

Overview

We want to make being an Ebaneita customer the best experience it can be. The terms of using our service are set out with this in mind. If you have any queries about our terms of use, please email enquiries@ebaneita.co.uk.

Ebaneita provides IT solutions and additional services. Ebaneita reserves the right to suspend or cancel a customer's access to any or all services provided by Ebaneita when Ebaneita decides that the account has been inappropriately used or otherwise.

Note, all our services are covered by the General Terms and Conditions. In addition please see service specific terms and conditions.

Our business is continually evolving and as such we reserve the right to change our Terms and Conditions when necessary. It is your responsibility to ensure that you are up to date with all of our T&Cs. We will, however, notify you of any prominent changes we feel you need to be pro-actively made aware of.

By signing up for any of our services you agree to be bound by all Ebaneita Terms and Conditions.

General terms and conditions

Server use

Ebaneita reserves the right to refuse service and/or access to its servers and/or services to anyone.

Ebaneita does not allow any of the following content to be stored on its servers:

Adult material - includes all pornography, erotic images, or otherwise lewd or obscene content.

Excessive download content or non-linked content.

Refusal of service based on content matching either of these two criteria is entirely at the discretion of Ebaneita.

Ebaneita reserves the right to move your data to a different server with no previous notice.

Support

We will endeavor to provide a continuous high quality service. If you experience problems with your service, you should consult our support website. Should you fail to find a resolution to your problem in our Knowledge Base you will find our 24/7 support contact details on our support website: www.ebaneita.co.uk/support

Please note we may require suspension of some of our services for short scheduled periods to carry out maintenance or repair to our services. Information concerning scheduled downtime is available on the Ebaneita support website, as are details of any interruptions to our services.

Reselling of Services

All accounts are to be used by the primary owner only, and do not allow the holders to resell, store or give away web-hosting services of their website to other parties.

Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

Unlimited Use Policy

High bandwidth usage: Ebaneita offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, Ebaneita may find a customer to be using server resources to such an extent that he or she may jeopardize service performance and resources for other customers. In such instances, at Ebaneita's discretion, Ebaneita reserves the right to impose the High Resource User Policy for the consideration of all customers.

Database Usage

If you exceed the limits on our database products (MS SQL and MySQL) then we will automatically charge you for the additional space you use at our current prices. For example if you have a 150MB database and 200MB is in use at any point during a month then we will charge for the extra 50MB in that month.

High Resource User Policy

Resources are defined as bandwidth, processor utilization or disk space.

Ebaneita may implement the following policy to its sole discretion:

When the resources utilised by a customer in using a service are abnormally high, Ebaneita reserves the right to suspend that service immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our services. Customers may be offered an option whereby Ebaneita continues supplying the service under a reduced usage criteria specified by Ebaneita. Failure to comply with such measures may result in your service being terminated.

Uploads via scripting languages

We limit uploads made via scripting languages - including PHP, ASP and ASP.NET. Uploads made using PHP are limited to 20MB per file.

Payment policies

All accounts are set up on a prepay basis. Although Ebaneita reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Payment is due every 30 or 365 days, from the date the account was established. Customers will automatically be charged again at the end of their prepay period unless confirmation of the wish to close has already been received.

In situations where the card number on file is declined Ebaneita will immediately suspend the facility to purchase services on-line until the outstanding charge is processed successfully. In addition, Ebaneita reserves the right to suspend other services until the outstanding debt is cleared. Any non-payment of a recurring invoice may be subject to a £5 administration charge. The customer is responsible for all money owed

on the account from the time it was established to the time that the customer sends a written cancellation request.

You are required to have a valid credit/debit card and email address registered on your account at all times, failure to do so may result in suspension of your account.

No bills or invoices will be sent by regular mail. All invoices will be sent directly to customers via email shortly after the online purchase has been made. At this point the customer's card will be charged automatically.

Please refer to our Domain Name terms of service for Domain Name specific payment policies.

