



Terms and Conditions

You must read and accept our Terms and Conditions before proceeding. Use of the Macology internet service implies acceptance of the Terms and Conditions

- 1. Definitions:** "You" means the user and / or the user's representative, "We/us" means Macology internet or any parent company or affiliate company, and Macology internet's or any parent company or affiliate company's web site operated by us and through which you may access the Services. "Services" means the whole content eg. search facilities, directory services, personal web space, email, newsgroups and other services provided by us.
- 2. Choice Of Law:** These terms and conditions shall be governed by English law and you hereby irrevocably submit to the exclusive jurisdiction of the English courts.
- 3. Entire Agreement:** These Terms and Conditions constitute the entire agreement between the parties with respect to their subject matter and exclude any representations and warranties previously given or made other than any negligent or fraudulent misrepresentation.
- 4. Registration:** You agree to provide true, accurate, current and complete information which you are required to provide when you register as a User of Macology internet ("User Information"). You agree to notify us immediately of any changes to the User Information. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.
- 5. Your Obligations:** You are responsible for procuring the necessary equipment and the payment of telephone charges necessary to access the Services. You accept responsibility for any content you transfer through Macology internet or the Services (including, but not limited to, email, web pages, newsgroups or chat services). You agree not to use Macology internet or the Services for any illegal purpose and in accordance with all relevant laws. You agree not to use Macology internet or the Services to transmit or post any chain letters or any material for the purposes of publicity, promotion and / or advertising. You agree not to use Macology internet or the Services to distribute by any means computer viruses or worms to third parties. You agree not to use Macology internet or the Services to transmit or post any material which is defamatory, offensive, or of an obscene or menacing character, or in such a way as to cause annoyance, inconvenience or needless anxiety. All pornography and sex-related merchandising is prohibited on all our servers. This includes sites that may infer sexual content. or links to adult content elsewhere. Macology internet will be the sole arbiter in determining violations of the provision. Also prohibited are sites that promote any illegal activity or present content that may be damaging to our servers or any other server on the internet. Links to such materials are also prohibited. You agree not to use Macology internet or the Services such that the whole or part of Macology internet or the Services is interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of Macology internet or the Services is in any way impaired.

5. continued

You agree not to use Macology internet or the Services in any manner which constitutes a violation or infringement of any person, firm or company or the rights thereof (including, but not limited to, third party intellectual property rights or confidentiality); You agree not to use Macology internet or the Services to attempt any unauthorised access to any part or component of Macology internet or the Services or that of any third party to which you can connect via Macology internet (or other directly or otherwise connected network). You agree that in the event that you have any right, claim or action against any user arising out of the use of Macology internet or the Services, then you will pursue such right, claim or action independently of, or without recourse to us. You agree not to carry out or participate in or promote or facilitate the carrying out or participation in any of the following :i) sending unsolicited junk-mail or bulk email for commercial or non-commercial reasons (sometimes known as "spamming"); ii) sending chain letters or pyramid-selling schemes (sometimes known as "spamming"); iii) sending mail bombs (i.e. sending either many emails or very large emails to users with the express intention of annoying the recipient or to cause the systems of an Internet Service Provider to fail on receipt of such emails); You agree not to damage a system or block its access to the Internet. You agree not to forge or block headers and / or addresses or any other action the purpose of which is to hide your true identity or discredit a third party. You agree not to subscribe third parties to subscription based email lists unless you have express permission to do so. You agree not to post binaries (i.e. data such as images, sound clips, etc.) to newsgroups except those specifically created for binary postings. You agree not to submit to Macology internet any Requests in relation to a domain name or names which you know, or should (after reasonable inquiry) have known, infringes or might reasonably be considered to infringe the trade marks (whether registered or unregistered) or other rights of any third party. You agree in using the Services, not to use any domain name or other descriptor which is, or might reasonably be considered to be, in breach of any trademarks (whether registered or unregistered) or other rights of any third party.

6. Fees: The Fees shall be those amounts payable by you to Macology internet for the provision of the Services and the Additional Services at the prevailing rates published by Macology internet from time to time. You shall pay in English Pounds Sterling, the Fees together with the Local Administrative Costs incurred by the Seller in processing a Request or Requests. You acknowledge that the Local Administration Costs may differ from the amount or amounts (if any) previously indicated by the Macology internet as a result of changes in pricing by the relevant domain authority and/or of changes in the exchange rates, and agrees that Macology internet shall, in relation to each request, charge the Customer the Local Administration Costs as published by Macology internet from time to time or a sum in Pounds Sterling equal to the actual Local Administrative Costs charged to Macology internet, whichever is the higher. You recognise that the Local Administrative Costs represent only the initial costs for the registration of a domain name (usually for two years), and that continued use of domain name by you will expose the you to additional charges payable to Macology internet. Macology internet will pay the local domain name registry to register the domain name for another two years when it becomes due and you will be invoiced accordingly. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. The Customer shall pay the Fees, Local Administration Costs and any other charges referred to in Clause 6 above notwithstanding that the Request is unsuccessful or discontinued unless the lack of domain name registration is wholly attributable to negligence or wilful default on the part of Macology internet.

