

Private Domain Name Registration

The Private Domain Registration Services offered by Marsden Cloud are subject to the terms and conditions of Marsden Cloud Private Registration Service, which are incorporated herein by reference.

The WHOIS will list the domain as registered to

Marsden Cloud Ltd
24 Eltham Court
Leeds
West Yorkshire
United Kingdom
LS6 2TP

By ordering Private Domain Name Registration Services from Marsden Cloud Ltd. ("Marsden Cloud"), you ("you" or "Customer") agree to the terms and conditions set forth herein. The provisions contained in these Terms and Conditions for Private Domain Name Registration (the "Agreement") incorporate and are supplemental to Marsden Cloud General Terms and Conditions of Service, by which you are also bound, to the extent they are not modified by this Agreement.

1. SUBJECT OF THE AGREEMENT

1. The Agreement governs the provision of Private Domain Name Registration Services (the "Services") to the Customer by Marsden Cloud. The Services comprise the registration and renewal of domain names using contact information provided by Marsden Cloud, as described below. Such information will appear in the public WHOIS database on your behalf.

2. SERVICES PROVIDED

1. During the registration process, you will be able to subscribe to the WHOIS Privacy Service. Marsden Cloud will not own any Private Domain Name registered on your behalf under this Section. Any costs incurred by Marsden Cloud to obtain and/or maintain the Private Domain Name on your behalf shall be charged to you.
2. You authorise and direct Marsden Cloud to display alternative contact information in the public WHOIS database, including names, postal address, phone number, and email address, as more particularly outlined above.
3. You authorise and direct Marsden Cloud to process communications directed to you at the contact information displayed in the public WHOIS database as follows:
 1. Marsden Cloud corporate address will be the postal address displayed in the public WHOIS database for the Private Domain Name. You hereby authorise Marsden Cloud to receive, sort, open, forward, and destroy any and all mail sent to Marsden Cloud on your behalf in its sole discretion. First class mail, mail received via certified mail or courier or similar services will be opened and all such mail that can be scanned will be scanned and sent to you via the email address associated with the Marsden Cloud account for the Private Domain Name. You acknowledge that you will have five (5) calendar days from the date such mail is sent to you via email to request in writing

that a copy of such scanned mail be forwarded to you via postal mail. You acknowledge that unless you direct us otherwise in writing within such five (5) calendar day period, unless they are legal documents, all such mail will be destroyed five (5) calendar days after a scanned copy is sent to you via email. All mail that is unable to be scanned will be forwarded to you at your expense at the postal address associated with the account for the applicable domain name.

2. Marsden Cloud reserves the right to charge you for, and you are responsible for paying, all fees and costs associated with Marsden Cloud forwarding postal mail. Marsden Cloud further reserves the right to charge an administrative charge of £5.00 per item forwarded. You authorise Marsden Cloud to apply any such charges to your credit card pursuant to the Marsden Cloud Terms and Conditions.
4. You hereby waive any and all claims arising from your failure to receive communications directed to your domain name contact information displayed in the public WHOIS database which shall not be forwarded to you by Marsden Cloud. You acknowledge and agree that you may not receive all communications sent to you at the contact information listed in the public WHOIS database. You further acknowledge and agree that Marsden Cloud disclaims any and all loss or liability that may result from your use of the Services and/or your failure to receive important correspondence sent to you at the contact information displayed in the public WHOIS database, including, but not limited to, legal notices or UDRP complaints.

3. Warranties and Indemnification

1. You warrant that the contact information you have provided to Marsden Cloud is and will remain accurate and complete. You agree that you will inform Marsden Cloud within fifteen (15) calendar days of the change of your name, mailing address, email address or telephone. These changes must be made via your control panel.
2. You warrant to Marsden Cloud that any Domain Name you may seek to register through Marsden Cloud does not violate the rights of any third party, in particular trademark rights, and that you have taken reasonable steps, including but not limited to searches of the applicable trademark registries, to assure that this is the case.
3. You agree to indemnify and hold harmless Marsden Cloud, its officers, directors, employees and agents, with respect to any and all damages, losses, claims or expenses incurred with respect to or arising out of claims of third parties concerning your use of the Services or the Private Domain Name.
4. You acknowledge and agree that Marsden Cloud has the absolute right and power, as it deems necessary in its sole discretion, without providing notice and without any liability to you whatsoever, to (1) reveal to third parties the contact information provided by you to Marsden Cloud in connection with the account for the applicable domain name, (2) populate the public WHOIS database with your name, primary postal address as provided by you to Marsden Cloud, or (3) terminate your subscription to the Services:
 1. if, in Marsden Cloud sole discretion, you violate the terms of the Marsden Cloud Terms and Conditions;

2. if any third party claims that the domain name violates or infringes a third party's trademark, trade name or other legal rights, whether or not such claim is valid;
 3. to comply with ICANN policies or requirements, including but not limited to the Uniform Domain Name Dispute Resolution Policy (UDRP) and to comply with Nominet's UK Domain Name Dispute Resolution Service;
 4. to comply with any applicable laws, government rules or requirements, court orders, requests of law enforcement or government agencies; or
 5. if any third party threatens legal action against Marsden Cloud that is related in any way, directly or indirectly, to the domain name, or claims that you are using the domain name registration in a manner that violates any law, rule or regulation, or is otherwise illegal or is in breach of a third party's legal rights.
5. ALL MARSDEN CLOUD SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

4. Dispute Resolution

1. This Agreement shall be interpreted under the laws of England and Wales.
2. From time to time, Marsden Cloud may without advance notice, amend this Agreement and will do so by posting the new Agreement on the Marsden Cloud website. Each and every amendment will be effective immediately and applies to all pre-existing and future accounts. It is your responsibility to periodically check the Marsden Cloud website for updates of this Agreement.