All payment is in UK sterling. All prices displayed are shown excluding UK VAT.

Your personal details

Please note that whilst your email is primarily used for billing purposes, Ebaneita reserves the right to email you information about enhancements to our systems and product offerings. You can unsubscribe from marketing communications within your Ebaneita control panel.

We will not provide any of your personal information to other companies or individuals without your permission. However, we may need to provide your name and delivery address to third parties that Ebaneita may use for the purposes of delivering specific services to you (e.g. customer support).

Payment options

In order to streamline our accounting procedures and keep costs down Ebaneita currently runs a limited number of payment options.

Credit / Debit Cards: Ebaneita accepts [MasterCard](#), [Visa](#), Visa electron, [Switch/Maestro](#) and [Solo](#).

Cheque Payment: This option is only available to business customers who pay annually for their Ebaneita account. A credit/debit card number will still be required if customers require the facility to purchase domains and other services on-line. Ebaneita cannot guarantee that a service will be provided until after any received cheques have been cleared.

Cancellation and refunds

Ebaneita reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes Ebaneita' terms of service a refund will not be issued in the event of a cancellation.

Customers may cancel their account at any time by giving written notice to Ebaneita. Fees charged on a prepay basis are non-refundable. Once the initial trial period has expired customers are not entitled to receive a refund unless the service is cancelled by Ebaneita. In addition some accounts incur set-up fees, these charges are also non-refundable.

All hosting, email accounts are subject to a 12 month minimum contract term.

Email package free trial

You must provide us with a valid domain name, which could be used with our email service, or register a new domain name during signup.

You may not use the same domain name for more than one free trial.

If you don't cancel your email package before the end of the 30 day free trial, we will automatically charge your credit/debit card for your first month/year's service following the trial period.

This free trial is also open to existing Ebaneita customers, when signing up for a new Ebaneita email package.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold Ebaneita harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Ebaneita, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Ebaneita against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Ebaneita' server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Ebaneita' server.

Disclaimer

Ebaneita will not be responsible for any damages your business may suffer. Ebaneita makes no warranties of any kind, expressed or implied for services we provide. Ebaneita does not back up your data/website and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Ebaneita cannot guarantee to be able to replace lost data. Ebaneita disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non deliveries, wrong delivery, and any and all service interruptions caused by Ebaneita and its employees. Ebaneita reserves the right to revise its policies at any time.

Email

The following terms and conditions apply to Ebaneita email services.

Use of Microsoft Outlook 2003 Software

Ebaneita Exchange Mail accounts include licensing for Outlook Client Software. The license fee is included with the monthly Ebaneita service fee. Mailbox owners are permitted to install the software once on one PC for each [Microsoft](#) Exchange 2003 mailbox. Sharing of a single mailbox is not permitted unless additional licenses are purchased on a monthly basis for each user. If you cancel your Ebaneita Exchange Mail account you are responsible for uninstalling any Outlook client software that is licensed as part of the Ebaneita service.

Size of mailbox

Each mailbox has a storage quota. This is in place to protect your account and others from potentially large volumes of email sent to a single address that could materially affect the email system server. Additional storage can be purchased through your control panel. It is the mailbox owner's responsibility to ensure that his/her mailbox does not reach its allocated level. Ebaneita cannot be responsible for email lost due to full mailboxes. You can check your mailbox size from your control panel.

Passwords

It is the mailbox owner's responsibility to keep his/her password confidential, and to change the password on a regular basis. Ebaneita is not responsible for any data losses or security issues due to stolen passwords. Ebaneita recommends that you use passwords that contain numbers and symbols in order to prevent unauthorized users from guessing commonly-used choices (i.e. "12345", "password", etc.).

Technical support

Please see our online support site - with knowledge articles, how to articles and FAQ's. Additionally, we provide email and phone support - details can be found at www.ebaneita.co.uk/support

Control panels and server management

Ebaneita provides web-based account and server management via a control panel. This is designed to give you control over your account and the Microsoft Exchange server features. You can use your control panel to perform most of the routine account and server management tasks. Online help is available from Ebaneita's support website.

