

Custom Networks Domain Name Terms and Conditions

The following terms and conditions apply to the **domain registration** service:

Governing Bodies.

Custom Networks has been granted the right to provide Internet domain registration services for second-level domain names within the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains. All other second-level domain names are registered via selected third-party registrars.

ICANN (<http://www.icann.org>) oversees the .com, .org, .mobi and .net top-level domains.

Nominet (<http://www.nominet.org.uk>) oversees the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains.

EURID (<http://www.eurid.eu>) oversees the .eu top-level domain.

Upon Custom Networks receipt of domain name registration information from you, Custom Networks shall submit the information to the registry administrator for the appropriate top-level domain for approval and processing. The registry administrator then puts into effect the domain name registration. Easynic. currently acts as the registry administrator for the .com, .mobi, .org, and .net top-level domains. Nominet UK acts as the registry administrator for the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains. EURID acts as the registry administrator for the .eu top-level domain.

Selection of a Domain Name.

You represent that, to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

By registering or renewing a .uk top-level domain and agreeing to these terms & conditions, you agree that you have read and agree to the terms & conditions of Nominet, If you are registering the domain for a third party, you agree that they have read and agree to the Nominet T&Cs as well.

Fees.

As consideration for Custom Networks providing domain name registration services to you, you agree to pay Custom Networks, prior to the approval of the desired domain name registration, the amounts set forth in the Custom Networks Price Schedule, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.

Your application will not be registered until Custom Networks receives actual payment of the registration fee. If Custom Networks does register a domain name prior to payment of the registration fee, Custom Networks reserves the right to cancel that registration or restrict use of the domain name until payment has been received.

All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.

Payment must be made by the methods we indicate in registration application or renewal form. We will renew your name for you provided your billing information is available and up to date. If your billing information is not accurate and you wish to renew your domain name registration, we will contact you to update this information and charge accordingly.

Term.

This Agreement shall remain in full force during the length of the term of your domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should you choose to renew or otherwise lengthen the term of your domain name registration, then the term of this Registration Agreement shall be extended accordingly. Should the domain name be transferred to another Registrar, the terms and conditions of this contract shall cease.

All domains are renewed on an annual basis, we will send out reminder emails at least thirty (30) days before expiry. We will send the emails to the email address of the account. It is the registrant's responsibility to make sure their contact details are up to date. Custom Networks takes no responsibility if your domain renewal fails due to your contact details being incorrect.

It is your responsibility to check that your renewal has been successful within one month of the renewal date. For .uk domains you can do this using Nominet's Whois search, and for all other domains we recommend using the <http://www.whois.org/> website domain lookup facility.

Dispute Policy

You agree to be bound by the Custom Networks Domain Name Dispute Policy (the "Dispute Policy"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference. The Dispute Policy can be found at the end of this document.

The Dispute Policy governs any dispute between you and any party other than us over the registration and use of the domain name. The specific disputes which are subject to the Dispute Policy are contained in the Dispute Policy. You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time the domain name registration is disputed by a third party.

You also agree that in the event a domain name dispute arises with any third party, you shall indemnify and hold Custom Networks harmless pursuant to the terms and conditions contained in the Dispute Policy.

Changes to Registration Agreement and Dispute Policy.

You acknowledge and recognize that the domain name system and the practice of registering and administering domain names are continuously evolving, and acknowledge and agree that Custom Networks may modify this Agreement and the Dispute Policy as necessary from time to time to comply with any agreements by which Custom Networks is or will be bound, and to adjust to changing business circumstances.

Your continued use of the registered domain name constitutes acceptance of this Agreement and amendments. If at any time, you do not agree to such changes, you agree that your sole remedy is to request that your domain name registration be cancelled or transferred to a different domain name registrar.

Contact with Custom Networks.

You acknowledge and recognize that all contact with Custom Networks in the first instance should be made via our main telephone number +44 1306 734120 or email sent to info@custom-networks.co.uk

We will endeavour to respond to any genuine customer requests within five (5) business days.

