

Supplementary Web Hosting Questionnaire

WEB HOSTING/REGISTRATION OF INTERNET DOMAIN NAMES

1) Do you provide Web hosting services?

YES NO

(If **NO**, please go straight to Question 7).

2) Do you provide host web sites for clients who are reliant upon their site to conduct business?
If so, please give details.

YES NO

3) Do you exclude liability within your standard terms and conditions for loss of turnover, sales, revenue, profits or indirect, consequential or special loss?

YES NO

4) Do your standard terms and conditions contain an 'acceptable use' clause with a provision giving you the right to suspend the service immediately in the event of a breach or suspected breach by your client?

YES NO

5) Please describe your policies and procedures for:

- (i) identifying that a complaint has been made or received about the content of any web site with which you have an involvement

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(ii) removing that content or preventing access by others to that site:

(iii) issuing an apology where appropriate:

6) Do you obtain an indemnity from your client under your terms and conditions for any claims made against you arising from the content of your client's web sites?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7) Do you register Domain Names on behalf of your clients?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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8) If **YES**, does your contract specify that your client has full responsibility for the renewal of the Domain Name?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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9) If **NO** to the above, please give details of your procedures and diary systems in place to ensure that Domain Names are not allowed to lapse without your client's knowledge and consent.

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10) Does your contract make clear that:

(i) The contract for the registration is between your client and the appropriate Naming Authority?

YES NO

(ii) You are acting as the client's Agent

YES NO

(iii) Your client is bound by the terms and conditions of the Naming authority (attaching a copy of these for your clients attention)?

YES NO

(iv) You cannot guarantee that you will be able to register any requested Name and that until you have given specific confirmation of registration the client cannot assume that registration has been effected?

YES NO

(v) You give no warranty that the Internet Domain Name requested will not infringe the rights of any third party and that the client indemnifies you in respect of any such infringements?

YES NO

11) Have you obtained legal advice in the drafting of your contractual terms and conditions?

YES NO

If **NO** to any of the above please explain why not.

SIGNED: DATED