Service availability

Ebaneita monitors the server as a whole but does not monitor individual mailboxes. The Exchange server uses SMTP, a "store-and-forward" email protocol, to deliver outbound messages. This protocol does not guarantee immediate delivery of email messages. By default, the Exchange server makes a delivery attempt every ten minutes three times; after that the server will attempt message delivery every fifteen minutes. If there is no successful delivery attempt within twelve hours, a delay notification will be emailed to the sender. If there is no successful delivery attempt within two days, the message will be returned to the sender.

Scheduled maintenance

To guarantee optimal performance on the servers, it is necessary for Ebaneita to perform routine maintenance. Such maintenance often requires taking Ebaneita Exchange servers off-line, typically performed during off-peak hours. Ebaneita will give you advance notice of maintenance requiring the servers to be taken off-line whenever possible.

Security

Ebaneita makes every reasonable effort to ensure mailbox security at all times. We do this through a combination of various network security policies, load balancing and redundant systems. We make every reasonable effort to ensure the integrity of data on our systems. On the rare occasions where there may be a problem with specific mailbox data, it is the mailbox owner's responsibility to notify us. We cannot guarantee to restore data and we accept no liability for the loss of any such data.

Server storage capacity

Each Exchange account is allotted an aggregated storage capacity initially equal to the total storage capacity of each mailbox. This storage capacity is shared among all mailboxes and public folders within your account; the quota cannot be exceeded. For an additional fee, you may increase your account storage capacity at any time from within the control panel.

Mailbox and Public Folder storage capacity

In addition to the aggregate account storage capacity, each mailbox and public folder also has its own storage limit. When the storage capacity is reached on an individual mailbox or folder, the Exchange servers shall stop sending or receiving messages. Ebaneita is not responsible for service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity. To prevent such occurrences, you can manage mailbox and public folder storage limits at any time from within the control panel.

Top level folders and sub-folders

The Exchange Server retains ownership of the two top layers of the public folder hierarchy, "Public Folders", and, under that folder, the "All Public Folders". Users of Microsoft Outlook can create as many Public folders as they wish under the existing folders, and these can be of any type allowed by the Exchange server (appointment, contacts, mail, notes, journal, or tasks).

Anti-virus checking

Ebaneita installs anti-virus software on its email servers for all Advanced and Exchange mailboxes. This software is configured to check messages coming into the email server. If a virus is detected, the message is deleted. No notification is sent to either recipient or sender of the message. Messages sent between mailboxes on the Ebaneita platform are not checked.

Anti-SPAM message filtering

Ebaneita runs anti-SPAM software on its email servers for all Advanced and Exchange mailboxes. You can determine the levels of spam protection from within your control panel.

Ebaneita also runs anti-SPAM software on outbound email from all mailboxes, and reserves the right to mark or delete any messages determined to be SPAM.

Ownership of data

All data created or stored by you within Ebaneita' applications and servers are your property. Ebaneita shall allow access to such data by only authorized Ebaneita personnel. Ebaneita makes no claim of ownership of any web server content, email content, or any other type of data contained within the accountholder's server space or within applications on Ebaneita' servers.

Customers are responsible for backing up their email before upgrading or removing mailboxes.

Free 30 day trial (email accounts only)

You must provide us with a valid domain name, which could be used with your email package, or register a new domain name during signup.

You may not use the same domain name for more than one free trial.

If you don't cancel your email package before the end of the 30 day free trial, we will automatically charge your credit/debit card for your first month/year's service following the trial period.

The free trial is available to existing Ebaneita customers, only when signing up for a new account via the Ebaneita.co.uk website.

Use of email account

If Ebaneita identify a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

For details of what is not allowed by Ebaneita and our spam/ illicit material policies please see our Acceptable Use Policy section of our terms of service.

