

# Terms & Conditions

Welcome to [www.ukwebsitedesigners.co.uk](http://www.ukwebsitedesigners.co.uk).

**UK Website Designers Owns a Group of Websites & Domain Names**

that are used in an SEO Link Wheel. To include and not limited to:

[www.ukcontentwriters.com](http://www.ukcontentwriters.com) [www.ukcontentwriters.co.uk](http://www.ukcontentwriters.co.uk) [www.ukdomainbrokers.com](http://www.ukdomainbrokers.com)  
[www.cymrujournal.com](http://www.cymrujournal.com) [www.irenata.com](http://www.irenata.com) [www.renataentrepreneur.com](http://www.renataentrepreneur.com)

[www.disabilityuk.co.uk](http://www.disabilityuk.co.uk)

[www.disabledentrepreneur.uk](http://www.disabledentrepreneur.uk) [www.cardiffwebdesigners.co.uk](http://www.cardiffwebdesigners.co.uk) [www.roathlife.co.uk](http://www.roathlife.co.uk)

[www.roathlife.com](http://www.roathlife.com) [www.roathdirectory.co.uk](http://www.roathdirectory.co.uk) [www.cymrumarketing.com](http://www.cymrumarketing.com)

[www.cymrumarketing.co.uk](http://www.cymrumarketing.co.uk) [www.marketingcardiff.com](http://www.marketingcardiff.com) [www.startbrand.co.uk](http://www.startbrand.co.uk)

[www.raczyna.com](http://www.raczyna.com) [www.raczyna.pl](http://www.raczyna.pl) [www.ukpremiumdomains.co.uk](http://www.ukpremiumdomains.co.uk)

[www.ukpremiumdomains.com](http://www.ukpremiumdomains.com) [www.premiumdomainsuk.co.uk](http://www.premiumdomainsuk.co.uk)

[www.premiumdomainsuk.com](http://www.premiumdomainsuk.com)

[www.cardiffsolicitors.co.uk](http://www.cardiffsolicitors.co.uk) [www.cardiffprobatesolicitors.co.uk](http://www.cardiffprobatesolicitors.co.uk)

[www.conveyancingcardiff.co.uk](http://www.conveyancingcardiff.co.uk) [www.ukbusinessbanking.co.uk](http://www.ukbusinessbanking.co.uk)

[www.ukbusinessbanking.com](http://www.ukbusinessbanking.com) [www.aiinventions.com](http://www.aiinventions.com) [www.germawarness.co.uk](http://www.germawarness.co.uk)

[www.ocd.cymru](http://www.ocd.cymru) [www.investors.wales](http://www.investors.wales) [www.financialdifficulty.co.uk](http://www.financialdifficulty.co.uk) [www.ventureseu.com](http://www.ventureseu.com)

[www.cardiffgasengineers.co.uk](http://www.cardiffgasengineers.co.uk) [www.welshbrewery.co.uk](http://www.welshbrewery.co.uk) [www.superyachtevents.co.uk](http://www.superyachtevents.co.uk)

[www.startupswales.co.uk](http://www.startupswales.co.uk) [www.ukgraphicdesigners.co.uk](http://www.ukgraphicdesigners.co.uk) [www.ukgraphicdesigners.com](http://www.ukgraphicdesigners.com)

[www.ukvideocreations.co.uk](http://www.ukvideocreations.co.uk) [www.ukvideocreations.com](http://www.ukvideocreations.com) [www.ukvideocreation.co.uk](http://www.ukvideocreation.co.uk)

[www.ukvideocreation.com](http://www.ukvideocreation.com) [www.learninwales.co.uk](http://www.learninwales.co.uk)

[www.luxurychocolateswales.co.uk](http://www.luxurychocolateswales.co.uk) [www.luxurychocolates.wales](http://www.luxurychocolates.wales)

[www.luxurychocolatewales.co.uk](http://www.luxurychocolatewales.co.uk)

[www.luxurychocolate.wales](http://www.luxurychocolate.wales) [www.polandmonthly.com](http://www.polandmonthly.com) [www.aismartbot.com](http://www.aismartbot.com)

[www.terrainbots.com](http://www.terrainbots.com) [www.terrainrobot.com](http://www.terrainrobot.com) [www.terrainrobots.com](http://www.terrainrobots.com)

[www.yachtsmaldives.com](http://www.yachtsmaldives.com) [www.charteryachtsmaldives.com](http://www.charteryachtsmaldives.com)

[www.luxurytravelreporterco.co.uk](http://www.luxurytravelreporterco.co.uk)

[www.racecoursesport.com](http://www.racecoursesport.com)

**All Domain Names and Websites Mentioned On The Page Are Governed By UK  
Website Designer's T&Cs and Privacy Policy.**

**We may list more sites at our discretion, so please review the list regularly.**

## **SEO LINK WHEEL.**

www.startbrand.co.uk (formerly an independent website is now just the domain name that is forwarded to this website. The company 'UK Website Designers and its Group of Websites have an affiliated division brand name of 'The Owner' and all domain names and websites trade under **UK Website Designers' Umbrella Group.**

The owner uses an exact match keyword SEO Domain Name (s) Link Wheel to market her business. The owner may use her exact match keyword SEO domain name (s) for marketing and advertising purposes.

The owners' exact match keyword SEO link wheel consists of the following domain names: www.ukwebsitedesigners.co.uk, www.cymrumarketing.com, www.ukdomainbrokers.com, www.startbrand.co.uk, and all websites are linked to one another either through either the legal pages or through the domain marketplace.

[All the domain names listed in these terms and conditions collectively are deemed as](https://ukwebsitedesigners.co.uk/terms-and-conditions) The Owner reserves the right to add more exact match keyword SEO Domain Names to expand her SEO Link Wheel to generate more traffic to her business at her discretion. Any domains added will have their own legal pages and, in most cases, will have a link back to this page headed <https://ukwebsitedesigners.co.uk/terms-and-conditions>

The goal of this Web Site(s) is to provide you with access to the most comprehensive network of Brokering and Web Design products/services and related services and links to meet your needs (the "Content"). Please read our Terms of Use (the "Terms") carefully before continuing with your use of this Web Site. These Terms shall govern the use of the Web Site and apply to all Internet traffic visiting the Web Site. By accessing or using this Web Site, you agree to the Terms. The Terms are meant to protect all of our Web Site visitors and your use of this Web Site signifies your agreement with these Terms.

[All content is written in the terms and conditions on this page refer to the terms and conditions of all the websites and blogs; listed here.](#)

**IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THIS WEBSITE.**

www.ukwebsitedesigners.co.uk, www.startbrand.co.uk, www.ukdomainbrokers.com, www.cymrumarketing.com ("We", "Us", "Our") reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms at any time.

Such modifications shall be effective immediately upon publication.

By using this Web Site after we have posted notice of such modifications, alterations, or updates you agree to be bound by such revised Terms. In accordance with our goals, this Web Site will permit you to link to many other websites, that may or may not be affiliated with this Web Site and/or www.ukwebsitedesigners.co.uk, www.startbrand.co.uk, ukdomainbrokers.com, www.cymrumarketing.com and that may have terms of use that differ from, or contain terms in addition to, the terms specified here. Your access to such websites through links provided on this Web Site is governed by the terms of use and policies of those sites, not this Web Site.

## **PRIVACY**

Registration data and certain other information about you are subject to our Privacy Policy. For more information, please review our full [Privacy Policy](#).

## **PHONE CALLS**

All inbound and outbound phone calls are recorded for training & security purposes, anyone objecting to this must inform the operator and must then hang up immediately. We assume you have read our terms and conditions before contacting us or expect a phone call from us.

