

Users and customers of Services provided by RetroViz Design must accept the terms and conditions of business set out below.

1. We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should not assume registration of your requested domain name(s) until you have been notified that it has been registered.
2. The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; ICANN in the case of .COM/NET/ORG and Nominet in the case of domain names ending with .UK 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 a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.
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.
4. We shall not release any domain to another provider unless full payment for that domain has been received by us.
5. 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 and shall be due and payable in advance of our service provision.
6. 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.
7. 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.
8. If you fail to pay any sums due to us as they become due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.
9. If you break any of these terms and conditions and you fail to correct the breach within thirty (30) days following written notice from us specifying the breach, we may terminate this Agreement forthwith.
10. If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to terminate this Agreement forthwith.
11. 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.

REFUND POLICY

1. If you are unhappy with any aspect of our service, please contact our support department who will attempt to rectify the situation. Because we are providing a service, which starts when you create the account, we cannot provide a refund except when the service has not been acceptable. This is at our discretion only.
2. Refunds are not available for .COM, .NET, .ORG or any other domain names, SSL Certificates, Domain Transfer In fees, Domain Transfer Out fees, or any other products or services provided by RetroViz Design through other companies
3. No refunds will be made if we terminate your hosting or other services due to violation of our Acceptable Use Policy or any other violation of our Terms and Conditions, except as may be provided therein. This does not affect your statutory rights.

WEB HOSTING

These Terms of Service and Acceptable Use Policies ("Terms and Policies") are an essential part of your relationship with RetroViz Design. By using your RetroViz Design account, you agree to all of the Terms and Policies set out in this document.

1. General Terms and Policies.
The Service is provided to authorised persons or organisations (referred to in this document as "Subscriber" or "you"). Any use of the service is subject to any restrictions listed below. By using the Service, you agree to be bound by all of these Terms and Policies. If you do not agree to be bound by these Terms and Policies, you must cancel your account immediately and may not thereafter use or attempt to use the Service.
2. Coverage. If you are an individual Subscriber, these Terms and Policies apply to all persons who gain access through your account. If you are a commercial Subscriber, these Terms and Policies apply to all your employees, agents and/or customers. In either instance, a violation of these Terms and Policies by anyone using your account will be treated as a violation by you.
3. Prices and Charges. RetroViz Design provides the use of Helm Control Panel and domain control panel to you free of charge, but if through misuse or through abuse on your part we incur any charges, we reserve the right to pass these charges on to you.
4. Term. The Service is provided to you for as long as you wish to use it, however we withhold the right to terminate the service if you use it in a way that violates the terms of use.
5. Grounds for Suspension and Termination. You agree to comply with these Terms and Policies. Any violation of either, these Terms and Policies or the other rules, regulations or policies noted above may serve as cause for RetroViz Design to suspend or terminate your account. You agree that RetroViz Design has the right, with or without notice, to suspend or terminate your account upon the first or subsequent occurrence of any of the following:
 1. Using the Service in a way, which constitutes violation of any applicable statute, law, court order, tariff, regulation, or treaty

(including, but not limited to, intellectual property, communications, privacy, criminal and international law)

2. Using the Service to host adult material, whether it is legal or not, we do not support it on our services
3. using the Service in a manner intended to abuse or violate the privacy or property rights of others, including but not limited to sending of unsolicited bulk e-mail ("spamming"); this ground for suspension or termination is separate from and in addition to the fees which will result from such activity
4. Using the Service in an attempt to break security, or so as to actually break security of any computer network (including the Service itself), or to access an account, message, or file which does not belong to you
5. Using the Service in such a way as to forge or miss-represent headers, addresses, or other identification in electronic mail or websites, or using any other method to disguise the sender's identity or location
6. Excessively using the Service in such a way as to limit the bandwidth available to others
7. Using the Service to operate server programs, including, but not limited to mail servers, IRC servers, game servers, ftp servers, Web servers, or streaming audio/video servers
8. Using the Service to promote or solicit competing Internet services
9. Using the Service for unauthorised relays through any third party systems
10. Attempting, in any way, to interfere with or deny service to any user or any host on the Internet
11. Using the Service for mail bombing, which includes any instance where multiple messages are sent to a specific destination with the intent to render the recipient and/or the electronic system serving that recipient dysfunctional
12. Using the Service to add or attempt to add addresses to any mailing list (yours or a third party's) without the explicit positive consent of the addressee(s)
13. Using the Service to forward or post "chain letters" (multiple forwarding) of any type
14. Attempting to cancel, supersede, or otherwise interfere with email other than your own
15. Engaging in harassment, whether through language, frequency, or size of messages, either with email or website content
16. Using the Service to engage in syn flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other methods of denial-of-service attacks
17. Furnishing false data on your sign-up form, contract, or online application, including providing fraudulent credit card or other payment information

No bill credit will be given for a period of suspension. In the event of termination of your use of the Service under this section, RetroViz Design

may at its sole discretion retain any or all amounts you have paid for use of the Service as liquidated damages for your actions.

