Article Number: 16 | Rating: Unrated | Last Updated: Tue, Jul 25, 2017 at 4:30 PM

Terms & Conditions Annex

Domain Name Services

Service Specific Terms and Conditions for Domain Name services provided by the Company

Definitions - additional to those in the Main Terms & Conditions (https://kb.ic.uk/article/main-terms-conditions-15.html)

- "Domain Name" means a unique URL as registered with an appropriate registrar under the umbrella rules of ICANN.
- "Domain Name System" means the domain name system which translates numerical Internet protocol addresses into domain names.
- "Registrant", "You" and "Your" refers to the Registrant of each Domain Name registration ("Requested Domain").
- "we", "us" and "our" refers to IC and /or our supplier(s) and the Domain Name Registration Service Provider ("Service Provider").
- "Minimum Period" means the minimum period during which Service is provided as agreed during the ordering process with the Company.
- "Registry" or "Registry's" shall refer to the registry administrator of the applicable top level Domain Name ("TLD").
- "Service" includes previously defined services with the addition of DNS hosting services and provisional or management portal for self-management of domains.

1) The following conditions ("Conditions") contained within this Agreement explain the additional TLD requirements imposed by the Registry's, IC and other contracted parties. They are in addition to the standard terms and conditions.

- ICANN Registrant Rights (http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm)
- ICANN UDRP Policy (http://www.icann.org/en/udrp/udrp.htm)
- Registrant Terms & Conditions (Second section of this document)
  This section includes renewal conditions and procedures

2) .COM/NET DOMAIN NAMES:

- 2.1.In the case of a ".com" or ".net" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 2.1.1.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.
  - 2.1.2.You agree to indemnify, defend and hold harmless the .COM .and NET Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the registered name holder's Domain Name registration.

3) .MOBI DOMAIN NAMES:

- 3.1.In the case of a ".mobi" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 3.1.1.You agree to indemnify to the maximum extent permitted by law, defend and hold harmless mTLD Top Level Domain Limited ("Registry Operator"), and its subsidiaries, affiliates, directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Requested Domain and or use, and this indemnification obligation shall survive the termination or expiration of the Contract.
  - 3.1.2.You acknowledge and agree that notwithstanding anything in the Conditions to the contrary, the Registry Operator shall be an intended third party beneficiary of the Contract. As such, You and We acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Contract in agreeing to Us being a registrar for the .mobi top-level Domain Name. Additionally, the third party beneficiary rights of the Registry Operator shall survive any termination or expiration of the Contract.
  - 3.1.3.You agree to comply with ICANN requirements, standards, policies, procedures and practices for which Registry Operator has monitoring responsibility in accordance with the Registry's agreement with ICANN available at http://www.icann.org/en/tlds/agreements/mobi/ (http://www.icann.org/en/tlds/agreements/mobi/).
  - 3.1.4.You agree to comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry policies, applicable to all registrars and/or You and consistent with the Registry's agreement with ICANN available at http://www.icann.org/en/tlds/agreements/mobi/ (http://www.icann.org/en/tlds/agreements/mobi/) which shall be effective upon thirty days notice by the Registry Operator to Us.
  - 3.1.5.You consent to the use, copying, distribution, publication, modification and other processing of Your personal data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to .mobi Registry policies and procedures available at www.mtld.mobi (http://www.mtld.mobi/) and with relevant mandatory local data protection and privacy laws.
  - 3.1.6.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.
  - 3.1.7.You acknowledge and agree that the Registry Operator and Us, acting in consent with the Registry Operator, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion:
    - 3.1.7.1.to protect the integrity and stability of the registry;
    - 3.1.7.2.to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process;
    - 3.1.7.3.to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders;
    - 3.1.7.4.for violations of the Conditions; or
    - 3.1.7.5.to correct mistakes made by the Registry Operator or Us in connection with a Requested Domain, and the Registry Operator also reserves the right to "freeze" a Requested Domain during resolution of a dispute.
  - 3.1.8.You acknowledge and agree that the Registry Operator must comply with the requirements, standards, policies, procedures and practices set forth in the .mobi Style Guide ("Style Guide") available at www.mtld.mobi (http://www.mtld.mobi/) and consent to the monitoring of the website as described in the .mobi Style Guide monitoring guidelines available at www.mtld.mobi (http://www.mtld.mobi/) for compliance with the Style Guide. Furthermore, You acknowledge and agree that this Style Guide is subject to modification by the Registry Operator with any such changes appearing at the previously designated URL, and that You must promptly comply with any such changes in

the time allotted.