Domain Name Registration Information and its use.

Information you are required to Submit.

As part of the registration process, you are required to submit to Custom Networks and keep updated the following information in connection with your application for domain name registration:

- (a) the domain name to be registered;
- (b) the domain name holder's name and mailing address;
- (c) the name, mailing address, email address, telephone number, and fax number of the administrative contact for the domain name; and
- (d) the name, mailing address, email address, telephone number and fax number of the billing contact for the domain name.

You shall provide and maintain updated information at all times with Custom Networks. Custom Networks at its discretion may refuse to renew any registrations unless you maintain current and updated information at all times.

Custom Networks may from time to time request additional information from you. While not obligated to provide the additional information, you should provide the additional requested information to ensure that you will obtain all the products and services which Custom Networks makes available to domain name registrants.

Additional Information Maintained about your Registration.

In Addition to the information you provide, we maintain additional information relating to your domain name registration, including:

- (a) communications constituting registration orders, modifications, or terminations and related correspondence;
- (b) records of account for your domain name registration, including dates and amounts of all payments and refunds;
- (c) the IP names and address of the primary name servers and any secondary name servers;
- (d) the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;
- (e) the name, mailing address, email address, telephone number, and fax number of the domain registrant for the domain name;
- (f) the expiration date of the registration;
- (g) other information regarding all other activity regarding your domain name registration and related services.

Obligations Relating to Data Provided by You.

If in registering a domain name you provide information about a third party, you hereby represent that you have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in this Agreement.

Disclosure and Use of Registration Information.

You agree to authorize Custom Networks to provide any information to ICANN, the registry administrators and to other third parties as ICANN and applicable laws may require or permit.

In addition, you acknowledge that ICANN may establish guidelines, limits and requirements that relate to the amount and type of information that Custom Networks may or must make available to the public or to private entities, and the manner in which such information is made available.

We will not process any data about any identification natural person that we obtain from you in a way incompatible with the purpose and limitations described in this Agreement. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

Ownership of Data.

You agree and acknowledge that Custom Networks owns the following:

- (a) all database, compilation, collective and similar right, title and interests worldwide in the domain name database;
- (b) all information and derivative works generated from the domain name database; and
- (c) information for the registrations for which Custom Networks acts as the registrar including:
 - (i) the original creation date of the registration;
 - (ii) the expiration date of the registration;
 - (iii) the name, mailing address, email address, telephone number, and fax number of the technical contact, administrative contact, zone contact, and billing contact for the domain name;
 - (iv) remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and
 - (v) other information generated or obtained in connection with the provision of domain name registration and management services, other than the domain name being registered, and the IP names and addresses of the primary nameservers and any secondary nameservers.

Custom Networks does not have any ownership interest in your specific personal registration information outside of your right in our domain name database.

Transfer of Ownership.

The person named as administrative contact shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the Transferee") you shall require the Transferee to agree in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by us in our sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

Agents and Licenses.

You agree that in the event you register a domain name for another entity, you represent that you have the authority to bind that entity as a principal to all terms and conditions contained in this Agreement.

You acknowledge and agree that if you license the use of your registered domain name to a third party, you remain the domain name holder of record and remain responsible for all obligations under this Agreement, including payment obligations, and providing and updating your full contact information, and accurate technical, administrative, billing, and zone contact information adequate to facilitate timely Resolution of any problems that arise in connection with domain name and domain registration.

In any circumstance where you are registering a domain for a third party, you agree that you must (in advance):

- (a) Make your customers aware of the charges associated with domain name registration, renewal and maintenance.
- (b) Give details of the domain name related services you provide, which are relevant to this customer, information on how to invoke the service, any charges payable and how long you take to carry out the service.
- (c) Make your customers aware of changes to your charges.
- (d) Detail the method, availability and cost of customer service provided.
- (e) Act quickly after getting a request from your registrant to take some action for them.
- (f) Update their details soon after you know that the current ones are out of date or wrong.

