

Terms & Conditions

“ukmailexchange.com” is a brand of Skymatrix, a provider of internet related services. These conditions set out the terms under which Skymatrix will provide services to its clients. It is a legal agreement and sets out the client’s rights and obligations, and those of Skymatrix. To complete the order process, the client must acknowledge that they have read, understood, and agreed to be bound by all the terms and conditions of this agreement. Skymatrix reserves the right to supplement these conditions from time to time.

These Terms and Conditions supersede all previous Terms and Conditions

Definitions

"Skymatrix"

Owner and operator of “ukmailexchange.com” address: Skymatrix (ukmx), PO Box 1054, Cheltenham, Gloucester, GL50 9JQ. Tax No. 3049240646

"Agreement"

the agreement between Skymatrix and the Client for the provision of Services formed by these Conditions and the Order Confirmation(s)

"Client"

as identified on the Order Confirmation

"Fees"

the charges due to Skymatrix under the Agreement in relation to the Services, as set out on the Order Confirmation

“Term”

a term is one year or 365 days from the day of the account activation

“In-house Domain”

a domain name owed exclusively by Skymatrix

“account”

a point at which mail is received this can be a mailbox or redirect account

“sub address”

an email address of an account

1. Description of the Service

1.1 "ukmailexchange.com" provides domain name registration and email services. Where a domain name is registered it will be done so with the intended use of email only. A domain name registration will not be necessary where an in-house solution is chosen. The email service provides clients with the ability to send and receive electronic mail ("email") using the Internet, in order to use the mentioned service the client requires an internet connection this is the sole responsibility of the client and not of Skymatrix.

2. Payment

2.1 All fees are payable to Skymatrix subject to the following conditions.

2.2 All fees are to be paid in advance with no set off or deduction and will not be refundable in whole or part if the agreement or relevant part is terminated during the term or period to which the payment relates.

2.3 Online Payments. All payments are to be made using the credit card and debit card online facility which operates transactions via a secure server. This purchase will appear on a statement as: SKYMATRIX

2.4 Transaction security. In order for the clients to complete their online payments they will be prompted to enter their card details as well as the security code (CVV) in order to prevent fraud.

2.5 Once Skymatrix has received the clients purchase full payment will be taken and their order will begin to be processed.

2.6 Upgrades. Email account upgrades can be made during a term although the renewal date of the account will not be altered. Therefore the upgrade will only be in effect from the day of the upgrade until the day of the original account renewal date. Where an upgrade conflicts with the current account setup the upgrade will supersede the previous and no refund will be given (e.g. if a sub address of an account is upgraded to a full account it will be removed first with no refund).

2.7 Renewals. Skymatrix will issue renewal reminders by email to its clients prior to the renewal date, although it is the sole responsibility of the client to renew the account. If the account is not renewed Skymatrix will allow a minimum grace period of 2 weeks from the renewal date after which the account will be terminated without further communication. Where a domain name registration renewal is necessary it must be completed prior to the renewal date otherwise the client risks being unable to renew the domain.

3. Confidentiality

3.1 In order for clients to complete their transaction sensitive information needs to be passed to Skymatrix. This information will be stored securely and only kept while necessary.

3.2 All sensitive client data collected on this site is used only for the purpose of completing the transaction. Transaction information is transmitted to our payment gateway using 128 bit SSL encryption.

4. Service Delivery

- 4.1 On completion of the transaction the client will be supplied a hyperlink by Skymatrix which will lead to a page containing the clients invoice / order confirmation.
- 4.2 Skymatrix aims, but does not guarantee, to deliver all services within 72 hours of invoice. Skymatrix will notify clients if there is an unreasonable delay.
- 4.3 The client should print & retain a hard copy of the invoice / order confirmation as described in point 4.1.
- 4.4 Skymatrix will respond to any enquiries to the clients order within 2 business days.

5. The Provision of the Service

- 5.1 Where a domain name is registered the client owns and has full rights to this domain. If a change of register is required, this will be done, although there will be a small administration charge at the discretion of Skymatrix.
- 5.2 Where an in-house domain is used by an account the client does not have exclusive rights over this domain name which remains the property of Skymatrix. Skymatrix reserves the right to withdraw any of its domain names without warning.
- 5.3 The client agrees to provide accurate, current and complete information in the registration process and ensure these details are up-to-date at all times. If any information provided by a client is false or inaccurate, Skymatrix retains the right to terminate the client's account(s) and rights to use the service.