Email retrieval and timescale

Ebaneita' policy on maintaining stable data-transfer levels includes a deletion process for email that has not been downloaded locally within 90 days of receipt (this process does not apply to Microsoft Exchange mailboxes).

It is the mailbox owner's responsibility to ensure his/her received email is retrieved and saved locally where necessary to ensure that important correspondence is not lost.

Ebaneita cannot be held responsible for lost items that have exceeded this 90 day limit.

Domain names

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

Governing Bodies

Ebaneita has been granted the right to provide Internet domain registration services for second-level domain names within the .com, .org, .net, .co.uk, .mobi, .eu, .org.uk, .ltd.uk and .plc.uk top-level domains.

[ICANN](#) oversees the .com, .org, .mobi and .net top-level domains. [Nominet](#) oversees the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains. [EURID](#) oversees the .eu top-level domain.

Upon Ebaneita' receipt of domain name registration information from you, Ebaneita 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. Network Solutions, Inc. 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.

If you are registering your name during the finite period of time when owners of trademarks and service marks issued prior to October 2, 2000 and having national effect will have the exclusive opportunity to register identical domain names ("Sunrise Period"). You acknowledge and agree that registrations for domain names during the Sunrise Period will only be accepted for a minimum registration term of five (5) years.

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.

.name RESTRICTIONS.

Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

FEES

As consideration for Ebaneita providing domain name registration services to you, you agree to pay Ebaneita, prior to the approval of the desired domain name registration, the amounts set forth in the Ebaneita 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 Ebaneita receives actual payment of the registration fee. If Ebaneita does register a domain name prior to payment of the registration fee, Ebaneita 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.

In the event of a charge back by a credit card company or other payment provider authorized by Ebaneita, the domain name registration shall be transferred to Ebaneita as the paying entity for the registration. Ebaneita may reinstate your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its then current reinstatement fee. The reinstatement fee is currently UK £100.

Payment must be made by credit card or other methods we indicate in registration application or renewal form. We will renew your name for you provided your credit card or other 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.

We reserve the right to make an administration charge of £10 per domain where customers have attempted to register a domain name with multiple registrars.

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.

To ensure your domains are not lost we operate a positive renewal system on all our domains - your domain will automatically renew unless you opt-out of this service through your control panel. This is not refundable and it is your responsibility to ensure valid contact and payment details are on your account at all times - failure can lead to suspension.

Ebaneita' domain renewal process is automated, however, 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 Ebaneita 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 Ebaneita 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 Ebaneita may modify this Agreement and the Dispute Policy as necessary from time to time to comply with any agreements by which Ebaneita 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 EBANEITA

You acknowledge and recognize that all contact with Ebaneita in the first instance should be made via our support website: <http://www.ebaneita.co.uk/support>

You agree that Ebaneita is not obliged to offer telephone support specifically for your Domain Name.

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 Ebaneita 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 Ebaneita. Ebaneita at its discretion may refuse to renew any registrations unless you maintain current and updated information at all times.

Ebaneita 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 Ebaneita 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) the original creation date of the registration;
- (b) the date and time the registration application was submitted to us and the appropriate registry;
- (c) communications constituting registration orders, modifications, or terminations and related correspondence;
- (d) records of account for your domain name registration, including dates and amounts of all payments and refunds;
- (e) the IP names and address of the primary name servers and any secondary name servers;
- (f) the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;
- (g) the name, mailing address, email address, telephone number, and fax number of the domain registrant for the domain name;
- (h) the expiration date of the registration; and (i) 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 Ebaneita to provide any information to ICANN, the registry administrators and to other third parties as ICANN and applicable laws may require or permit. You acknowledge and agree Ebaneita may make publicly available, some or all of the domain registration information provided by you, for purposes of inspection such as through Ebaneita's WHOIS service or for any purpose as required or permitted by ICANN and applicable laws.