## **WEBSITE HOSTING & DOMAIN OWNERSHIP**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers will not transfer Domain Ownership or Hosting over to the client unless the client owns the Domain Name and wishes to terminate the agreement. Domains registered by UK Website Designers using SEO domain name link wheels UK Website Designers, Startbrand, Cymru Marketing, UKDomain Brokers registered to a Registrant belonging to UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers unless trademarked or registered by a third party with

a Registrant. The client can have limited access to the website for security purposes. If the client already has a domain name they must point the domain over to UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers changing DNS Records through their registrar upon commencement of the contract. If the client refuses to co-operate with these terms, this will be deemed as they are in breach of contract. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers can then terminate the contract and full payment of the remainder of the monthly contract installments will be expected to be paid in full.

## **E-COMMERCE**

Unless specifically outlined in the contract, all inventory is managed by the client to include uploading content and images, editing images, managing pricing, and inventory to include shipping weights and measures. When the client requests the website designer to manage the inventory there will be a charge of £50 per month. Where the client wishes to have a loyalty software program this will incur a further cost as would a dropshipping service and needs to be agreed upon prior to integration.

## **DUTY OF UK WEBSITE DESIGNERS**

The duty of a website designer is to design and develop a fully optimized and responsive website compatible with all devices. Perform SEO, on monthly basis. The client will not always see the work the website designer does. The client should not expect the website designer to perform extra work unless previously agreed between the client and website designer prior at an agreed price. If it is not mentioned in the contract then it means the work will incur additional charges. In most cases and at the discretion of the website designer the client may have free advertising on at least 10 websites and or landing pages which normally costs £30 per month per website, this is a total saving of £300 per month or £3,600 per annum, this may also include video creation and marketing which normally would cost an additional £99.99 per video and £25.00 per blog post. **A client should never assume additional services will be included for free** and it is the website designers' sole discretion if these extra services are added.

## **DUTY OF CLIENT**

If a website is fairly new in order to drive business to a website, it is recommended to consider pay-per-click advertising (PPC). It may take Google up to 12-18 months to get your website on the first page for the keywords used in your metatags and content. Therefore especially e-commerce sites should consider either Google Ads or Social Media Ads, not limited to Facebook and Instagram to generate traffic and sales whilst they are waiting for their websites to be ranked by search engines.

It is also in the client's best interest to get familiar with the following strategies:  
<https://marketingagency.cymrumarketing.com/2021/09/06/how-to-get-more-clients/>

## **SPECIAL OFFERS**

When a client enters an agreement with UK Website Designers Any Special Offers will remain for a whole 6 -12 months and will revert back to the published prices after the renewal of the contract which is a rolling contract up until one month prior of the contract term, whereby the client can cancel the contract by giving UK Website Designers one months notice in writing.

## **ADDITIONAL SERVICES**

UK Website Designers reserves the right to charge a fee for additional work not mentioned in the signed agreement. If the client wishes to have a blog or assign and domain name, UK Website Designers will charge a setup fee and hosting charges and will lease the domain until all monies are paid in full.

## **DOMAIN NAMES**

All Domain Names remain the property of UK Website Designers until the termination of the contract and successful full payment of monies owing. Once a contract is terminated based on the contract terms and all money is paid in full, will UK Website Designers release the domains to the client.

## **DOWNGRADING**

If a client requests a downsize of their website design package, this will automatically limit the website to its full functionality. Once a downgrade has been performed but amendments need to be updated the client will have to pay for any updates according to the pricing brochure given at the time of signing contracts.

## **PRICE INCREASES**

UK Website Designers reserve to increase their prices annually aligning with the current rates of inflation and with the hosting and registrar price increases.

## **CANCELLATION**

UK Website Designers, will not grant access to servers upon the termination of an agreement, it is up to the client to find a competent website designer to build the website from scratch. UK Website Designers, may at their discretion give the backup coding of the site to help the new designer, but this is not guaranteed. UK Website Designers during the term of the agreement may give limited FTP access for Wordpress or e-Commerce Hosting but access has its limitations and is not full access. All emails have to be backed up by the client before the termination of hosting.

## **MARKETING**

When a client enters into a contract where they do not pay the fees as outlined in the pricing brochure supplied at the time of engaging into an agreement between both parties but instead offers a commission for each sale of their products in exchange for SEO and Marketing, UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers will supply a report of their work in exchange for sales data. Where it is found that buyers have acted fraudulently the client has to prove this in writing to UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers Without this performance record UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers will invoice the client accordingly for the overall performance of sales. The client also has a duty to give UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers a trade pricelist or a commission price for each product sold. Whereat the end of the month the client does not pay a commission UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers can revert back to their original pricing structure and invoice accordingly for their time engaged in working on the Marketing and SEO of the client's website and the contract will be deemed void.

## **CLIENTS' MULTIPLE BUSINESS ACTIVITY**

If a client has more than one business in which UK Website Designers, Startbrand, Cymru Marketing, or UK Domain Brokers manage and they default on their contract regardless if they

are a limited company or not and have winded down yet continue trading under another alias, UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers reserves the right to enforce action on the owner of the company in question and not the company itself, regardless if they have winded down or not.

## **WORKING HOURS**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Broker will choose as and when to work on a client's website and will not be dictated to. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers at their own discretion will work on a client's website if it needs urgently updating at a specific hour/day. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers are not expected to work at a client's premises full-time.

## **UNDERSTANDING UK WEBSITE DESIGNERS' TERMS AND CONDITIONS**

Upon commencing the development and management of a client's website, the client must first have read UK Website Designers & Startbrand Terms and Conditions and agreed and signed a contract.

If a client refuses to sign a contract agreeing to the terms it will be deemed as a Gentlemen's Agreement and UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers will assume the client has read the terms and conditions and agreed on terms before the commencement of work. If a client's website is live the client always has access to UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Terms, and Conditions by clicking the link at the bottom of the footer of their website where the wording 'Powered by or 'Designed By' can be found and linked to [www.ukwebsitedesigners.co.uk](http://www.ukwebsitedesigners.co.uk)

It is the client's responsibility to keep themselves updated on changes to price lists and terms and conditions published on UK Website Designers, Startbrand, Cymru Marketing, and the UK Domain Brokers website.

## **OTHER WORK PERFORMED BY UK WEBSITE DESIGNERS**

Other work which is listed on UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers Website(s) will be invoiced accordingly depending on the specific work

carried out. UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers & assumes that the client has read the price list before the commencement of work. Normally a contract outlining the job description (s) will be signed by the client, however, if the client refuses to sign a contract UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers will assume that the client knows the prices before asking for the work to be carried out and this will be deemed as a Gentlemen's Agreement.

## **TRADEMARKS, COPYRIGHTS, AND RESTRICTIONS USE**

This Web Site is controlled and operated by UK Website Designers and all accompanying websites within the group.

**Telephone:** + 44 (0) 29 21 690 036.

All content on this Web Site, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by the U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and are owned and controlled by the owner or its affiliates, or by third-party content providers, merchants, sponsors and licensor's (collectively "Providers") that have licensed their content or the right to market their products and/or services to 'The Owner' UK Website Designers'.

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You may request consent by emailing a request to the owner. Without the prior written consent of the owner or the Providers, your modification of the Content, use of the Content on any other website or networked computer environment, or use of the Content for any purpose other than personal, non-commercial use, violates the rights of the owners of UK WEBSITE DESIGNERS, STARTBRAND, UK DOMAIN BROKERS, CYMRU MARKETING and/or the Provider copyrights, trademarks or service marks and other proprietary rights, and is prohibited.



