

# Terms and Conditions

04 April 2014

## COMPETITIONS

1. Entrants must be at least 18 years of age and proof of age will be required before the prize is dispatched.
2. All qualifying entrants who answer the question correctly will be placed in a free prize draw.
3. Winners will be notified within 28 days of the draw taking place.
4. There is no cash alternative to the prize.
5. This competition is run by TwentytwentyMedia Ltd
6. The competition is not open to anyone associated with TwentytwentyMedia Ltd or any associated companies.
7. The judges' decision is final and no correspondence will be entered into.
8. A list of winners' names is available on written request from TwentytwentyMedia Ltd, Spectrum House, Bromells Road, London SW4 0BN
9. No responsibility can be accepted for entries which are not properly received due to communications beyond our control.
10. Open to UK residents only.

## GENERAL

### IMPORTANT NOTICE

Your statutory rights are not affected

All Users of services provided by TwentytwentyMedia Limited, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

NOTE: Pornography and sex-related merchandising is subject to UK law and decency rules. We reserve the right to suspend sites, without notice, pending investigation. Common sense applies.....!

NOTE: Spamming, or the sending of unsolicited bulk email, to or from an TwentytwentyMedia Limited server or using an email address that is maintained on a TwentytwentyMedia Limited machine is STRICTLY PROHIBITED.

This Agreement is made between TwentytwentyMedia Limited "us" – of Spectrum House, Bromells Road, London SW4 0BN. and "you" the reader of this page and the subscriber to our services.

The following constitute the Terms and Conditions under which TwentytwentyMedia Limited trades and supplies its services and related products. These conditions, in conjunction with the details as shown on the TwentytwentyMedia Limited Order Form (where completed)

represent the totality of the agreement and form the Contract between TwentytwentyMedia Limited and the User.

Any agreed variation or alteration to part of these Terms and Conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require to be the subject of a new order.

TwentytwentyMedia Limited is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

This agreement need not be Signed. Purchase of any TwentytwentyMedia service is interpreted and deemed as your acceptance of our terms and conditions herein.

## 1. DEFINITIONS

In this Contract unless the context otherwise requires:

“Services” means domain name registration, web site hosting, bandwidth provision, email and any other service or facility provided by us to you;

“Server” means the computer server equipment operated by us or provided by you in connection with the provision of the Services;

“Web Site” means the area on the Server allocated by us to you for use by you as a site on the Internet;

“TwentytwentyMedia” means TwentytwentyMedia Limited, incorporated in England, company number 3730401, with the registered office at 44 Wellington Street, London WC2E 7BD.

“Contract” means the Contract between TwentytwentyMedia and the User incorporating these conditions, the TwentytwentyMedia Order Form (where completed) and TwentytwentyMedia’s published charges for the provision of its services;

“Charges” means the charges as agreed on the Order Form (where completed) and TwentytwentyMedia’s latest published prices for products and services requested or incurred during the Contract period;

“Bandwidth” means the allocated transmission capacity, measured in bits per second, of the network connection as specified in the Contract;

“Site” means the premises or location at which Service is or is to be provided under this Contract;

“Equipment” means equipment which is supplied by or on behalf of TwentytwentyMedia to the customer or placed at or on a Site for the purpose of providing Service;

“Internet” means the global data network comprising Internet connected networks using TCP/IP (Transmission Control Protocol/Internet Protocol)

“Internet Standards” means the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250 and any future such protocols and standards as appropriate;

“User” means you the customer or any person who makes use of the services though you or on your behalf;

“minimum Contract term” means the minimum period of service as specified in clause 6;

## 2. DOMAIN NAME REGISTRATION

TwentytwentyMedia will request the appropriate Registry to register the Domain Name.

The Customer appoints TwentytwentyMedia and authorises TwentytwentyMedia to act as the Customer’s agent for the purposes of registering the Domain Name on behalf of the Customer.

The Customer authorises TwentytwentyMedia on behalf of the Customer: to enter into a contract between the Customer and the Registry incorporating the Registry’s applicable standard terms and conditions from time to time for the registration of the Domain Name; for the minimum registration period specified by the Registry to maintain the registration of the Domain Name on behalf of the Customer by notifying the Registry of any change to the Registered Details, by renewing the registration of the Domain Name, and by settling fees charged by the Registry in connection with the registration, maintenance or renewal of that registration; to make any declaration on behalf of the Customer required by the Registry in connection with the registration or renewal of the registration of the Domain Name; to disclose to the Registry and its agents, all written and unwritten communications to or from the Customer.