6. Use of the Service

- 6.1 The Client acknowledges that they may use their service for personal or business use but do not have the right to resell, abuse, or use this service for any illegal purpose.
- 6.2 Abuse of Service. The definition of abuse is at the sole discretion of Skymatrix. Skymatrix takes any claims that a client has or is misusing their service seriously; this includes, but not limited to, spamming, harassment or sending illegal material or operations. If such a report is received the claims will be investigated and the relevant accounts maybe suspended whilst this takes place. If the claims are found to be incorrect and the account has been suspended it will be immediately reactivated and term will be extended for the period it was not active. If the claim is found to be correct the account will be terminated, no refund will be issued and information will be provided to the appropriate authorities (if required).

7. Service Security

- 7.1 Each client will receive a password for each account along with a control password on delivery of their service. The client acknowledges that it is their responsibility to maintain the confidentiality of any passwords and is entirely responsible for any activity or use of service that takes place under any of their accounts. The client acknowledges that if a client becomes aware of any unauthorised use of their service or any breach of security they are required to notify Skymatrix immediately.

7.2 Skymatrix will not be held responsible for any loss of emails, information or business of the client should the service be temporarily or permanently unavailable or withheld for any reason, either within or outside the control of Skymatrix.

8. Service Support

8.1 Skymatrix provides support via email for all services supplied to its clients responding to any support requests within 2 business days.

8.2 Skymatrix is not obligated to provide support for use of its services with third party software; however Skymatrix does provide documents to assist its clients in the use of third party software. Clients use this material at their own risk, Skymatrix is not liable for incorrect or misuse of these documents including, but not limited to, damages or loss of data.

9. Third parties

9.1 “ukmailexchange.com” may provide links to third party sites located on servers maintained by independent third parties over whom Skymatrix has no control. Accordingly Skymatrix doesn’t accept any responsibility or liability for any of the material contained on those websites; nor does Skymatrix accept responsibility for the availability of those websites. The client accepts that they are solely responsible for evaluating any goods or services offered by third parties and that Skymatrix will not be party to or in any way responsible for any transactions between the client and third parties.

10. Intellectual property rights

10.1 All in-house domain names available for use with accounts are the property of Skymatrix and should not be used for any commercial use without the express consent of Skymatrix.

10.2 The content of the “ukmailexchange.com” site which includes but not limited to text, software, and graphics are protected by copyright and clients are not entitled to copy, reproduce or distribute any of the content without the express permission of Skymatrix.

11. Disclaimer of warranties

11.1 Due to the multi-party nature of the internet, Skymatrix cannot guarantee that the service will meet any particular requirements to the client or that the Service will be uninterrupted or error free or that emails will be sent or received within any particular time. Skymatrix reserves the right to terminate the service at any time, with or without cause, with or without notice, effective immediately for any reason whatsoever.

12. Limitation of liability

12.1 The Client acknowledges that they use the service at their own risk. Skymatrix will not accept any liability either in contract, tort (including negligence) or otherwise for any direct, indirect, incidental or consequential loss resulting from the use or the inability to use the Service. Nothing in these terms and conditions limits

Skymatrix liability for death or personal injury resulting from Skymatrix negligence. Each client agrees that any material and/or data downloaded is done so entirely at their own risk and each client will be solely responsible for the consequences of downloading any such material.

13. Indemnity

13.1 The client agrees to indemnify Skymatrix against all liabilities, claims and expenses that may arise from any breach by the client of these terms and conditions and any liabilities claims and expenses incurred by Skymatrix in connection with any claim, action or proceeding brought by a third party as a result of the clients use of the service.

14. Severability

14.1 If any of the provisions of this contract is judged to be illegal, unreasonable or unenforceable the rest of these terms and conditions will continue to apply. Any delay on the part of Skymatrix to enforce its rights under this contract will not prejudice or restrict its rights and no waiver of any such rights will be deemed to be a waiver of any other right or of any later breach.

15. Notices

15.1 Any notice to be given or made by either party under or in connection with the agreement should be sent by email or post. Any notices sent by Skymatrix pursuant to this agreement sent by email to the clients primary email address will be effective 24 hours from the time of sending.

16. Applicable law

16.1 These terms and conditions will be governed in accordance with the laws of England and Wales. Each user and Skymatrix agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Version

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