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

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of information and updated from time to time provide in connection with registration of a domain name, whether during or after term of the registration of the domain name. You hereby irrevocably waive any and claims and causes of action you may have arising from such disclosure or use of the domain name registration information.

You may access your domain name registration information in Ebaneita's possession to review, modify or update such information, by accessing our domain manager service, or similar service, available at our website at www.Ebaneita.co.uk.

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 Ebaneita 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 Ebaneita 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.

Ebaneita 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 at the time the user name and password are secured 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.

For further details and to action any transfer of ownership please login to your Ebaneita control panel.

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):

- Make your customers aware of the charges associated with domain name registration, renewal and maintenance.
- 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.
- Make your customers aware of changes to your charges.
- Detail the method, availability and cost of customer service provided.
- Act quickly after getting a request from your registrant to take some action for them; and
- 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 and not set this field to default to opt-out unless you can show that all your Registrants are consumers.

- If you receive a request to register a domain name for a customer you must register the domain name in your customer's name. You may only register the domain name in your or your organisation's name with the explicit prior written consent of your customer.
- You agree that if you register a domain on behalf of a third party, Ebaneita 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 Ebaneita 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 Ebaneita has been advised of the possibility of such damages, and in particular Ebaneita 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 Ebaneita;
- (g) processing of an application for domain name registration; or
- (h) application of the Dispute Policy.

Ebaneita 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.

Ebaneita's maximum aggregate liability shall not exceed the greater of:

- (a) the total amount paid by you for registration of the domain name; and
- (b) £50.00 (UK Pounds).

INDEMNIFICATION OF Ebaneita

You agree to defend, indemnify and hold harmless Ebaneita 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; and
(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 Ebaneita are provided on an "as is" basis. Ebaneita 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. Ebaneita 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

Ebaneita 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 UKreg, Ebaneita 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 Ebaneita) 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 Ebaneita, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

You also agree that Ebaneita 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 Ebaneita 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 Ebaneita' 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. Ebaneita 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.

Non-Waiver. The failure of Ebaneita to require your performance provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Ebaneita of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

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 not with standing 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 Ebaneita to you shall be deemed to have been given if delivered by e-mail, overnight mail or United States 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 Ebaneita. However, in the event that Ebaneita 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 here in. 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 here in.

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 Ebaneita

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. Ebaneta 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 Ebaneta 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 Agreements

- [Terms and conditions](#) for .UK domain names
- [Terms and conditions](#) for .TV domain names
- [Terms and conditions](#) for .BIZ IP claims
- [Terms and conditions](#) for .NAME domain names
- [Terms and conditions](#) for .COM, .NET, .MOBI and .ORG domain names
- [Terms and conditions](#) for .EU domain names

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

Domain dispute

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; and (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 [here](#). Disputes involving .eu domains are handled by [EURID](#).

Contacting us

If you need to contact us regarding a domain name dispute please visit our support site: <http://www.Ebaneita.co.uk>

Note to solicitors: If you wrongfully threaten legal action against Ebaneita Ltd on behalf of your clients your correspondence will be passed onto our solicitors who will invoice you for the time spent dealing with your case.

[Software as a Service](#)

Support

Ebaneita support of this service includes the installation and use of the software required for using the Streaming Software service. Support of individual applications will be serviced by the licence provider (for example, Microsoft Office 2007 support queries will be managed by Microsoft).

Cancellation and refunds

Ebaneita reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes Ebaneita' terms of service a refund will not be issued in the event of a cancellation.

Customers may cancel their account at any time by giving written notice to Ebaneita. Any incentives offered to customers when opening the account will also be cancelled. Customers may be given the option to purchase services which were offered as start-up incentives in the result of a cancellation.

Licensing

The Streaming Software service provides subscribers with a complete working version of the software. Users are required to allow the Streaming Software service to connect to the internet every 21 days to check that their licence is still valid. Any users who have not paid their subscription fees, or who have not connected the Streaming Software service to the internet for period greater than 21 days will have their Streaming Software service disabled.