Registrant Data.

You must not knowingly provide poor quality Registrant data. If you find out that a Registrant has provided poor quality data you should attempt to correct the data.

Consumers are currently allowed to opt-out of providing their postal address on the WHOIS. You should take reasonable steps to ensure the opt-out is used correctly.

You agree that if you register a domain on behalf of a third party, Custom Networks can pass on the contact details of that third party to the Registry Administrator if required to do so by the Registry.

Limitation of Liability.

You agree that Custom Networks shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with this Agreement, even if Custom Networks has been advised of the possibility of such damages, and in particular Custom Networks will not be liable for the following:

- (a) suspension or loss of your domain registration;
- (b) use of your domain name registration;
- (c) interruption of your business;
- (d) access delays or interruptions to any web sites accessed by your registered domain name;
- (e) non-delivery, mis-delivery, corruption, destruction, or modification of data;
- (f) events beyond the reasonable control of Custom Networks;
- (g) processing of an application for domain name registration;
- (h) application of the Dispute Policy.

Custom Networks shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to your application, receipt of, or failure to receive a domain name registration.

Indemnification of Custom Networks.

You agree to defend, indemnify and hold harmless Custom Networks and the registry administrator, including our and its employees, directors, officers, representatives, agents and affiliates, from and against any claim, action, suit, demand, loss, damages, costs (including reasonable legal fees, expert witness fees and expenses), or other proceeding related to or arising out of the registration or use of the domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

Representations and Warranties.

You represent and warrant that:

- (a) all information provided in connection with your domain name registration is accurate;
- (b) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.

You acknowledge and agree that all domain name registration services provided to you by Custom Networks are provided on an "as is" basis. Custom Networks makes no representations or warranties of any kind, express or implied, in connection with this Agreement or its domain name registrations services, including but not limited to warranties of merchantability or fitness for a particular purpose. Custom Networks makes no representation or warranties of any kind that registrations or use of domain name under this Agreement will immunize you from challenges to the domain name registration or from suspension, cancellation, or transfer of the domain name to you.

Breach and Revocation.

Custom Networks reserves the right to suspend, cancel, transfer or modify your domain name registration in the event that:

- (a) you materially breach this Agreement;
- (b) you use your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;
- (c) you use your domain name in connection with unlawful activity;
- (d) grounds arise for such suspension, cancellation, transfer or other modification as provided in this Agreement; or
- (e) you use your domain name in connection with material that is slanderous to Custom Networks or other associated companies.

You further acknowledge and agree that your domain name registration is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including Custom Networks) or registry administrator procedures approved by an ICANN-adopted policy, or by any other country code top-level domain registry administering procedures to correct mistakes by Custom Networks, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

You also agree that Custom Networks shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as Custom Networks receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

You acknowledge and agree that:

- (a) providing inaccurate information;
- (b) failing to update information promptly; or
- (c) failing to respond to Custom Networks inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request; shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

Other Terms and Conditions.

Force Majeure. Custom Networks shall not be responsible for any failure to provide any service or perform any obligation because of any act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

Survival. The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable notwithstanding termination of the Agreement for any reason. However, neither party shall be liable to other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each party shall be liable for any damage from any breach by it of this Agreement.

Notice. You agree that any notice or communications required or permitted to be delivered under this Agreement by Custom Networks to you shall be deemed to have been given if delivered by email, overnight mail or Royal Mail in accordance with the contact information you have provided.

Governing Law. Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all contemplated by this Agreement shall be governed by the laws of the United Kingdom.

Legal Fees. If any legal action or proceeding, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is brought by any party to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, expert witness fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

Assignment. You shall not assign, sub-license or transfer your rights or obligations under this Agreement to any third party without the prior written consent of Custom Networks. However, in the event that Custom Networks consents to such an assignment, sub-license or transfer, then this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

General.