As a condition to your use of this Web Site, you warrant to UK WEBSITE DESIGNERS, STARTBRAND, UK DOMAIN BROKERS, CYMRU MARKETING that you will not use our Web Site for any purpose that is unlawful or prohibited by these Terms, including without limitation the posting or transmitting any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, nor in violation of the Acceptable Use Policy of the Web Site hosting service provider, which can be accessed at [www.ukwebsitedesigners.co.uk](http://www.ukwebsitedesigners.co.uk), [www.startbrand.co.uk](http://www.startbrand.co.uk), [www.ukdomainbrokers.com](http://www.ukdomainbrokers.com), [www.cymrumarketing.com](http://www.cymrumarketing.com)

If you violate any of these Terms, your permission to use our Web Site immediately terminates without the necessity of any notice. UK Website Designers retains the right to deny access to anyone at its discretion for any reason, including for violation of these Terms.

You may not use on your website any trademarks, service marks, or copyrighted materials appearing on this Web Site, including but not limited to any logos or characters, content, without the express written consent of the owner of the mark or copyright. You may not copy, download or use in evidence any part of the website including pages, terms, and conditions without prior permission. If it is found that the user has used any part of the pages of the website for their own reference or investigations, UK Website Designers & the Owner reserves the right to prosecute the user for damages and costs.

You may not copy, download, print, frame any part of the website(s), or otherwise incorporate into another website any of the Content or other materials on this Website without the prior written consent of UK Website Designers.

## **DOMAIN NAMES**

Domain names remain the property of UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers rent out the domain names for the duration of the contract to the client. If the client wishes to have the Domain Name registered to him/her, he /she shall complete a Domain Brokering Agreement paying all fees upfront for the sale of the Domain Name, this is not included in the website build agreement. Where a client comes to UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers to build a website this does not automatically mean the domain name belongs to him/her unless the Domain is already registered by the client as the registrar. When websites are built by UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers, the client enters an agreement for UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers to host and build the website as well as maintain it and nothing more. The client has no automatic rights legal or otherwise to own the domain name without proof he /she is the owner. Where a Domain Name is keyword related or is a Generic Name not trademarked, UK Website Designers, Startbrand,

Cymru Marketing, UK Domain Brokers have all legal rights to that Domain Name. Anyone claiming they have a trademarked name associated with the Domain Name must show evidence of this.

## **PROHIBITED ACTIVITIES**

You are specifically prohibited from any use of this Web Site, and You agree not to use or permit others to use this Web Site, to: **(a)** take any action that imposes an unreasonable or disproportionately large load on the Web Site's infrastructure, including but not limited to "spam" or other such unsolicited mass e-mailing techniques; **(b)** disclose or share the assigned confirmation numbers and/or passwords with any unauthorized third parties or use the assigned confirmation numbers and/or passwords for any unauthorized purpose; **(c)** attempt to decipher, decompile, disassemble or reverse engineer any of the software or HTML code comprising or in any way making up a part of this Web Site; **(d)** upload, post, email or otherwise transmit any information, Content, or proprietary rights that You do not have a right to transmit under any law or under contractual or fiduciary relationships; **(e)** violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; or **(f)** use any robot, spider, intelligent agent, other automatic device, or manual process to search, monitor or copy our Web pages, or the Content without our prior written permission, provided that generally available third party Web browser such as Netscape Navigator and Microsoft Internet Explorer® may be used without such permission.

## **VETTING**

Due to anti-money laundering laws all clients including, buyers, sellers and investors have to be vetted to pass security due diligence. One will be asked to go through security clearance by our partners who are affiliated with us before we can start talks and negotiations. Anyone refusing to co-operate will not be able to do business with us. There are no exceptions. A high-value dealer under Money Laundering Regulations is any business or sole trader that accepts or makes high-value cash payments of €10,000 or more (or equivalent in any currency) in exchange for goods. This includes when a customer deposits cash directly into your bank account, or when they pay cash to a third party for your benefit.

### **HMRC considers a high-value payment to be:**

- 1) a single cash payment of €10,000 or more for goods
- 2) several cash payments for a single transaction totaling €10,000 or more, including a series of payments and payments on account

3) cash payments totaling €10,000 or more which appear to have been broken down into smaller amounts so that they come below the high-value payment limit

You will be asked for two forms of photographic ID including a Passport & Driving Licence.

Two Proof of Address no less than one-month-old to include a Utility Bill and Bank Statement.

Where payments of domain names are listed on third-party agents (registrars) marketplaces it will be up to our agents to do their own independent security checks. Where buyers/investors deal directly with us any payment over €10,000 will be vetted by us directly.

All Domain Investors have to sign commission agreement contracts prior to us listing their domain names.

## **LINKS**

This Web Site may contain links to other websites ("Linked Sites"). The Linked Sites are provided for your convenience and information only and, as such, you access them at your own risk. The content of any Linked Sites is not under UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers' control, and UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers is not responsible for, and does not endorse such content, whether or not UK Website

Designers, Startbrand, Cymru Marketing, and UK Domain Brokers is affiliated with the owners of such Linked Sites. You may not establish a hyperlink to this Web Site or provide any links that state or imply any sponsorship or endorsement of your website by UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers, or its affiliates or Providers.

Once Buyer and Seller have entered into an agreement for the purchase and sale of a Domain, should the payment and transfer of the respective Domain fail for reasons unrelated to a breach by UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers of the Domain Transfer Agreements UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers reserves the right to collect any applicable commission fee for the sale from that party who has violated his/her obligation to cooperate in the completion of the transaction, including Buyers who would not otherwise face such fee. Furthermore, claims for damage compensation or contractual performance may be asserted by the non-breaching party against that party that violates his/her obligations under these terms or the terms of the applicable purchase and sale agreement.

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers reserve the right to charge Users a Marketplace Handling Fee, equal to two times (2x) the minimum commission fee for the respective Domain listing, for those instances where User has acted with the apparent intent to disrupt UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers & Ju Domain Marketplace listings and/or Auctions, otherwise cause nuisance or damage, and/or to prevent the completion of purchase and sale of a Domain.

## **DISCLAIMER OF WARRANTIES AND LIABILITY**

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(INCLUDING, WITHOUT LIMITATION, USE OF OR ACCESS TO ANY RELATED SOFTWARE OR HARDWARE). BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UK WEBSITE DESIGNERS, START BRAND, CYMRU MARKETING, UK DOMAIN BROKERS AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEB SITE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT UK WEBSITE DESIGNERS, START BRAND, CYMRU MARKETING, UK DOMAIN BROKERS ARE NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, UK WEBSITE DESIGNERS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the owner of the websites trading as UK Website Designers whose exact match keyword SEO link wheel is composed of the domains “www.ukwebsitedesigners.co.uk” & “www.startbrand.co.uk”, “www.ukdomainbrokers.com”, “www.cymrumarketing.com” the Providers, and Web Site hosting service providers, and its and their officers, directors, employees, affiliates, agents, licensor's, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms.

You also agree to indemnify, defend, and hold harmless the owner by having access to data that UK Website Designers whose exact match keyword SEO link wheel is composed of the domains “www.ukwebsitedesigners.co.uk”, “www.startbrand.co.uk”, “www.ukdomainbrokers.com”, “www.cymrumarketing.com”, the Providers, and Web Site hosting service providers, and its and their officers, directors, employees, affiliates, agents, licensor's, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting of any valuations of domains names singular and portfolios, databases and assets of businesses even if the data acquired was from a third party.

The owner and her websites: “www.ukwebsitedesigners.co.uk”, “www.startbrand.co.uk”, “www.ukdomainbrokers.com”, and “www.cymrumarketing.com” will not be held liable for any remarks made, opinions expressed, calculations/valuations made by her or her websites.

Expert Witness Statements will be indemnified and you cannot use this information to counterclaim any damages, costs, or losses due to the valuation of the data supplied by the owner.

### **THIRD-PARTY RIGHTS**

These Terms are for the benefit of UK WEBSITE DESIGNERS, STARTBRAND, UK DOMAIN BROKERS, CYMRU MARKETING its Providers, and Web Site hosting service providers, and its and their officers, directors, employees, affiliates, agents, licensor's, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its or their own behalf.