Acceptable use policy

Guidelines

This policy is subject to change, so please check regularly for updates. This policy is in addition to Ebaneita Terms and Conditions.

1) Web hosting

1.1) Ebaneita reserves the right to suspend or cancel a customer's access to any or all services provided by Ebaneita, where Ebaneita decides that the account has been inappropriately used. Ebaneita reserves the right to refuse service and/or access to its servers to anyone.

1.2) Ebaneita offer unlimited web space and bandwidth with some account types. By this, we mean unlimited space for legitimate web site content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any backups, downloads, or other non-web based content. We will treat all password protected archive (e.g. zip and rar) files as unacceptable. Multimedia content such as audio and video is acceptable provided it is streamed to the user, links to HTTP download of this content is not acceptable. Ebaneita offers a streaming media service for this type of content.

1.3) Scripts on the site must be designed to produce web-based content, and not to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed. Scripts that are designed to provide proxy services, anonymous or otherwise, are not allowed.

1.4) Ebaneita will disable any domain that fails to adhere to the following criteria as soon as we are made aware, in line with current working practices:

1.4.1) The primary purpose of any site must be to provide web-based content to viewers. Files on the site must be linked to the web site.

1.4.2) The primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and filtered and must be sent to or from a Ebaneita-hosted domain.

1.4.3) Sites must not contain Warez, copyright or other illegal material. The onus is on you the customer to prove that you own the rights to publish material, not for Ebaneita to prove that you do not.

1.4.4) Sites must not contain pornographic or other lewd material. Adult Material includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Ebaneita.

1.4.5) Sites must not use excessive amounts of server resources. These include bandwidth, processor utilization and / or disk space. Please see the 'High Resource Use Policy' in the General Terms and Conditions.

1.4.6) Sites must not contain scripts that attempt to access privileged server resources, or other sites on the same server.

1.5) The bundled Starter Blog service within a hosting package is licenced free of charge to the customer on the understanding that the service is used on an ongoing basis by the customer. As such, any bundled Starter Blog service that has not been used by the customer in the last 6 months, as evidenced by a log-in record or a new blog post, will be classified as a Dormant Starter Blog licence. All such Dormant Starter Blog licences will immediately be cancelled by the company, as soon as such Dormant status is reached, and the Starter Blog website and editing rights will be removed. Therefore if any bundled Starter Blog service is inactive for 6 months, all associated content will be deleted. To prevent the loss of the bundled Starter Blog, customers should log into their Blog control panel, or submit a new post to the Blog, at least once every 6 months.

As long as the hosting package remains open, the customer will still be entitled to a bundled Starter Blog licence. Customers therefore logging-in after a Dormant Starter Blog licence has been cancelled will be allocated a new licence, enabling them to start a new blog.

2) Email

2.1) If Ebaneita identify a mailbox or domain that is causing problems; we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

2.2) Common issues that cause problems are:

2.2.1) Where a mailbox receives large volumes of undeliverable email.

2.2.2) Where mailboxes have forwarders set to other mailboxes where mail cannot be delivered.

2.2.3) Where mailboxes have forwarders and/or auto-responders that generate circular mail loops.

2.3) You may not use Ebaneita email services for any of the following:

2.3.4) To send messages or communications, which are unsolicited, offensive, abusive, indecent or obscene.

2.3.5) To send messages causing annoyance, inconvenience or anxiety to another user of the Internet.

2.3.6) To send messages for the purpose of Fraud and /or with the intention of committing a criminal offence.

2.4) To prevent the sending of bulk unsolicited mail, SMTP traffic to and from a server will be blocked in the following scenarios:

2.4.1) Where we identify a server that has an open mail relay.

2.4.2) Where a significant volume of mail is sent from a domain in a defined timescale.

2.4.3) Where we have received significant volumes of complaints concerning unsolicited mail originating from a Ebaneita hosted domain.