If the Customer wishes to change the Registered Details, the Customer will notify TwentytwentyMedia immediately and, if properly authorized, TwentytwentyMedia will contact the Registry accordingly.

2.1 We make no representation that the domain name you wish to register or renew is capable of being registered or renewed by or for you. You should therefore not assume registration or renewal of your requested domain name(s) until you have been notified that it has or they have been registered or renewed. Any action taken by you before such notification is at your risk; (this clause is present just in case a customer informs us that they wish to register or renew a name and someone else registers or renews it a short period beforehand.);

2.2 The registration or renewal and use of your domainname is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register or renew a domain name or cancellation of the domain name by the relevant naming authority. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register or renew your desired name;

2.3 We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such

dispute. If any such dispute arises, we shall be entitled at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute;

2.4 We give no warranty that your domain name is or will continue to be available for your use or that no domain name is or will be registered which conflicts with your domain name or which otherwise affects your use of your domain name;

2.5 We shall not release any domain to another provider unless full payment for that domain and any other domain registered by the same client has been received by us. You shall not sell any domain for which payment has not been received by TwentytwentyMedia or the Registrar;

2.6 The registration may be renewed provided that you pay the appropriate renewal fee on or before the relevant renewal date. It is your responsibility to ensure that you apply to renew the domain name registration before the renewal date and provide accurate and up to date contact details.

TwentytwentyMedia will not be liable if you fail to renew any registration on time.

TwentytwentyMedia will send a renewal notice within 30 days prior to expiry.

There is no guarantee that a domain name registration or renewal applied for has been entered into the relevant Registries database until you receive confirmation from the relevant registrar/registry of the registration or renewal;

2.7 TwentytwentyMedia may, at its option, instruct the Registrar to invoice the Customer direct for any fees due to the Registrar;

### 3. WEB SITE HOSTING and EMAIL

3.1. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server;

3.2. You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server;

3.3 You represent, undertake and warrant to us that you will use the Web Site allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that;

3.3.1 you will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so;

3.3.2 you will not post, link to or transmit:

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;

(b) any material containing a virus or other hostile computer program;

(c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction;

3.3 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information;

3.4 You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers;

3.5 You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and a secure manner;

3.6 In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years;

3.7 Any access to other networks connected to TwentytwentyMedia must comply with the rules appropriate for those other networks. This specifically, but not exclusively, includes Level3, NewNet, ClaraNet and ArbiNet;

3.8 While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email;

3.9 The maximum amount of data transfer allowed (without incurring an excess charge) will be 3GB per calendar month per web hosting account leased or as specified in your account setup letter. The maximum bandwidth shall not exceed 64kbps at any time without prior written approval of TwentytwentyMedia Limited. Excess data transfer is payable at £7.99 per gigabyte "GB" per month.

3.91 In the case where an upgrade to services or space is applied for, we do not warrant that we will be able to upgrade all customers or to be able to add additional services.

We also reserve the right to deny upgrades and to remove services without notice.

3.92 In rare cases, TwentytwentyMedia Limited may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. Resources are defined as bandwidth, memory and/or processor utilization. In such instances, TwentytwentyMedia Limited reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby TwentytwentyMedia Limited continues hosting the website for an additional fee.

#### 4. RESELLING

4.1 If you are or become a reseller of our Services you will continue to be bound by these terms and conditions; you will be responsible for ensuring that your customers are bound by terms and conditions that adequately reflect and give effect to these;

4.2 You shall not incur or purport to incur on our behalf any liability nor in any way pledge or purport to pledge our credit or to make any Contract binding on us;

4.3 You may resell the TwentytwentyMedia Service provided that you have paid our Charges and that you do so based on your own technical and legal responsibility and never sell bandwidth or speed of Service greater than that you have contracted to purchase from TwentytwentyMedia. Furthermore the you must not purport or claim that the resale is a resale of the TwentytwentyMedia Service. You must at all times clarify that you are selling connections or bandwidth from your own network. You will hold TwentytwentyMedia indemnified against any claims from a party to whom you have resold and will ensure that your own terms and conditions in any resale Contract include and comply with the provisions of this agreement. If TwentytwentyMedia agrees any change in Service this Contract is to be treated as varied accordingly;

4.4 No default by your customers shall in any way affect, modify or limit your obligations under this Agreement;

#### 5. TwentytwentyMedia SERVICE

5.1 Connection to the TwentytwentyMedia Service is via a fixed telecommunications link or dial up connection. This Contract, unless specifically stated on the order form, does not include the provision of telecommunications services necessary for connection to the TwentytwentyMedia Service;

