



## Web Hosting/Domain Name Registration Questionnaire

### Web Hosting Section:

- 1) Do you provide web hosting services? Yes/No

(If 'Yes' please answer the rest of this section, if 'No' proceed to Domain Name Registration Section)

- 2) Have your contractual terms and conditions been drafted by a qualified legal professional? Yes/No
- 3) Do you host websites for clients who are dependant upon their site to transact business? Yes/No

If so please provide full details below:

- 4) 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
- 5) 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
- 6) Please describe your policies and procedures for:

- i) Identifying that a complaint has been made or received about the content of any website with which you have an involvement:

- ii) Removing that content or preventing access by others to that site:

iii) Issuing an apology where appropriate:

7) 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 websites? Yes/No

**Domain Name Registration Section:**

- 1) Do you provide domain name registration services? Yes/No  
(If 'Yes' please answer the rest of this section, if 'No' proceed to the end)
- 2) Have your contractual terms and conditions been drafted by a qualified legal professional? Yes/No
- 3) Do your contractual terms and conditions specify that:
  - i) your client has full responsibility for the renewal of the domain name? Yes/No
  - ii) the contract for the registration is between your client and the appropriate naming authority? Yes/No
  - iii) you are acting as the client's agent? Yes/No
  - iv) your client is bound by the terms & conditions of the naming authority (a copy of which is attached for their reference)? Yes/No
  - v) 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
  - vi) 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 such infringements? Yes/No

If the answer to any of the above is 'No' please explain why below:

Signed.....

Dated.....