2.5) To prevent Ebaneita' IP Addresses being blocked by IP Address blocking, a domain held on Ebaneita servers may be disabled:

2.5.1) Where we have received significant volumes of complaints concerning unsolicited mail originating from or unsolicited email being sent to promote sites being hosted on a Ebaneita server.

Reporting misuse

In order to efficiently process your report we need you to send as much information as possible and your contact email address and phone number. Below are details that we will need from you when investigating internet misuse. Reports will not be investigated until the below details are received, so if any of the below is missing from your report, please re-send the information.

1) Reporting port scanning, attempted hacking and firewall activity

Where your report is based upon information obtained from a firewall, please ensure that you send the relevant unedited firewall log (or excerpt). Please ensure that the log includes the time, date and time zone.

You also need to confirm that the clock on your PC is accurate and that you are using the correct time zone for your locale. If your clock is inaccurate please indicate how many minutes and seconds wrong it is (There is an online clock website to check your PC clock here: <http://www.timeticker.com/main.htm>).

Screenshots or image files will not be accepted as evidence of a system intrusion.

If you see any other misuse on your own servers originating from a Ebaneita IP Address, then please send us the following information:

Your URL, your web server log, shows the IP Address, Time, Date and Time zone of the IP Address logging into your server and any details of the misuse that has taken place.

2) Reporting email / newsgroup misuse (including spam)

We require the full header and content of the Email/Newsgroup post. The header enables us to trace the journey that an Email/Newsgroup post has made from the computer it originated from to the computer it was downloaded to. Please see below for instructions on retrieving full mail headers within Microsoft Outlook. If you use another mail client, Please check your providers support documentation for this information.

To retrieve headers in Outlook (with the email not opened in your inbox):

1. Right click on a message and choose "Options"
2. From pop-up box, copy all from "Internet Headers" window
3. Close pop-up box
4. Right click on the message again and choose "Forward"
5. Paste headers into the top of the pop-up email forward window
6. Send to misuse@ebaneita.co.uk

To retrieve email headers from Outlook Express for Windows:

1. With the mail unopened in your inbox
2. Right click on the mail
3. Choose properties
4. Click on the 'details' tab at the top of the 'pop-up' box
5. Press "message source"
6. Copy the contents of the new window and paste it into your email to misuse@Ebaneita.co.uk

To retrieve email headers from Outlook Express for Macintosh:

1. With the mail unopened in your inbox
2. Click View
3. Click Source
4. To select all use: command + a
5. To copy use: command + c
6. To paste the header use: command + v
7. Paste the contents into a new email addressed to misuse@Ebaneita.co.uk

3) Reporting virus activity

If you have received or been infected by a virus, worm or Trojan please note that Ebaneita are unable to offer any support in their removal. We recommend that you install Anti-Virus software and ensure that it is updated regularly. Please include the following information in your complaint.

Header of the email (if one is available) and content of the email.

The email attachment that was sent to you (if any). The attachment may need to be placed in an archived file (.zip, .rar etc) for our email software to receive it. The website contains helpful instructions to help you with this procedure. If you cannot attach the virus, then please send the email and header only.

4) Reporting web space abuse

If you become aware of any web space hosted by Ebaneita that you feel is in contravention of our Terms and Conditions or Acceptable Use Policy, then please email us with the details. Please see <http://www.Ebaneita.co.uk/termsofservice/> for full details of our terms and Acceptable Use Policy.

Please send the following information:

The URL (such as www.Ebaneita.co.uk), the time and date that you noticed the infringement, any details regarding how you came to view the material and a precise description of why you believe the domain to be in breach.

Ebaneita actively report any illegal activities that take place on our servers to the Police. Ebaneita also work with the Internet Watch Foundation to ensure that any images of child abuse are removed from our service and reported as soon as we are made aware, in line with current working practice.

Privacy policy

Your right to privacy is very important. Ebaneita recognise that when you choose to provide us with information about yourself, you trust us to act in a responsible manner. We believe this information should only be used to help us provide you with a better service. That's why we have put a policy in place to protect your personal information. Below is a summary of our policy.