6. Security. You agree not to access or attempt to access private areas of the Service. You agree to notify RetroViz Design as soon as you become aware of an unauthorized use of your account and/or any breach or attempted breach of security on the Service.
7. Intellectual Property. RetroViz Design does not undertake to examine or review messages, files, or other materials, which are accessible through, pass through, or reside on the Service. Complaints regarding alleged copyright infringement can be sent to complaints@retroviz.com.
8. Continuing a specific identification of the allegedly infringing material and the location(s) on RetroViz Design's facilities where the materials are to be found. Upon receipt of such written notice, RetroViz Design will expeditiously remove or block access to the allegedly infringing material, and provide notice to the person who had posted that material. If RetroViz Design receives a notification from that person indicating that the claim of infringement was based upon mistake or misidentification, RetroViz Design will send you a copy of that notification. Unless you notify RetroViz Design of appropriate court action to restrain the alleged infringement, the challenged material will then be restored or otherwise made accessible again.
9. Liability. You agree that use of the Service is at your own risk. Except for information, products, or services clearly identified as being supplied by RetroViz Design, neither RetroViz Design nor any of its affiliate controls, provides, operates, or is in any way responsible for any information, products, or services accessible through the Service. RetroViz Design neither endorses nor is responsible for the accuracy of third-party material(s), and you agree that RetroViz Design is not responsible for any loss or damage caused by your use of, or reliance on, such material(s).
 1. You understand and agree that you have sole responsibility for your posting of any information or material to any site or newsgroup on the Internet, including but not limited to postings to Web sites, whether residing on RetroViz Design equipment or not, postings to newsgroups, and participation in any on-line chat sessions. You agree to indemnify and hold harmless RetroViz Design and its employees, and other customers and subscribers from and against any claims, losses, costs, liability, damages or expenses arising out of your postings.
 2. You agree that, should you use the Service to send or receive voice communications, RetroViz Design is not acting as a telecommunications carrier or telephone company, that there is no representation made by RetroViz Design as to the suitability of the Service for such use, and that all risk of connection, transmission quality, and accuracy of communications is solely on you, and that RetroViz Design has no liability of any sort for the failure or lack of quality of such use of the Service.
 3. You agree to be liable for any damages or loss of service which results in damages to RetroViz Design as a result of any spamming or other violations of Section 5 above. These damages include, but are not limited to, system shut downs, retaliatory attacks or data flooding, and

loss of peering arrangements. You agree that RetroViz Design may pursue any such claims against you in Court.

4. You agree that in no event will RetroViz Design have financial liability to you.
10. **Warranty.** RETROVIZ DESIGN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE, OR ANY SOFTWARE OR OTHER MATERIAL AVAILABLE THROUGH THE SERVICE, REGARDLESS OF WHAT YOU MAY HAVE TOLD RETROVIZ DESIGN ABOUT YOUR INTENDED USE OF THE SERVICE. NO ORAL ADVICE OR INFORMATION GIVEN BY RETROVIZ DESIGN OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR OTHERWISE ALTER THE PROVISIONS OF THIS SECTION.
THE SERVICE AND ANY SOFTWARE PROVIDED TO YOU BY RETROVIZ DESIGN ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS; RETROVIZ DESIGN DOES NOT WARRANT THAT THEY WILL BE ERROR-FREE AND/OR UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. RETROVIZ DESIGN DOES NOT GUARANTEE THE SECURITY OR BACK-UP OF ANY OF YOUR DATA WHICH MAY BE STORED ON THE SERVICE.
11. **Content.** You understand and agree that information and access available through the Service may include controversial, sexually explicit, or other material that may be offensive to you or users for whom you are responsible. RetroViz Design has no responsibility for or control over such materials, and you take sole responsibility for using any available screening software or other methods of limiting access (specifically including the access of minors) to any material you may find objectionable.
12. **Privacy.** RetroViz Design will not provide names, addresses, telephone numbers, email addresses, or other personally identifiable information on any Subscriber to any third party without prior permission from that Subscriber, or as required under an appropriate court or administrative directive, including a facially valid subpoena, or as necessary to render the Service. RetroViz Design may provide aggregate data on Subscribers to third parties in the operation of RetroViz Design's business.
13. **Disputes.** You agree that any dispute between you and RetroViz Design arising out of your use of the Service on in any way based upon your subscription to and/or use of the Service which cannot be resolved between you and RetroViz Design will be submitted by the aggrieved party for binding arbitration under the auspices of the English law.
14. **Governing Law.** These Terms and Policies are governed in all respects under English laws.
15. **Amendments.** These Terms and Policies may be amended in any respect at any time by RetroViz Design upon the posting of the amended Terms and Policies on the terms of use section of the Service. Your continued use of the Service will be deemed consent to any such amended Terms and Policies. If you do not wish to continue to use the Service as a result of any such amended Terms and Policies, you may provide notice of your wish to terminate your use of the Service to RetroViz Design.