Entire Agreement. This Agreement constitutes the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to herein. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

Amendment in Writing. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of Custom Networks.

Further Assurances. The parties shall execute such further and other documents and instruments and take such further and other actions as may be necessary to carry out and give full effect to the transactions contemplated by this Agreement.

Relationship of the Parties. Nothing in this Agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.

Joint and Several Obligations. If any party consists of more than one entity, their obligations here under are joint and several.

No Third Party Beneficiaries. This Agreement does not provide and shall not be constructed to provide any third parties, with any remedy, claim, cause of action or privilege.

Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Custom Networks will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Custom Networks as reflected in the original provision.

No Guarantee. You acknowledge that registration or reservation of your chosen domain name, does not confer immunity from objection to either the registration, reservation, or use of the domain name.

Specific TLD Registration Agreement Terms and Conditions.

<http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms> for .UK domain names

Please note: by signing up for any of our services you agree to be bound by all Custom Networks terms and conditions.

Domain Name Dispute Policy

Dispute Policy for domains ending in .com, .net, .mobi or .org

Approved by ICANN

1. Purpose.

This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <http://www.icann.org/udrp/udrp-rules-24oct99.htm> and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations.

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that:

- (a) the statements that you made in your Registration Agreement are complete and accurate;
- (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;
- (c) you are not registering the domain name for an unlawful purpose;
- (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

3. Cancellations, Transfers, and Changes.

We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- (a) subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- (b) our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- (c) our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See Paragraph 4(i) and (k) below.) We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative dispute-resolution service providers listed at <http://www.icann.org/udrp/approved-providers.htm> (each, a "Provider").

(a) Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that (i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and (ii) you have no rights or legitimate interests in respect of the domain name; and (iii) your domain name has been registered and is being used in bad faith. In the administrative proceeding, the complainant must prove that each of these three elements are present.

(b) Evidence of Registration and Use in Bad Faith. For the purposes of Paragraph 4(a)(iii), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith: (i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or (ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or (iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or (iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other online location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

(c) How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint. When you receive a complaint, you should refer to Paragraph 5 of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of Paragraph 4(a)(ii): (i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or (ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or (iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

(d) Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(f).

(e) Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

(f) Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

(g) Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

(h) Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

(i) Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

(j) Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

(k) Availability of Court Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation.

All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes.

We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo.

We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

(a) Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

(b) Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications.

We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy here at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

Dispute Policy for domains ending in .uk and .eu

Disputes involving UK domain names are handled at <http://www.nic.uk/disputes>

Disputes involving .eu domains are handled by <http://www.eurid.eu/en/eu-domain-names/disputes>

Reporting abuse and complaints

If you wish to raise a complaint about abuse you have received (for example phishing scams, spam emails etc), please contact us at abuse@custom-networks.co.uk with as much detail about the abuse as you can provide.

We will investigate your complaint as soon as possible and endeavour to respond within five (5) business days.

Complaints Procedure

We aim to give outstanding service and value for money, however we recognise that from time to time issues can arise that need to be escalated. We are committed to resolving any such issues as quickly and efficiently as possible. The following section gives information on how to contact us, and what to do if you have a complaint.

Step one: Contact us.

If you are unhappy with any of our services, or you feel that you have not received a satisfactory response from our Support team, you may send your complaint in writing to:

The Managing Director
Custom Networks Limited
Greencroft
Three Pears Road
Guildford
Surrey
GU1 2XU

Alternatively Custom Networks customers may email us at support@custom-networks.co.uk

You should expect to receive a response to your query within five (5) business days of us receiving your correspondence.

Step two: What we will do.

On receipt of your complaint, we will investigate any issues raised and propose a course of action for resolution.

Escalation

If you are unhappy with the solution offered, please contact Custom Networks directly on our main office telephone number +44 1306 734120 and ask to speak to the Managing Director. If he is unavailable, leave a message and he will endeavour to return your call within two (2) business days.