By submitting personal data manually or in electronic form to this web site, or by using this site, you give your consent that all personal data you submit may be processed in the manner and for the purposes described below.

What personal information do we collect?

When making a purchase with Ebaneita, we will collect your contact information, which includes name, address, email address and phone number, as well as payment information. When you become a Ebaneita customer you automatically subscribe to electronic newsletter and special offer promotions. You can adjust your email preferences and/or unsubscribe from certain communications via your Ebaneita Control Panel

Protecting your privacy

We will take appropriate steps to protect your privacy. Whenever you provide sensitive information (for example, a credit card number to make a purchase), we will take all reasonable steps to protect it, such as encrypting your card number. We will also take reasonable security measures to protect your personal information in storage. Credit card numbers are used only for payment processing and are not retained for marketing purposes.

On occasion, we may need to provide your name and delivery address to third parties that Ebaneita may use for the purposes of delivering specific services to you (e.g., customer support.). We will not provide any of your personal information to other companies or individuals for marketing purposes without your permission.

Ebaneita may provide links to third party sites. Since we do not control those websites, we encourage you to review the privacy policies of these third party sites.

Use of cookies

Ebaneita uses cookies for various reasons, for example, cookies enable us to track information during the domain name registration and package sign-up process. These cookies do not track individual information. Cookies from Ebaneita can only be read by Ebaneita. If you choose to disable cookies in your browser, you will not be able to carry out a transaction with Ebaneita.

If you do nothing other than read pages or download information while using this web site, we will capture and store information about your visit. This information will not identify you; it relates to:

- the Internet domain (e.g. www.company.co.uk) and IP address from which you access the web site

- the type of browser (Internet Explorer or Netscape) and operating system (Windows, UNIX) you use
- the date and time of your visit
- the pages you visit
- the address of the web site from which you linked to us (if applicable).

We use this information to make each visit more rewarding, and to provide us with information to help improve our service. We do not know (and do not want to know) the identities of people who visit us in this way.

Data storage in the U.K.

Any information that Ebaneita needs to store and process will be carried out on databases located in the UK, and in full compliance of the Data Protection Act.

How can you update the personal information you have provided to us? You can help Ebaneita maintain the accuracy of your information by notifying Ebaneita of any changes to your address, title, phone number or e-mail address. You can do this by updating your personal details from within your Ebaneita Control Panel.

The personal information we collect and maintain will be subject to the version of the Privacy Policy in effect at the time of collection. We reserve the right to change the Privacy Policy from time to time and will provide notice of these changes on the Privacy Policy pages of our web site. You should make sure you periodically review the Privacy Policy to make sure it meets your needs.

Information Disclosure Policy

Personal and account information

Ebaneita will not otherwise disclose its customers' personal and account information unless Ebaneita has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of Ebaneita, Ebaneita' customers, or others, or where Ebaneita has a good faith belief that the law requires such disclosure.

Electronic communications

Ebaneita also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail or other electronic communications that Ebaneita stores or transmits for its customers. The circumstances under which Ebaneita will disclose such electronic customer communications are when:

- it is necessary in order to provide service to the customer;
- it is necessary to protect the legitimate interests of Ebaneita and its customers;
- it is required to cooperate with dispute policies, court orders, warrants, or other legal processes that Ebaneita determines in its sole discretion to be valid and enforceable
- it is necessary to provide to a law enforcement agency when the contents are inadvertently obtained by Ebaneita and appear to pertain to the commission of a crime.

Ebaneita disclaims any intention to censor, edit or engage in ongoing review or surveillance of communications stored on or transmitted through its facilities by customers or others. Ebaneita will, however, review, delete or block access to communications that may harm Ebaneita, its customers or third parties or otherwise infringe the rights of third parties. The grounds on which Ebaneita may take such action include, but are not limited to, actual or potential violations of Ebaneita' Acceptable Use Policy

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