### **JURISDICTIONAL ISSUES**

Unless otherwise specified, the Content contained in this Web Site is presented solely for your convenience and/or information. This Web Site is controlled and operated by UK WEBSITE DESIGNERS, STARTBRAND, CYMRU MARKETING, UK DOMAIN BROKERS from its offices in Cardiff UK, UK WEBSITE DESIGNERS & STARTBRAND makes no representation that Content in its Web Site is accurate, appropriate, or available for use in other locations.

Those who choose to access this Web Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export the materials on this Web Site in violation of U.S & UK export laws and regulations. These Terms shall be governed by, construed, and enforced in accordance with the laws of England and Wales UK, as they are applied to agreements entered into and to be performed entirely within such State. Any action you, any third party or UK WEBSITE DESIGNERS, STARTBRAND, CYMRU MARKETING, UK DOMAIN BROKERS brings to enforce these Terms, or in connection with any matters related to this Web Site, shall be brought only in either the state or County Courts located in and for Cardiff, the United Kingdom and you expressly consent to the jurisdiction of said courts. If any provision of these Terms shall be unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

### **ENTIRE AGREEMENT**

The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire Agreement between UK WEBSITE DESIGNERS, STARTBRAND, CYMRU MARKETING, UK DOMAIN BROKERS, its affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between these Terms and any future published terms of use or understanding.

## **CANCELLATION POLICY**

In the event the client wishes to terminate the website hosting, development, and management agreement, the client must give seven days' notice in writing and settle up all payments for the remainder of the contract term in full within 48 hours.

IN THE EVENT THAT YOU DO NEED TO POSTPONE EITHER YOUR SHOOT OR VIEWING APPOINTMENT, WE REQUIRE 7 DAYS' NOTICE FOR ANY SERVICE OR PHOTOSHOOT OTHERWISE A CANCELLATION CHARGE OF £50 WILL APPLY.

UK WEBSITE DESIGNERS WILL ALWAYS TRY TO ACCOMMODATE CHANGING SCHEDULES AND WILL BE HAPPY TO REFUND OR POSTPONE ANY SHOOT IF CANCELLED OR RESCHEDULED WITHIN THE NOTICE PERIOD.

Once an order has been processed and placed for digital images or portrait products, a cancellation charge of 50% will apply.

## **VIRTUAL OFFICE SERVICES**

All applicants must provide verification identification if requested by the administration office. All applications are subject to acceptance at the discretion of the company. The private addresses may be given under special circumstances and conditions.

The owner of the business or private mail is solely responsible for the correspondence sent to our office. We will not be held liable for any missing mail or missed calls.

UK Website Designers and the Owner reserves the right to deny any applicants dealing with drugs, alcohol, pornography, and money laundering. UK WEBSITE DESIGNERS, STARTBRAND, CYMRU MARKETING, UK DOMAIN BROKERS also will contact the authorities without notice if it is found that these departments are being traded and UK

WEBSITE DESIGNERS, STARTBRAND, CYMRU MARKETING, UK DOMAIN BROKERS Office is being used for these purposes.

Consultations and quotations are free and are carried out by email or telephone or in-person if required. Work can be accepted from the client by email, post, CD-Rom, USB drive, or courier. All work carried out by us will be proofread, however final proofreading of the work lies with the client. For larger projects, a time frame will be negotiated with the client. We do not accept liability or responsibility for the end use of any documents or materials produced or edited by us on behalf of the client. We reserve the right to reject any work which we believe to be unlawful or immoral.

### **Payment Terms:**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers require the client for web hosting, development, and management to set up a direct debit agreement upon commencement of the contract.

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers expect invoices to be paid on time and in full. UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers amount of the invoice.

Payments can be made by cheque or bank transfer or standing order. Set up Fee First Months Packages must be paid for in advance. Thereafter, a package will be valid for 4 weeks from the date of the first request for services. The first request for services must be made within 2 weeks of the date of commencement of service/payment after the agreement of services. A fee of £30 recovery fee will be charged for any returned cheques or direct debits that fail. Failed Direct Debit payments are subject to a late payment charge of £10 and a further £10 for a new setup. Consequential Failed Direct Debit sets ups will incur a £100 recovery fee and the remainder of the year's contract to be paid in full. Further non-compliance of payment recovery will constitute legal action to be instigated without further notice.

Under the Late Payment of Commercial Debts (Interest) Act 1998 where UK Website Designers enters the client into Debt Recovery, UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers reserves the right to charge a fixed debt recovery fee of £100 on top of the 8% interest rate, as well as the demand for the remainder of the contract to be paid in full.



If payments are persistently failing UK Website Designers will publish the website with a temporary landing page stating "the site is down for maintenance". This landing page will be removed when all monies are paid in full.

Project work (pay as you go work) payments will be invoiced on completion of the work and payment is due 14 days from the date of invoice. Any additional costs incurred, for example, editing of images, creating original content, logo design, adding additional content, amending the design of website after original has been agreed on, postage, courier, will be invoiced separately to the client as 'Additional Expenses'.

Overdue invoices may result in interest charges (at the rate of 8%) for the total outstanding per month. In the event of a contract being canceled/terminated, the client agrees to pay the remaining amount of the contract in full.

Domain Names will automatically be revoked and will not be transferred until all payments are settled in full.

Transferring Domain Names cost £25 per domain.

**High Ticket Sales** - Where **High Ticket Assets** are bought and sold it is recommended that payment is done through [www.escrow.com](http://www.escrow.com)

## **GIFT VOUCHER**

WWW.UKWEBSITEDESIGNERS.CO.UK, WWW.CYMRUMARKETING.COM, AND WWW.UKDOMAINBROKERS.COM, VOUCHERS HAVE AN EXPIRY DATE OF 12 MONTHS FROM THE DATE OF PURCHASE. CHANGE IS NOT GIVEN ON PURCHASES THAT COST LESS THAN THE VALUE OF THE VOUCHER PRESENTED. VOUCHERS CAN NOT BE EXCHANGED FOR CASH, CAN ONLY BE EXCHANGED FOR PHOTOGRAPHIC PRODUCTS AT AND RELATING TO IMAGES CREATED BY UK WEBSITE DESIGNERS WE RESERVE THE RIGHT NOT TO ACCEPT ANY VOUCHERS THAT HAVE OR APPEAR TO HAVE BEEN FORGED, DAMAGED, DEFACED, OR OTHERWISE TAMPERED WITH. NO RESPONSIBILITY WILL BE ACCEPTED FOR LOST, STOLEN, OR DAMAGED VOUCHERS. TO DEFACE A VOUCHER WILL RENDER IT INVALID. VOUCHERS CANNOT BE USED IN CONJUNCTION WITH ANY OTHER VOUCHER OR OFFER. THE OWNER AND UK

WEBSITE DESIGNERS RETAINS THE RIGHT TO VARY THESE TERMS AND CONDITIONS.

## **WEBSITES AND APPS**

All content should be ready without any editing on behalf of UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers. Any photos cannot be used as copies from the internet unless you have sole white label rights to re-use them (proof must be given). UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers reserve the right to charge for content and images which are not internet-ready to be published.

Agreements of Website Design can be made verbally at the discretion of UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers which on the launch of the client's website is legal and binding. We also offer a written agreement should the client wish to have all the terms written down.

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers assume that the client has read all the terms and conditions prior to commencing work with UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers and it is not the responsibility of UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers to verify this action.

## **PHOTOGRAPHY**

Product / Corporate photography will be charged at the appropriate prices as seen in the price list published on each corresponding website.

## **LOGOs**

UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers reserve the right to charge a fee for designing the logos of which there is a setup charge followed by 10 proof images to choose from. All Logos on our sites belong to UK Domain Brokers and cannot be used without prior permission.

