

Terms of Services

Introduction

These Terms of Service, together with the applicable general Top Level Domain (gTLD) and country code Top Level Domain (ccTLD) Policies constitutes the entire agreement between IstanCo IST and domain name registrant (owner of the registration). Prior to registration or renewal of a Domain Name, or any other domain management activities, including the transfer of any Domain Name to IstanCo IST as the Registrar of record, IstanCo IST requires you to have accepted these terms and the applicable gTLD and ccTLD Policies. IstanCo IST is obliged to enable users to use services in the best possible way, including the operation of server and customer support. The User will use our services at their own responsibility. IstanCo IST does not provide any guarantees nor is it responsible for any damages caused by the services rendered.

Your obligations

You agree that:

- 1. You have read and understand these Terms of Service and the relevant ccTLD Policies, and agree to be bound by them.
- 2. You have and will satisfy yourself that the use of the Domain Name will not infringe the legal rights (including, without limitation, the intellectual property rights) of any third party. You agree to protect each Relevant Party from any such claim.
- 3. You will make sure all information you give IstanCo IST is accurate and complete, keep IstanCo IST informed of changes to any information you give us, and that you have the authority to enter into this agreement.
- 4. You will only use the Services for lawful purposes.

- 5. You will ensure that any Domain Name registered by you does not interfere with other users of the Internet.
- 6. You will keep the Registrant ID, and any passwords associated with the Domain Name, together with any other security provided to you in connection with the Domain Name (Password Information, confidential, safe and secure. IstanCo IST is not responsible for the misuse of any Password Information whether by yourself, or, by any other person (including, without limitation, any employee or contractor of IstanCo IST).

Registration of a Domain Name

You agree that:

- 1. Registration of a Domain Name by IstanCo IST is carried out on a "first come, first served" basis.
- 2. Registration of a Domain Name confers no property or ownership rights to that Domain Name.
- 3. The Domain Name is registered in your name only because no other person has it according to the records of the Register.
- 4. The entry of a domain name in the whois database will not be taken as evidence of anything other than the registration of the Domain Name.
- 5. IstanCo IST will not become involved (whether directly or indirectly) in any dispute pertaining to the Domain Name and where a conflict arises between Name Holders or prospective Registrants about the Domain Name registration, those parties must resolve the issue independently of IstanCo IST.
- 6. The details held in the Register shall be treated as correct and as the authoritative record.
- 7. IstanCo IST does not accept any responsibility for the content of a Name Holder website and IstanCo IST shall not be obliged to enforce the removal of content from a website.

- 8. Confirmation of your order does not guarantee that the domain name has been successfully registered. We will not accept any responsibility, nor provide any guarantee that the domain name has been successfully registered until we receive registration confirmation from the registry. When a domain name has been successfully registered, a confirmation email will be sent to you confirming the successful registration.
- 9. The availability and price information we return for a given domain name is an indicator only, based on the information available to our systems at the time of checks and dependent on third-party systems. As such we cannot accept any responsibility for the accuracy or inaccuracy of availability and pricing checks.
- 10. In the event a given domain name is unavailable for registration, we will contact you regarding your wishes and your options relating to any payment already made to us for this order

Web and Email Services

You agree that:

- 1. Not to use web hosting packages and VPS servers for sending spam texts and email messages (SPAM), and store pirated content on the IstanCo IST servers.
- 2. IstanCo IST is not held responsible for the content the User has on the server.
- 3. Users are not allowed to keep the adult or pirated content on the IstanCo IST hosting or servers.
- 4. Users shall, on a daily basis, make/have made backup copies of all data he transfers to the Provider's server and that may not actually be stored on the server. In the event of the loss of data the User shall re-upload the affected data files to the Provider's server and restore the configurations

Cancellation of a Domain Name or a Web and/or Email Service

You may cancel a Domain Name or any Web and Email Service at any time by notifying IstanCo IST in writing.

You agree that:

- 1. on receipt of such notice, IstanCo IST will cancel the relevant Domain Name and/or cancel the relevant Web and Email Service; and
- 2. IstanCo IST may, in its sole discretion, cancel a Domain Name and any additional services such as Web and Email Services provided to you by IstanCo IST in respect of that Domain Name upon 21 days notice where you fail to pay any fees that are due to IstanCo IST.
- 3. Either party may terminate this agreement and cancel the Domain Name on one month written notice to the other party.
- 4. The parties agree that these Terms of Service will expire where the Registrant Domain Name licence expires and is not renewed by the Registrant prior to the deletion of the Domain Name.

Payment and Refund

Services offered by IstanCo IST are paid on a monthly and annual basis. All fees are payable in advance unless specified otherwise.

Any misuse of resources will be recognized at shortest notice. Users acting whose incurs costs to IstanCo IST are obliged to settle them accordingly. The User is entitled to cancel the services of IstanCo IST, while IstanCo IST is not obliged to refund the fees to the User. If the User exceeds the resources allowed, he/she is required to pay for it accordingly.

Service may be terminated if the fee is not settled properly.

Refund is available if User is not satisfied with the service, where he/she is obliged to inform IstanCo IST about that within 30 days. **Refund in case of domain registration is not available.**