Domain Registration, Renewal and Refund Agreement

This Domains Registration, Renewal and Refund Agreement shall govern the terms and conditions in which You register or renew domain names through Concept Coders Limited.

You agree to these Terms & Conditions for Domain Registration, Renewal and Refund Agreement when purchasing any domain registration or renewal services. The terms are supplementary to Concept Coders General Terms and Conditions, Privacy Policy & Acceptable Use Policy. You will be bound to all of these when dealing with Concept Coders Ltd.

Should there be any conflict within the General Terms and Conditions, the terms of the Domain Registration, Renewal and Refund Agreement shall prevail.

These terms may be amended by us 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.

When registering a domain name with us you agree also to Nominet's domain name registration Terms and Conditions: https://www.nominet.uk/domain-registration-tandc or https://www.nominet.uk/go/terms

- 1. Customer Warranties
- 1.1 You undertake and warrant to Concept Coders Ltd. 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:
- 1.1.1 will not infringe any third party rights; and
- 1.1.2 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
- 1.1.3 will at no time whatsoever be used for any unlawful purpose.
- 2 Registration
- 2.1 You acknowledge that, whilst Concept Coders Ltd. will use 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.
- 2.2 Concept Coders Ltd. 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.
- 2.3 You acknowledge that Concept Coders Ltd. 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.

- 2.4 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.
- 2.5 Upon successful registration, Concept Coders Ltd. 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 Concept Coders Ltd with an up to date and valid email address.
- 3 Renewals
- 3.1 Concept Coders Ltd. will endeavour to automatically renew domain names when they are due for renewal subject to the following:
- 3.1.1 You have up to date and active Direct Debit payment details stored
- 3.1.2 You did not request to cancel the domain
- 3.2 All domains will automatically renew for the same period that they were originally registered for by default.
- 3.3 You acknowledge that Concept Coders Ltd shall take payment for renewals on 20th (or the first business day after that date) of the month preceding the month of renewal date, in order to avoid any possible delays and ensure payment is delivered before renewal expires.
- 3.4 You acknowledge that Concept Coders Ltd have the discretion to vary the renewal rates from time to time without prior direct notice to You.
- 3.5 Concept Coders Ltd 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.
- 3.6 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" as per our Expired Domains Terms and Conditions.
- 3.7 Concept Coders Ltd will issue a renewal invoice for Your domain name no more than 30 days prior to its expiry.
- 4 Cancellations
- 4.1 If You wish to cancel future renewals of domain names, You must notify Concept Coders Ltd. After receipt of renewal invoice and at least 5 working days before the payment date.
- 5 Refunds
- 5.1 You acknowledge that invoiced domain registrations and/or renewals are non-refundable in whole or in part if the contract is terminated by You.

- 5.2 You acknowledge that Concept Coders Ltd is unable to change or edit the spelling of a domain name after you have registered it and is not liable to refund any errors or omissions on Your part. For clarity, You are responsible for the correct input of the domain you request.
- 6 Ownership and Transfers
- 6.1 The transfer service offered by Concept Coders Ltd is supplied on the basis that You will be responsible for changing the tag of the domain to Concept Coders Ltd and to ensure that the transfer completes to Your specifications.
- 6.2 Concept Coders Ltd will only allow a domain name owned or managed by You to be attached to the IPS tag of Concept Coders Ltd. if You have an active hosting account with Concept Coders Ltd.
- 6.3 Concept Coders Ltd 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.
- 6.4 In the event that ownership is disputed You acknowledge and agree to resolve all disputes prior to contacting Concept Coders Ltd to organise a transfer.
- 6.5 If you wish to transfer ownership of a Requested or Registered Domain then You must do the following:
- 6.5.1 ensure that all necessary consents and permissions to that transfer have been obtained
- 6.5.2 deliver to Concept Coders Ltd, on demand, documentary evidence of all such relevant consents and permissions.
- 6.6 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 Concept Coders Ltd's request.
- 6.7 Concept Coders Ltd 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 Concept Coders Ltd.

7 Miscellaneous

- 7.1 You agree and acknowledge that Concept Coders Ltd 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.
- 7.2 You further acknowledge that Concept Coders Ltd 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. For further WHOIS Privacy terms please see our separate WHOIS Terms and Conditions.

7.4 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 Concept Coders Ltd.