## **WEBSITE BUILDING POLICY**

UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers will choose the size of the font and typeface to suit the website at their discretion.

A client cannot enforce a font or typeface that would be deemed unsuitable for their website.

A client can however choose a color theme at the start of the build and has a maximum of 3 changes on the Basic Package.

Basic Packages have a limited typeface and rely solely on Google Fonts.

If your selected font is not one of the Google Fonts, UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers & Ju reserves the right to refuse to use any other font other than the choice Google Provides.

UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers will try to use a font as close to their client's preferences but is not obliged to do so, this is at the discretion of UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers to use a font other than their own professional choice.

Customers cannot confuse Google Fonts with Microsoft Fonts as they may vary and cannot be used in building Basic Packages Websites.

## **CHANGES TO WEBSITE**

UK Website Designers & Startbrand allow a maximum of 3 changes to a Basic Starter Package. UK Website Designers reserve the right to charge £20 for each further amendment. For Local, National, Super National, and Global Packages, a maximum of 5 changes are allowed and a further fee of £75 per change will be charged for each amendment thereafter.

## **DELIVERY POLICY.**

We aim to build a website within seven days, any alterations are excluded from the seven-day disclaimer after the foundations have been built and the content uploaded.

PHYSICAL PRODUCTS WILL BE SENT TO UK DESTINATIONS USING STANDARD ROYAL MAIL SERVICES UNLESS OTHERWISE AGREED DIRECTLY WITH [WWW.UKWEBSITEDESIGNERS.CO.UK](http://WWW.UKWEBSITEDESIGNERS.CO.UK) & [WWW.STARTBRAND.CO.UK](http://WWW.STARTBRAND.CO.UK)

## **RETURN & REFUNDS POLICY.**

ONCE THE PRODUCTS HAVE BEEN CHECKED, COLLECTED, AND SIGNED FOR AT OUR STUDIO, NO RETURNS WILL BE ACCEPTED NOR WILL ANY REFUNDS BE GENERATED BY UK WEBSITE DESIGNERS, START BRAND, CYMRU MARKETING, OR UK DOMAIN BROKERS FOR ANY PURCHASES MADE ON OUR WEBSITE FOR SHOOTS OR OTHER PRODUCTS, IF YOU WITHDRAW FROM THAT PURCHASE, WITHIN 14 DAYS, THEN WE WILL REFUND THE COST OF THE SHOOT MINUS COSTS OF PACKAGING, SHIPPING AND CREDIT CARD CHARGES IF ANY.

## **DISRUPTION OF SERVICE**

**UK WEBSITE DESIGNERS, CYMRU MARKETING, UK DOMAIN BROKERS RESERVE THE RIGHT TO CHARGE A FEE FOR DISRUPTION OF SERVICE OF THIS BUSINESS DIRECTLY OR INDIRECTLY BY ANY INDIVIDUAL OR BUSINESS THAT FORCES UK WEBSITE DESIGNERS, CYMRU MARKETING, UK DOMAIN BROKERS NOT TO PERFORM THEIR DUTIES AT THE TIMES SPECIFIED PLACE OF WORK. THE FEE IS £400 PER DAY, £250 HALF-DAY, AND £100 PER HOUR WHATEVER IS THE GREATER. ANY DAMAGES MADE AT THE PROPERTY BY A THIRD PARTY WILL CONSEQUENCE IN LEGAL PROCEEDINGS AND REIMBURSEMENT OF THE COST OF THE ITEMS IN QUESTION. IF IT IS FOUND THAT A THIRD PARTY HAS ATTEMPTED TO GAIN ACCESS OR TRIED TO DELIBERATELY DISRUPT THE SERVICES OF UK WEBSITE DESIGNERS, CYMRU MARKETING, UK DOMAIN BROKERS WILL ENFORCE LEGAL ACTION, SUING THE INDIVIDUAL(S) FOR MONETARY COMPENSATION, WITH A FINE OF £1000, THIS INCLUDES ACCESS TO ALL SOCIAL MEDIA PLATFORMS.**

## **COPYRIGHT AND DATA PROTECTION**

Any individual or organization with access to UK WEBSITE DESIGNERS, STARTBRAND, CYMRU MARKETING, UK DOMAIN BROKERS. Digital Products, i.e. Cameras, laptops, tablets, computers, and smartphones must have written permission from UK WEBSITE DESIGNERS, STARTBRAND, CYMRU MARKETING, and UK DOMAIN BROKERS to copy data. All data is synced and cross-referenced with iTunes and access will verify the owner of the device. If information is then uploaded/shared without the owner's permission ) UK Website Designers reserves the right to prosecute the individual or organization without notice to claim for damages and a breach of company security.

## **DOMAIN NAMES BROKERAGE MARKETPLACE TERMS & CONDITIONS.**

### **1. Introduction**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers is entered into by and between UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers, and you, and are made effective upon the date of your electronic acceptance. This Agreement sets forth the terms and conditions of your use of UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers Domain Marketplace Service (“Marketplace Service” or the “Services”). Your acceptance of this Agreement indicates that you have read, understand, and agree to the terms of this Agreement, along with UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers User Agreement, which is hereby incorporated by reference. Any capitalized terms not defined within this Domain Marketplace Agreement shall have the meaning as described in the UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers. User Agreement. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers may, in its sole discretion, change or modify this Agreement at any time after a reasonable notification period, usually no less than two weeks, and, unless Sedo receives your written objection to the modified terms of the Agreement within the notification period, such changes shall be effective upon posting to the UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers (“Site”). You acknowledge and agree that (i) UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers may notify you of such changes or modifications by posting them to the Site and (ii) your use of the Site or the Services found at the Site after the Effective Date date at the top of this page, shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) the Site or the Services found at the Site.

### **1. Description of Domain Marketplace Service**

UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers, and the Site serve as a trading and auction platform to allow users to offer to sell and buy the registration right to, or exclusive right to register, Internet domain names, with or without associated website content as indicated (collectively, "Domains"). The purchase and sale agreement for any Domain is by and between the Buyer and Seller parties only. UK Website Designer, Start brand

& UK Domain Brokers' involvement post-agreement is limited to collecting a fee for services provided, or as otherwise agreed by all parties.

BEFORE ENTERING INTO A BINDING AGREEMENT TO PURCHASE A DOMAIN AND/OR ACCESSING UK WEBSITE DESIGNERS, STARTBRAND, CYMRU MARKETING, UK DOMAIN BROKERS SITE, AND SERVICES, YOU MUST PERFORM AND ARE RESPONSIBLE FOR, ALL RESEARCH NECESSARY TO ENSURE THAT YOU ARE AWARE OF ANY FACTORS AFFECTING YOUR REGISTRATION AND USE OF THE DOMAIN OR USE OF THE DOMAIN WITH UK WEBSITE DESIGNERS, START BRAND, CYMRU MARKETING, UK DOMAIN BROKERS SITE, AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE APPLICABLE ANNUAL REGISTRATION FEES, CHARGED BY AN ACCREDITED REGISTRAR, REQUIRED TO MAINTAIN YOUR REGISTRATION AND USE OF THE DOMAIN, THAT YOUR PROSPECTIVE USE OF THE DOMAIN WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTIES, AND THAT YOU HAVE ALL THE INFORMATION NECESSARY TO MAKE AN INFORMED PURCHASING DECISION.

### **1. Fees and Related Costs**

Except as otherwise noted, UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers do not charge Buyers a fee for purchasing a Domain with UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Marketplace Services. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers charges Sellers a fee for sales originating and/or completed as a result of UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers Services. UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers standard fees, and any changes will be posted to our Price List and will be binding on the effective date noted on the Price List.