5.2 Requests relating to the provision of Service are, unless otherwise agreed, to be made or confirmed in writing or by electronic mail;

5.3 TwentytwentyMedia will use all reasonable endeavours to adhere to any dates proposed by either TwentytwentyMedia or you for the provision of Service, however any such date is to be treated as an estimate only and TwentytwentyMedia accepts no liability for failure to meet such dates;

5.4 TwentytwentyMedia will use all reasonable endeavours to provide a reliable Service, however it is not practicable to provide such a Service free of faults and TwentytwentyMedia does not undertake to do so. In the event of a fault in Service, you must report the fault by telephone telefax or electronic mail to TwentytwentyMedia's Technical Support at the appropriate numbers or addresses or other such numbers or addresses that TwentytwentyMedia may from time to time provide. Upon receipt of the fault report, TwentytwentyMedia will take all proper steps without undue delay to correct the fault. TwentytwentyMedia shall not, in any event, be liable for interruptions of Service or down-time of a Server;

5.5 TwentytwentyMedia may:

– temporarily suspend for the purpose of repair, maintenance or improvement, part or all of TwentytwentyMedia’s service, generally without notice.

– give or update instructions regarding the use of the Service which in TwentytwentyMedia’s reasonable opinion is necessary in the interests of safety, or to maintain or improve the quality of Service to TwentytwentyMedia’s customers and any such instructions shall whilst they are in force, be deemed to form part of this Contract,

– vary the technical specification of Service for operational reasons, TwentytwentyMedia undertakes to use reasonable endeavours to restore Service as soon as practicable after any such suspension;

## 6. COMMENCEMENT and MINIMUM PERIOD OF SERVICE

The Service shall be for a minimum period as specified on the Order Form (where completed). The Service, unless otherwise agreed on the Order Form (where completed), shall be provided for a minimum period of twelve months (two years for domain name registration services). The minimum period shall commence upon connection. Connection shall be deemed to be effected when the link is first live to the your Site or other such point as requested by you, to the TwentytwentyMedia network;

In the case where an upgrade service is ordered, this shall run until the expiry of any related domain name or other service.

## 7. BANDWIDTH UTILISATION

If the bandwidth or speed of Service used by you exceeds 80% over a one week minimum period in regular samples an excess charge will be payable by you at current published prices unless you instruct TwentytwentyMedia to upgrade the bandwidth to the next level as shown on the current price list.

## 8. CONTENT and MISUSE

8.1 You will use all reasonable endeavours to ensure that the TwentytwentyMedia Service is used or includes content that conforms to the laws of the this country and will not knowingly permit any illegal use or such use that will bring TwentytwentyMedia into disrepute;

8.2 You must not, nor must any other person, use the Service: to send or receive any material which is offensive, abusive, indecent, obscene or menacing; or in breach of confidence, copyright, privacy or any other rights; to cause annoyance, inconvenience or needless anxiety; or in breach of any provisions as contained within clauses 3 and 4 of this Contract; or other than in conformance with the acceptable use policies of any connected networks and the Internet standards;

8.3 TwentytwentyMedia may discontinue Service if after due warning the User continues to permit such illegal or disreputable use. If TwentytwentyMedia suspends service for contravention of the above conditions of this clause, TwentytwentyMedia can refuse to restore Service until it receives an acceptable assurance from the User that there will be no further contravention;

## 9. CHARGES and PAYMENT

9.1 All payments must be in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a “returned cheque” charge of £25;

9.2 All Charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site or on the Order Form (where completed) and shall be due and payable in advance of our service provision. Charges are exclusive of ‘Value Added Tax’ which shall, if applicable, be paid additionally by you at the rate prescribed by law on submission by us of a proper VAT invoice;

9.3 You acknowledge that our Services are provided using facilities provided to us by third parties; TwentytwentyMedia shall have the right, subject to 14 days prior written notice to you, to increase our Charges at any time during the minimum Contract term or the continuation of the Contract, whether to reflect increased costs to us from such third parties or otherwise. However, if such increase exceeds 10% of the Charge in question prior to such notice you shall be entitled to terminate this Contract by written notice to us given by you within 7 days after service of our notice of increase to you. If you do so terminate, you will remain liable for all Charges (at the previous rate) up to the date this Contract ends;

9.4 All charges unless otherwise agreed are payable in advance. Unless otherwise specified and agreed, set-up and installation charges are payable on order.