4) .ORG DOMAINS:

- 4.1.In the case of a ".org" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 4.1.1.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.

5) .INFO DOMAINS:

- 5.1.In the case of a ".info" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 5.1.1.You consent to the use, copying, distribution, publication, modification, and other processing of Your personal data by Afilias, the .info Registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract with ICANN available at http://www.icann.org/en/tlds/agreements/info/ (http://www.icann.org/en/tlds/agreements/info/).
  - 5.1.2.We and Afilias expressly reserve the right to deny, cancel, transfer, or modify any registration that either We or Afilias deem necessary, at its discretion, to protect the integrity and stability of the Registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Afilias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Afilias also reserve the right to suspend a Requested Domain or its registration data during resolution of a dispute.
  - 5.1.3.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.

6) .BIZ DOMAINS:

- 6.1.In the case of a ".biz" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 6.1.1.Registrations in the .biz Top Level Domain Name must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the .biz registration restrictions, "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the Requested Domain or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:
    - 6.1.1.1.to exchange goods, services, or property of any kind;
    - 6.1.1.2.in the ordinary course of business; or
    - 6.1.1.3.to facilitate a) the exchange of goods, services, information or property of any kind; or b) the ordinary course of trade or business.
  - 6.1.2.You acknowledge and agree to abide by the further .biz restrictions as set out at: http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm (http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm).
  - 6.1.3.You represent that to the best of the Your knowledge and belief:
    - 6.1.3.1.neither the Requested Domain nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;
    - 6.1.3.2.the Requested Domain is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;
    - 6.1.3.3.the Requested Domain will be used primarily for bona fide business or commercial purposes and not exclusively for personal use; or solely for the purposes of selling, trading or leasing the Requested Domain for compensation, or the unsolicited offering to sell, trade or lease the Requested Domain for compensation;
    - 6.1.3.4.You have the authority to make the application for the Requested Domain; and
    - 6.1.3.5.the Requested Domain is reasonably related to Your business or intended commercial purpose at the time of registration.
  - 6.1.4.You shall ensure that the following information is true, current, complete, and accurate at all times:
    - 6.1.4.1.the IP addresses of the primary Name Server and any secondary Name Server for the Requested Domain;
    - 6.1.4.2.the corresponding names of the primary and secondary Name Servers; and
    - 6.1.4.3.any remark concerning the Requested Domain that should appear in the Whois.
  - 6.1.5.You agree and understand that the information required under clause 4.1.4 of the General Conditions and clause 5.4 of these conditions will be publicly available and accessible on the Whois as required by ICANN and/or other Registry policies, and may be sold in bulk in accordance with the agreement between Us and ICANN available at http://www.icann.org/en/registrars/ra-agreement-21may09-en.htm (http://www.icann.org/en/registrars/ra-agreement-21may09-en.htm).
  - 6.1.6.You acknowledge and agree to be bound by the terms and conditions of the Restrictions Dispute Resolution Criteria and Rules ("RDRP"), available at: http://www.icann.org/tlds/agreements/biz/registry-agmt-appm-27apr01.htm (http://www.icann.org/tlds/agreements/biz/registry-agmt-appm-27apr01.htm) as amended from time to time;
  - 6.1.7.You further acknowledge and agree that:
    - 6.1.7.1.the UDRP and RDRP set forth the terms and conditions in connection with a dispute between You and any party other than the Registry or Us over the registration and use of a Requested Domain.
    - 6.1.7.2.the RDRP sets forth the terms under which any allegation that a Domain Name is not used primarily for business or commercial purposes shall be endorsed on a case-by-case, fact specific basis by an independent ICANN accredited dispute provider.
  - 6.1.8.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.