#### **Escrow**

Domain Brokering transactions are strictly made through [www.escrow.com](http://www.escrow.com) all fees are payable by the buyer. We do not negotiate or split the fees, it is the buyer's responsibility to pay all the fees.

#### **Taxes**

The buyer and seller need to declare all earnings to their own country origins. All Taxes remain the responsibility of all parties including the buyer and the seller. UK Website Designers will pay their own taxes where ever applicable.

## **1. Domain Marketplace Terms of Use**

As provided in this Agreement and inapplicable posted policies, UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers offer its registered Users a domain trading platform ("Domain Marketplace") whereby Domain owners ("Sellers") may list, market, auction, and sell Domains to buyers, and whereby domain buyers ("Buyers") on the Site and promotional partner network may search, bid, and purchase domains from their owners.

Users wishing to list their Domain for sale start by choosing the listing type as described below in Section 4.2. Users seeking to buy Domains may enter search terms on the Site to query the Domain Marketplace for relevant Domain listings and then either submit a bid with an offer to buy or accept the Seller's stated price. These bids and the responses of the Sellers and Buyers will be forwarded to the other party free of charge via the email addresses provided as part of User registration. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers cannot guarantee that any particular bid or response will be transmitted to, and/or received by, the intended recipient. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers act here neither as a Buyer nor Seller, neither as a lessee nor lessor nor as the representative of any of the above-mentioned parties and assume no responsibility for the contents of a Seller's Domain listing or a Buyer's offer for a Domain.

Not all domain extensions are alike, and certain top-level domains ("TLDs") carry abnormal registration policies, restrictions, prices, and other associated fees. The buyer and seller are responsible for conducting all research necessary to make themselves familiar with the rules, regulations, and fees of the associated registrar for the contemplated Domain prior to entering an agreement to purchase or sell a Domain. Buyer and Seller agree that UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers shall not be held responsible or liable in any way for any registration policies, prices, or fees associated with a Domain and that either party's lack of awareness of such shall not be grounds to invalidate a purchase and sale agreement.

In the event that a Seller and Buyer negotiate an agreement for the purchase and sale of a Domain via the Domain Marketplace, the Buyer and Seller agree that the terms of the purchase and sale will follow the standard online purchase and sale agreement supplied by UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers and available for review here. In addition, Buyer and Seller agree to use UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Domain Transfer Service, which is provided free of charge for all sales completed on the Domain Marketplace, to manage the steps necessary to close the transaction in accordance with the terms of the respective purchase and sale agreement.

## **4.1. Domain Marketplace Rules and Requirements**

At all times Buyers and Sellers remain bound by the terms and conditions of this Domain Marketplace Agreement and those policies related to the listing, negotiating, buying, and selling Domains on the UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Domain Marketplace where posted on the Site or found in the Policies section of the Site. Each UK Website Designer, Startbrand, Cymru Marketing, and UK Domain Brokers User is limited in the number of Domain negotiations ("Open Bid Threads") in which they may participate simultaneously, depending on their User Account certification status. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers make no representations or warranties regarding the features of Domains listed on the Domain Marketplace. This shall apply particularly, but not exclusively, to visitor statistics, traffic statistics, and the precise alphanumeric composition of a Domain.

### **4.1.1. Legal Relationship between UK Website Designer, Start brand & UK Domain Brokers, Cymru Marketing, Buyer and Seller**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers are neither owners of the Domains listed in the Domain Marketplace, nor does it have any influence or control on the business conducted among Users of the Domain Marketplace. The responsibility for the content of Domain listings, including the accuracy of any statistics, whether measured and displayed by UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers, or otherwise, lies exclusively with the respective Sellers. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers shall not be liable for legal transactions or other acts of Domain Marketplace Users. This also applies to any violations of rights of a third party through the use of UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Services, including, but not limited to, the listing of a Domain in the Domain Marketplace that infringes intellectual property rights, rights of the use of a name, and trademark rights. Buyer and Seller agree that UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers shall not be held responsible for the failure of either party to a purchase and sale agreement to complete their obligations under such an agreement and that UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers, as the neutral facilitator of the Domain Marketplace and associated Services, shall not be subject to any claims arising from the attempted purchase and sale of Domains.

### **4.1.2. Binding Offers**

If, during the course of an Open Bid Thread a User makes an offer, which if accepted would result in a binding purchase and sale agreement, or at any time a prospective buyer makes an offer for a Buy Now listing below the Seller's stated price, then he/she is bound to this offer for 168 hours, which corresponds to seven days from the time when the offer was rendered, unless, when available as an option, a prospective Buyer has chosen a different duration of time at the time of submitting their offer, of which the Seller will be notified. ("Offer Period"). Likewise, if, during the course of an Auction, a User makes an offer, which if accepted would result in a binding purchase and sale agreement, above the original bid or Reserve Price then he/she is bound to this offer for the length of the Auction Period.



Due to the binding nature of offers to purchase or sell Domains, Users should review the Domain listing carefully and perform all necessary research on suitability for intended uses to avoid any misunderstanding before submitting a binding offer. Once an offer is submitted a User is responsible for all resulting obligations to purchase or sell a Domain once a binding offer has been accepted. The Buyer's offer shall lapse if the other User rejects the offer, accepts another User's offer, submits a counter-offer, or the binding time period is allowed to lapse. A belated acceptance of the offer or a counter-offer shall be considered to be a new offer.

#### **4.1.3. Taxes, Currency, & Purchase Price Conversion**

All prices quoted between Users during the negotiation or auction processor used by Seller in Buy Now listings or Minimum Offer preferences are understood to be end prices including any applicable taxes. During the bidding process, Users have the opportunity to select the currency for offers or counter-offers for Domains. As soon as both parties have used the same currency for the offer and the counter-offer within an Open Bid Thread, this currency shall become the controlling currency until the conclusion of the negotiating process.

The purchase price for the Domain shall be a price in the currency upon which agreement has been reached through the timely acceptance of an offer. This purchase price in the agreed-upon currency shall form the basis for the execution of the purchase and sale agreement between the Buyer and the Seller as well as formulating any fees owed UK Website Designer, Start brand & UK Domain Brokers. If the agreed-upon currency is not identical with the currency originally selected by the User or with the default currency preference as indicated by or assigned to the User in his/her User Account, then a conversion of the purchase price into the default currency shall automatically occur at the moment the parties reach an agreement. The exchange rate used by UK Website Designer / UK Domain Brokers for this conversion shall be determined in accordance with the exchange rate of the European Central Bank which was valid at the point in time the agreement was reached, rounded to five (5) places behind the decimal point. The result of any conversion in accordance with this section, including the calculation of any fees owed to, UK Website Designer, Start brand & UK Domain Brokers shall be commercially rounded, dependent upon the currency assigned to the User, to full US dollars (USD) or full Euros (EUR) or full British pounds (GBP). The result of commercial rounding shall be the purchase price of the User in the currency selected by the User or assigned to the User.

#### **4.1.4. UK Website Designer / UK Domain Brokers Right to Cancel Open Bid Thread or Auction**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers reserve the right at UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers' sole discretion to cancel an Open Bid Thread or Auction at any time, before or after the start of the Offer Period or Auction Period, including, but not limited to, violations of the terms of this Agreement, if the offered Domain risks infringing the intellectual property rights or other rights of a third party. If the Open Bid Thread or Auction Period is canceled, any binding or

contractual relationship between the Seller and the highest bidder and/or the person who made the last offer shall be nullified.

#### **4.1.5. Rejected and/or Blocked Domain Listings**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers reserve the right, at any time and at their sole discretion, to reject the listing of any Domain on our Domain Marketplace or to remove and blacklist Domain listings that have already been entered, without prior warning, without giving any reasons and at any time, especially in the case of User's violation of this Agreement, or suspected violation of third party rights concerning a Domain, or suspected violation of applicable laws.

