with Web By Numbers Ltd or one of its Associated Companies or when the Client is holding the domain name within a Web By Numbers Ltd account.

5.8. The Client agrees that on to transferring ownership of a registered Domain to another person or registering a Domain on behalf of another person (the "Transferee") the Client will confirm and prove that the Transferee agrees in writing to be bound by the terms of the Agreement at Web By Numbers Ltd's request.

5.9. Web By Numbers Ltd will not transfer ownership of a Domain until all Fees attributable to the services associated with the account, which are due have been paid by the Client to Web By Numbers Ltd.

5.10. In the event that Web By Numbers Ltd receives a complaint in respect of trademark / brand infringement, Web By Numbers Ltd has the right to place a Domain on hold and move into the Web By Numbers Ltd holding account. Web By Numbers Ltd shall take this action if in receipt of a decision from a Domain Dispute Resolution and/or a settlement agreement between the parties concerned. Any renewal payments must be paid to Web By Numbers Ltd by the Client.

5.11. In the event of receiving documentation which matches the WHOIS details, Web By Numbers Ltd reserves the right to move a Domain from the current Domain holder's account into a Web By Numbers Ltd holding account, lock the domain and place a registrar hold on it. Web By Numbers Ltd shall not move the Domain from this status until it is satisfied that the dispute has been resolved between the parties concerned, with documentation provided to Web By Numbers Ltd by both parties proving the same. This documentation may include a court order, an email/letter/legal document from the current domain holder and the complainant both stipulating the transfer of the domain to the complainant.

6. Expired Domains

6.1. In the event that a domain name is not renewed by its expiry date it shall cease to operate and shall be deemed to be expired.

6.2. A registered Domain shall expire if Web By Numbers Ltd is unable to take payment from the Client, where the Client has set the Domain to expire or where the Client fails to request renewal of the Domain by the renewal date.

6.3. It is the Client's responsibility to ensure that the email address stored on its' Web By Numbers Ltd account is up to date and is able to receive renewal reminders from Web By Numbers Ltd.

6.4. Following the expiry date a domain may enter a grace and/or redemption period. Certain registries do not allow for grace and/or redemption periods.

6.5. Domains from registries which do not allow for a grace and/or redemption period may be unrecoverable by the Client or Web By Numbers Ltd following the expiry date and in such circumstances Web By Numbers Ltd's agreement with the Client for that Domain will terminate immediately and without liability to Web By Numbers Ltd. Further, Web By Numbers Ltd is under no duty to attempt to recover such Domain(s).

6.6. The Client acknowledges that three (3) calendar days after the date of expiration of a Domain, Web By Numbers Ltd may in its sole discretion carry out the following actions:

6.6.1. renew the Domain;

6.6.2. park the Domain on different name servers from those set by the Client including the Web By Numbers Ltd name servers; and/or

6.6.3. where the relevant registry does not allow for grace or redemption periods, clause 6.5 above shall apply.

6.7. Provided that the relevant registry for the Domain(s) allows a grace period, the Client acknowledges that it has up to 16 days following expiry of the Domain(s) ('the Grace Period') to contact Web By Numbers Ltd to retrieve and renew the Domain provided that the Client pays for said renewal in full and in cleared funds.

6.8. On receipt of the renewal fee by Web By Numbers Ltd within the Grace Period, the Client will retain ownership of the Domain(s) and as soon as reasonably practicable Web By Numbers Ltd shall restore the Domain(s) to the Client's control panel.

6.9. The Client acknowledges that following the end of the Grace Period Web By Numbers Ltd may at its sole discretion carry out the following actions:

6.9.1. auction the Domain;

6.9.2. change the contact details; and/or

6.9.3. transfer the Domain.

6.10. If Web By Numbers Ltd does not receive the renewal fee within the Grace Period then Web By Numbers Ltd's agreement with the Client for that Domain will terminate immediately and without liability to Web By Numbers Ltd.

6.11. Provided that the relevant registry of the Domain(s) allows for a redemption period, if Web By Numbers Ltd receives a request from the Client to renew the Domain after the end of the Grace Period ('the Redemption Period'), the Client agrees to pay the applicable redemption fee(s) plus the renewal fee(s) for the Domain(s). Both the length of the Redemption Period and the redemption fee varies depending on the registry involved and the applicable redemption fees can be located here.

6.12. Clients acknowledge and agree that Web By Numbers Ltd is not obliged to take any action to renew or recover a Domain in the Redemption Period and will only make such attempts once the Client has paid both the redemption and renewal fees to Web By Numbers Ltd.

6.13. Web By Numbers Ltd endeavours to renew Domain(s) on behalf of the Client. However, Web By Numbers Ltd make no guarantee that attempted renewals, including attempts to renew expired domains, will be successful and it is the Client's responsibility to check the WHOIS database, and any other source, to ensure the Domain name has been renewed.