7. Domain name registration: There are no refunds for Domain name registration once the domain is registered by the registrar. Domain name registrations cannot be cancelled until the end of the registration term and one month's notice is required. Domain names must be ordered by email and it is your responsibility to ensure the spelling of the domain is correct, you will be charged for misspellings. The success or failure of domain registration depends on many factors outside the control of Macology internet, that Macology internet does not guarantee the success of any Request, and that the only obligation of Macology internet in relation to each Request shall be to use its reasonable endeavours to obtain registration of the domain names requested, Macology internet shall be entitled to refuse to process Requests submitted by you and also to refuse to continue processing with any requests previously accepted by Macology internet, where such processing may (in the opinion of Macology internet) expose Macology internet to the risk of legal or other proceedings. Macology internet does not guarantee that any domain names registered will be free and clear of Intellectual Property rights and/or claims by third parties (including, without limitation, rights and/or claims in relation to registered and unregistered trade marks). That any domain names registered by Macology internet on the behalf of you may subsequently be challenged and/or cancelled by persons other than Macology internet. Macology internet shall endeavour to meet any dates agreed for the obtaining of the names and domains requested by you, but such dates shall be an estimate only and Macology internet accepts no liability for failure to meet such date or dates.

8. Refunds: There are no refunds once a domain is registered/ hosted or parked.

9. Your Data: We will comply with the relevant Data Protection laws, so normally any personal details to be provided to us will not be disclosed to third parties without your consent. You should be aware that if we are requested by the police or regulatory or government authority in investigating illegal activities to provide information concerning your activities whilst using the network we shall do so. Macology internet will disclose your personal data if we are compelled to do so by law.

10. Back-Up of Content: You shall be responsible for keeping your own copies of all content published by you in connection with Macology internet or the Services. We will not be responsible for any file recovery or for files lost.

11. Macology internet make no warranty that Macology internet or the Services will meet your requirements or will be uninterrupted, timely, secure or error-free. We also reserve the right to add, delete, amend or alter the content of the "Services", "Home", "Help & Support" or any other pages without prior notice.

12. We exclude all liability of any kind for the information or any other material published or otherwise made available by you or any other person on any web site you establish using the Services.

13. You agree that we shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising from or in any way connected with this contract, including, without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage).

14. Disclaimer: Macology internet and the Services are provided on an "as is" and "as available" basis and we make no warranties or representations, whether express or implied, in relation to Macology internet or the Services, including but not limited to, implied warranties or conditions of completeness, accuracy, satisfactory quality and fitness for a particular purpose.

15. Limitation of Liability: You acknowledge that we have no control over the information which can be accessed by using Macology internet and the Services and that we do not examine the use to which you or other users put the Services or the nature of the information you or they are sending or uploading. We therefore exclude all liability of any kind for the transmission or reception or such information of whatever nature.

16. No warranty is given by us as to results that may be obtained or the accuracy of any information obtained through Macology internet or the Services.

17. Intellectual Property and Right to Use. You acknowledge that all copyright, trademarks and all other intellectual property rights in any material supplied as part of the Services shall remain vested in us or our licensors. You acknowledge that you are permitted to use this material only as expressly authorised by us or our licensors and may not copy, reproduce, transmit, distribute or create derivative works of such material without express authorisation. The material and content contained with Macology internet and the Services is for your personal use only and you agree not to (and agree not to assist or facilitate any third party to) distribute or commercially exploit such material and content. If you become aware of any such distribution or commercial exploitation, you will let us know immediately.

18. Our Rights: We reserve the right to deny access to all or any part of Macology internet or the Services if the telephone calling line identification is blocked from the telephone line with which you use to access Macology internet. We reserve the right to close access to any features of the service if your usage of that feature is deemed excessive (ie leaving large volumes of email on the central servers) and against the interests of other users of Macology internet or the Services. We reserve the right to modify or discontinue, temporarily or permanently, Macology internet or the Services with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or discontinuance of Macology internet or the Services. We reserve the right to change the Terms and Conditions at any time with out prior notice to you. We reserve the right to terminate your account immediately without notice if you break any of the Terms Conditions herewith. We reserve the right to refuse, without explanation, our services to any party.

19. Your Dealings With Advertisers and similar: Your correspondence with, or participation in promotions of, advertisers or merchants found on Macology internet, including payment for and delivery of related goods, services and any other terms, conditions, warranties or representations, associated with such dealings, are solely between you and such advertiser or merchant. You agree not to hold us liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or merchants on Macology internet.

20. Security: You will be given a username and password during the registration process. You are responsible for maintaining the confidentiality of the username and password and are fully responsible for all activities which occur under them. Other users of your username and password shall be bound by these terms and conditions as if they were you. You agree to immediately notify us of any unauthorised use of your username or password or any other breach of security of which you become aware.

21. Links: We may provide - or you may include in email - links to other web sites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused, by or in connection with use of or reliance on any such content, goods or services available on such external sites or resources.
22. Macology internet make no warranty regarding any goods or services purchased or obtained through Macology internet or any transactions entered into through Macology internet.
23. Indemnity: You agree to indemnify Macology internet, or any parent company or affiliate company, and our and their officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of Macology internet or the Services.
24. Notices: Any notice which we are required to give to you regarding Macology internet or the Services shall be made via either email or regular mail, to the address provided by you on the registration form.
25. Severability: Each provision of these terms and conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or un-enforceable in any circumstances and shall remain in force notwithstanding the termination of these terms and conditions howsoever occasioned.
26. No Waiver: No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.
27. Termination: i) You agree that we may terminate your account (including your username and password) and delete your email addresses, emails, web space and other data stored on Macology internet or the Services should we believe that you have breached these terms and conditions or acted inconsistently with the spirit of these terms and conditions; ii) You agree that we may terminate your clients' accounts should your end-user fail to comply with these terms and conditions, then that end-users account will be deleted. You acknowledge that we do not; have to give you prior notice of any such termination.

Warning - by continuing with this sign up procedure, you acknowledge that you understand the Terms & Conditions and agree to be bound by the said Terms & Conditions.