#### **4.1.6. UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Right to Eliminate Offers**

##### **4.1.6.1. Deleting Bids Made in Error**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers reserve the right to delete individual bids during an Open Bid Thread or Auction Period if it believes that such bids were placed clearly erroneously, by mistake, or were determined not to be a bona fide firm offer. A mistake on the part of the User must be reasonably obvious. The User must communicate the mistake to UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers, in writing and within a reasonable amount of time. Users may not claim mistakes with the purpose of interfering with or circumventing the completion of a transaction. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers may suspend the User's account at any time if the User is found to have falsely claimed a mistake during an Open Bid Thread or Auction Period. In the case of bids canceled during an Auction Period, should UK Website Designers, Startbrand, Cymru Marketing, or UK Domain Brokers invalidate a current high bid, the next highest bid shall take the place of the active high bid with all due obligations should such bid remain the high bid at the close of the Auction Period?

##### **4.1.6.2. Deleting Bids Made Fraudulently/Offer Verification**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers reserve the right to delete individual bids during an Open Bid Thread or Auction Period if it believes that such bids were fraudulent, fake, "shill" bids, or were determined to not to be a bona fide firm offer. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers reserve the right to contact you to verify your identity, and the validity of the bid, as well as request documents to support the validity of your bids. If UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers are not able to verify the information in a reasonable amount of time, please be advised that UK Website Designers, Startbrand, Cymru Marketing,

and UK Domain Brokers have the right to delete the bid without objection. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers may suspend the User's account at any time if the User is found to have placed a fraudulent bid during an Open Bid Thread or Auction Period. In the case of bids canceled during an Auction Period, should UK Website Designers, Startbrand, Cymru Marketing, or UK Domain Brokers invalidate a current high bid, the next highest bid shall take the place of the active high bid with all due obligations should such bid remain the high bid at the close of the Auction Period?

#### **4.1.7. Availability**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers in no way guarantee, represents, or warrant that the Site and/or specific web page on which bids can be placed ("Bidding Page") during an Open Bid Thread or Auction Period will always be accessible. If a Bidding Page is not accessible, the Seller may not, in the future, refer to a potentially higher bid during this time period as justification for not following through with a sale. Furthermore, a potential bidder may not argue, for the same purposes, that he would have been the highest bidder for a Domain if the Site and/or Bidding Page had been available.

With regards to all UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Auctions, including Managed Auction Events, such as broker-assisted auctions, promotional auctions, or auctions held at affiliate websites, in the case of technical issues which may occur within the UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers servers, networks, or other mechanisms, UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers may, to the extent they are within UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers control, take actions reasonably necessary to remedy such issues as they occur. Such actions include, but are not limited to, extending the Auction Period, rescheduling or canceling such Auctions.

#### **4.1.8. Publication Rights**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers collect Domain and sale price information for the purposes of utilizing the data to improve its services and promote the value of Internet domain names to the public. While no personally identifiable information is included, the Buyer and Seller agree that UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers shall retain the right to publish the name of a Domain sold as well as the respective purchase price on the Site or in other places for reference purposes. Notwithstanding the foregoing, UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers may choose to charge a fee to waive its publication rights, as described in this section, in an amount posted on the UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Price List.

#### **4.1.9. Contacting Prospective Buyers and/or Sellers**

Notwithstanding the terms of UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Privacy Policy, UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers reserves the right to contact prospective Buyers and Sellers to help both Users reach a mutually agreeable conclusion to their negotiation. Likewise, in the event a User lists, views or makes an offer for a Domain where another User has hired UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Domain Brokerage Service to represent them in negotiations to either sell or acquire the respective Domain, the unrepresented User agrees that UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers may utilize their Account information to contact them on the represented User's behalf.

## **4.2. Domain Listing Options**

Sellers have several listing options when offering Domains for sale on the Domain Marketplace: Buy Now, Make Offer, or Auction. Sellers may delete their Domain listings from the Domain Marketplace at any time without cost unless their Domain is subject to an Open Bid Thread or Auction, has been sold, is pending payment and/or transfer, and/or is subject to a brokerage agreement.

### **4.2.1. Buy Now and Make Offer Listings**

Sellers may submit a 'Buy Now' Domain listing by submitting or updating their Domain listing in their Account to include a fixed price that serves as an open-ended offer to Buyers on the Domain Marketplace to sell the Domain at the indicated price without negotiation. This offer to sell the Domain at the indicated price shall remain binding until the Seller updates the respective Domain listing in their UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers Account with a different fixed price offer or an alternative listing type, and this update has been reflected on the Domain Marketplace. Seller's Domain prices indicated in Buy Now listings are considered to be the end price for the Buyer, including any applicable taxes. When available, Buyers on the Domain Marketplace may still submit an offer to the Seller below the binding Buy Now price indicated by the Seller, which Seller can either ignore, accept, or respond to by adjusting their Buy Now price expectations.

If a Seller does not state a fixed sales price when listing a Domain in their Account for sale, the Domain listing will default to a 'Make Offer' listing and will serve as an invitation for other Users to submit an offer and negotiate for the purchase and sale of the Domain that is the subject of the Domain listing.

Sellers may submit a 'Minimum Offer' preference for their Domain listing by submitting or updating the Domain listing in their Account to include a minimum price at which Seller is willing to consider offers. A Minimum Offer indication on your Domain listing serves as an invitation for other Users to submit an offer in excess of the stated amount to negotiate for the purchase and sale of the Domain that is the subject of the Domain listing.

Please note, Buy Now and Make Offer Domain listings are automatically promoted on the UK Website Designer, Start brand & UK Domain Brokers Site and the websites of UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers promotional partners based on the listing preferences of UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers partners, which are subject to change from time to time without prior notice.

#### **4.2.2. Auction Listings**

UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers provide Sellers two distinct options for selling their Domain in a public auction that occurs on the UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Site or is otherwise moderated by UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers ("Auction").

First, Sellers may submit their Domain for consideration to be chosen for a UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers managed auction event that UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers may stage from time to time at its own discretion. Sellers are instructed to apply for the Auction event via the Domain Management tool in their UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers User Account, review, and accept the related Managed Auction Event Agreement. UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers will review all Domain submissions for suitability with the managed auction event. If your Domain is accepted, you will be notified and the Managed Auction Event Agreement, as well as any Auction procedure terms of this Agreement, shall apply.

As described below, the second set of Auction listing options for Sellers are made available upon either a prospective Buyer entering an offer for the Seller's Domain via the Domain Marketplace or upon the Seller paying a Direct Auction Fee, as described on the UK Website Designer, Start brand & UK Domain Brokers Pricelist.

UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Auction bidding periods during which additional offers may be submitted to purchase the Domain from different potential buyers traditionally end seven (7) days following the entry of the initial bid that permitted the seller to start the auction or payment of the Direct Auction Fee ("Auction Period"). Upon approaching the close of the Auction Period, the Auction Period will extend for ten minutes each time a valid offer is placed within the last five minutes of the Auction Period. Upon the conclusion of the Auction Period, Seller agrees to sell the Domain to the winning bidder or to the initial bidder if no offer is made in excess of the initial bid.

Seller agrees to accept the highest offer made during the Auction Period so long as UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers did not cancel the Auction Period in accordance with these terms and conditions. Once the Seller enters a Domain as an Auction, he is prohibited from offering or selling this Domain anywhere else other than within that Auction.