TwentytwentyMedia agrees to be party to this Contract upon TwentytwentyMedia’s acceptance of cleared funds covering first invoice or the first payment under the Order Form (where completed). Recurring charges are payable on connection as defined in clause 5.1 of this agreement and thereafter on or before the same day (the due date) of all subsequent months under the minimum Contract term. If payment is not received on or before the due date TwentytwentyMedia reserves the right to immediately withdraw, suspend or limit service and will charge the User a failure fee of 3% of the amount overdue per month;

9.5 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you. If such a suspension is imposed, you will be liable for a “reconnection” charge of £25+VAT;

## 10. DEFAULT

10.1 If you do not pay the charges in accordance with the provisions of clause 9 of this Contract, or break this Contract in any other way; or are subject to bankruptcy or insolvency proceedings;

TwentytwentyMedia can (without prejudicing, losing or reducing any other right or remedy) suspend service, including partially, temporarily without notice, albeit the User Terms and Conditions remains liable to pay rental during the suspension, or terminate this Contract by immediate notice, without prejudice to TwentytwentyMedia’s pre-existing rights;

10.2 Bankruptcy or insolvency proceeding means bankruptcy proceedings or in Scotland sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure: or if



the User is a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed;

10.3 You continue to be liable to pay all charges which are due for Service during any period in which you do not comply with this Contract;

10.4 On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data located on it. We shall be entitled to delete all such data but we may, at our discretion, hold such data for such period as we may decide to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your WebSite as we think fit;

10.6 If TwentytwentyMedia waives a breach of Contract by you, that waiver is limited to the particular breach. Any delay by TwentytwentyMedia in acting upon a breach is not to be regarded in itself as a waiver.

## 11. TERMINATION OF SERVICE

11.1 This Contract may be terminated by either party on giving at least 30 days notice to the other expiring on the last day of the minimum Contract term or at any time thereafter.

If TwentytwentyMedia gives notice you shall pay all charges up to the expiry of the notice.

If you give notice, you shall pay all charges until 30 days after the date TwentytwentyMedia receives the notice or until expiry of the notice, whichever is the later.

Your notice does not avoid any other liability for Service already provided.

11.2 TwentytwentyMedia reserves the right during the minimum Contract term to terminate this Contract by giving to you not less than 30 days prior written notice of termination.

## 12. NOTICES

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or the Order Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting;

## 13. MATTERS BEYOND TwentytwentyMedia's REASONABLE CONTROL

TwentytwentyMedia is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeur, war, civil disorder, industrial disputes, inclement weather, acts of

local or central government or other competent authorities, and failure by other service providers.

#### 14. LIABILITY

14.1 You acknowledge that TwentytwentyMedia has no control over the information transmitted via the Service and that TwentytwentyMedia does not examine the use to which you put the service or the nature of the information you are sending or receiving. TwentytwentyMedia hereby excludes all liability of any kind for the transmission or reception of information of whatever nature;

14.2 TwentytwentyMedia undertakes no liability whatsoever for the acts or omissions of other providers of telecommunication service or for faults in or failures of their apparatus;

14.3 TwentytwentyMedia is not in any way liable in Contract or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.

14.4 TwentytwentyMedia makes no warranty as regards to its services or equipment and will not be responsible for any damage allegedly suffered or claimed by you for any reason including but not limited to loss of data, wrong or non deliveries and service interruptions.

14.5 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to subclause 14.6;

14.6 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence;

14.7 Our total aggregate liability to you for any claim in Contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim;

14.8 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising;

#### 15. INDEMNITY

You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server without limitation.

## Domain Names

When you buy a domain name through TwentytwentyMedia Ltd, you are also bound by

the Terms and Conditions of the organisation responsible for those domains.

### **Domains ending .uk**

[The Nominet Terms and Conditions:](#)

<http://www.nominet.org.uk/go/terms>

### **Domains ending .com, .org, .net and other gTLDs**

[Registrant Rights and Responsibilities.](#)

<http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm>

[Imperial Registrations Terms and Conditions.](#)

<http://www.imperialregistrations.com/support/legal.php>

[ICANN Uniform Domain-Name Dispute-Resolution Policy.](#)

<http://www.icann.org/en/help/dndr/udrp/policy>

Domains ending .eu

[.EU registry Terms and Conditions \(pdf\).](#)

[http://eurid.eu/files/docs/Terms%20and%20Conditions\\_EN.pdf](http://eurid.eu/files/docs/Terms%20and%20Conditions_EN.pdf)

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