#### **4.2.2.1. Push-to-Auction**

Once Seller receives an offer for their Domain, they may choose the option to “push” the Domain into a public Auction, rather than proceed in a traditional offer/counter-offer negotiation with the initial bidder. Once the Seller chooses the option to push the Domain to an Auction, the Auction Period, as defined below, has commenced and Seller accepts the offer from the initial Buyer as their binding reserve price for which the Seller is willing to sell the Domain ("Reserve Price"). During this period, other prospective Buyers may use the Auction platform to make offers to buy the same Domain for an amount of money higher than the initial bid used to initiate the Auction. Should no other Buyers submit an offer to buy the Domain at a price higher than the initial bid, the initial bidder's offer is automatically accepted and the Auction Period closes with the initial bidder as the winning Buyer. If no offer is made during the Auction Period and UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers did not cancel the Auction, a legally binding contract exists between the Seller and the initial prospective Buyer who placed the original offer used to push the Domain to Auction.

Please note, while generally, an Auction Period will run for seven days, however, because a Seller may choose to select the Auction option at any time after an initial bid has been made, it does not mean that the Auction Period must run for seven days from the time Seller selects the Auction option, but from the entry of the initial bid by a potential Buyer. Therefore, if the Seller selects the Auction option two days after a potential Buyer enters an offer, the Auction Period will only run for five days.

#### **4.2.2.2. Direct Auctions**

Upon paying a Direct Auction Fee, Seller may commence an Auction Period prior to an offer being submitted for their Domain and the following additional conditions shall apply. Sellers may set a price of their own choosing as their binding Reserve Price. During the Auction Period, the current highest bid will be indicated on the Bidding Page. In addition, it will be indicated on the Bidding Page if the current highest bid is lower than the Reserve Price, though under no circumstances will the Reserve Price ever be revealed. If the Reserve Price is not reached within the Auction Period, the Domain will not be sold to any of the potential Buyers. The Seller reserves the right to lower his Reserve Price during the Auction Period but may not raise the Reserve Price under any conditions.

#### **4.2.2.3. Offers to Purchase Domains in Auction**

During the Auction Period, the highest offer made on a particular Domain will be indicated on the Bidding Page via the Site. Prospective Buyers can then enter the Auction by placing higher offers. All offers are firm offers to buy the Domain for the offered price in accordance with the conditions of the purchase and sale agreement for the Domain. If valid higher offers are placed during the Auction Period, and Sedo did not cancel the Auction, a legally binding contract exists between the Seller and the prospective Buyer who placed the highest bid as reflected at the end of the Auction Period. The resulting purchase and sale contract exists whether or not the UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Bidding Page is available at the end of the Auction Period. In the case of bids canceled during an Auction Period, should UK Website Designers, Startbrand, Cymru Marketing, or UK Domain Brokers invalidate a current high bid, the next highest bid shall take the place of the active high bid with all due obligations should such bid remain the high bid at the close of the Auction Period?

#### **4.2.3. Buyer and Seller Terms Applicable to all Listing Types**

The following Buyer and Seller duties and obligations apply to your use of UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Domain Marketplace, and Auction platform.

(a) Buyer and Seller agree to create and maintain a User Account and to fill out the registration form completely and accurately. The Domain Seller must be the verified owner of the registration, or exclusive right to register, the Domain name listed for sale. Unless the domain owner has a privacy shield for WHOIS database purposes, information provided within the UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers User's account must correspond to the information contained in the WHOIS database provided that Users may be asked, at UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers discretion, to provide sufficient proof of their right to list a respective Domain for sale on the Domain Marketplace.

(b) Should the registration of a domain that is the subject of a purchase and sale transaction be at risk of expiring with its relevant registrar, or if the expiration date lies within the next sixty (60) days from the date when an agreement is made for the purchase and sale of the Domain, Seller agrees to renew the Domain's annual registration and is solely responsible for any costs or fees associated with such renewal. Buyer and Seller are each respectively responsible for any related fees charged by his/her registrar and/or service provider.

(c) Domains are the result of and are subject to, all of the conditions, limitations, and restrictions contained in Domain registration agreements between the Seller and their third-party Domain registrar or reseller. As such, the transferability of Domain registration may be limited, prohibited, or otherwise subject to conditions imposed by the Domain registrar or service provider. Nothing in this Agreement or on the Site shall be construed to imply that the Seller possesses any rights to a Domain beyond those specified in the Seller's agreement with

the relevant Domain registrar or reseller. When referencing a Domain as the object of a purchase and sale transaction within these terms, Domain shall refer to any rights the Seller may possess with regard to the registration of a particular Domain under its Domain registration agreement with a Domain registrar at the time of agreement. Any content or material associated with a developed website that is the object of a purchase and sale agreement must be materially described in the Seller's listing or negotiation history to be subject to the relevant purchase and sale agreement.

(d) As a Seller of a Domain listed on the Domain Marketplace and/or Auction, you represent and warrant that: (i) you have registered, or have the exclusive right to register, the Domain with an appropriate Domain registrar or other registration authority; (ii) your registration rights to the Domain are current and not subject to deletion, cancellation, rescission, or deactivation by any applicable Domain registrar or other registration authority; (iii) you have not taken any action that would impair your ability or right to transfer the Domain registration right and no such action has been taken against you; (iv) the Domain has not been used in such a manner as to infringe the rights of any third party, including, but not limited to, trademark, naming or publicity rights; (v) the Domain is not the subject of any legal disputes or proceedings challenging your right to register or use the Domain; (vi) you will accurately describe the subject listing; (vii) you own and have the right to sell the content, if applicable, that you have included in your listing as part of your Domain; and (viii) if your offer to sell and transfer the Domain is accepted, you will complete the transaction with a ready, willing, and able Buyer. You will not, under any circumstances, list or transfer the rights to any Domain that you do not have sufficient rights to transfer, or that is illegal to transfer under applicable law.

(e) The Seller agrees not to list any Domains that violate any of UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers posted acceptable use policies and accepts that UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers may refuse to list, or remove the listing for, any Domain that, in UK Website Designer, Start brand & UK Domain Brokers sole discretion is deemed inappropriate for the Services. This may include, but is not limited to, Domains that may potentially infringe or violate the proprietary rights of any third person or any other Domain, or which, in UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers sole discretion, is inflammatory, offensive, or inappropriate and inconsistent with UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers general policies or acceptable use terms.

(f) The Seller of a Domain agrees not to enter a bid for his/her own offer and not to instruct other persons to do so. In addition, any user manipulation of Domain listing statistics is prohibited, including, but not limited to, manipulating or otherwise falsely inflating traffic statistics represented to Buyer during the course of negotiation or which are measured and displayed by UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers.

(g) You will not yourself, nor will you allow or enable another, to directly or indirectly interfere or attempt to interfere with the operations of the Site or the Services.



(h) You understand and agree that UK Website Designers, Startbrand, Cymru Marketing, and UK Domain Brokers comment system cannot be used to communicate with the Buyer and/or Seller with the purpose of circumventing UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers user agreement and/or to alter/augment sales of domains, avoid commission, or alter the terms of the purchase and sale, besides the inclusion of website content, which shall not be included in UK Website Designers, Startbrand, Cymru Marketing, UK Domain Brokers Domain Transfer Service and must be transferred between Seller and Buyer directly. Misuse of the comment system to communicate contact information such as phone numbers, email addresses, or any other means of communicating outside of the Domain Marketplace comment system is strictly forbidden and a material breach of this Agreement.

The Seller agrees to keep any data they have added to the Domain Marketplace up-to-date. If a domain has been sold or if the Seller no longer retains registration rights to the Domain, he/she is to immediately remove the respective Domain from their User Account. Furthermore, the Seller agrees to remove a Domain from the Domain Marketplace and/or Auction immediately if a warning has been issued, or as soon as any notice or knowledge has been received that the rights of a third party or applicable laws could be violated by the listing. This shall apply until legal clarification of the situation has been made.

## **QUESTIONS**

**If you have any questions please email us: [info@ukwebsitedesigners.co.uk](mailto:info@ukwebsitedesigners.co.uk)**

**Last Update:** 28/06/2022