7) .ASIA DOMAINS:

- 7.1.In the case of a ".asia" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 7.1.1.You agree:
    - 7.1.1.1.to release, defend, indemnify and hold Us, Our subsidiaries, affiliates, shareholders, agents, directors, officers, employees harmless, from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable legal fees, arising out of or related in any way to, the Requested Domain, and/or Your use of the Requested Domain to include without limitation any act or omission made or taken by Us;
    - 7.1.1.2.to comply with the ICANN requirements, standards, policies, procedures and practices for which the .asia Registry has monitoring responsibility in accordance with the agreement between ICANN and the .asia Registry available at http://www.icann.org/en/tlds/agreements/asia/ (http://www.icann.org/en/tlds/agreements/asia/) or as notified to You by Us]; and
    - 7.1.1.3.to comply with all the operational standards, policies, procedures and practices for the .asia Registry as established from time to time in a non-arbitrary manner by the .asia Registry.
  - 7.1.2.You acknowledge and agree to be bound by the terms and conditions of ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP") available at http://www.icann.org/en/udrp/cedrp-policy.html (http://www.icann.org/en/udrp/cedrp-policy.html) as amended from time to time.
  - 7.1.3.You agree to submit to proceedings commenced under other dispute resolution policies as set forth by the .asia Registry from time to time in the Registry policies, including but not limited to expedited processes for suspension of a domain name by claims sought by

intellectual rights holders, internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .asia Registry.
- 7.1.4.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.

8) .ME DOMAINS:

- 8.1.In the case of a ".me" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 8.1.1.You acknowledge and agree:
    - 8.1.1.1.to release, defend, indemnify and hold Us, Our subsidiaries, affiliates, shareholders, agents, directors, officer and employees harmless, from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable legal fees, arising out of or related in any way to the Requested Domain, and/or Your use of the Requested Domain; and
    - 8.1.1.2.to comply with all the operational standards, policies, procedures and practices for the .me Registry as established from time to time by the .me Registry and that these are applicable to all registrars and domain name registrants. Any changes to the Registry policies by the .me Registry that are consistent with the Registry agreement shall be effective upon thirty (30) days' notice by the .me Registry to Us.
  - 8.1.2.You agree to submit to proceedings commenced under other dispute resolution policies as set forth by the .me Registry from time to time in the Registry policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual rights holders, internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .me Registry.
  - 8.1.3.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.

9) .MX DOMAINS:

- 9.1.In the case of a ".mx" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 9.1.1.You agree:
    - 9.1.1.1.to release, defend, indemnify and hold Us, Our subsidiaries, affiliates, shareholders, agents, directors, officer and employees harmless, from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable legal fees, arising out of or related in any way to the Requested Domain, and/or Your use of the Requested Domain.
  - 9.1.2.to be bound by the terms and conditions of:
    - 9.1.2.1.the .mx Registry Domain Name Policy, available at http://www.registry.mx/jsf/static_content/domain/policies_first.jsf (http://www.registry.mx/jsf/static_content/domain/policies_first.jsf);
    - 9.1.2.2.the .mx Reopening Policy, available at http://www.registry.mx/reapertura/Reopening MX Policies.pdf (http://www.registry.mx/reapertura/Reopening%20MX%20Policies.pdf);
    - 9.1.2.3.the .mx Reopening Rules, available at http://www.registry.mx/reapertura/Reopening Rules.pdf (http://www.registry.mx/reapertura/Reopening%20Rules.pdf);
    - 9.1.2.4.the .mx Registry Dispute Resolution Policy, available at http://www.registry.mx/jsf/static_content/domain/policies_second.jsf (http://www.registry.mx/jsf/static_content/domain/policies_second.jsf); and
    - 9.1.2.5.the Rules of Dispute Resolution, available at http://www.registry.mx/jsf/static_content/domain/policies_third.jsf (http://www.registry.mx/jsf/static_content/domain/policies_third.jsf).
  - 9.1.3.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.

10) .TEL DOMAINS:

- 10.1.In the case of a ".tel" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 10.1.1.You agree:
    - 10.1.1.1.to release, defend, indemnify and hold Us, Our subsidiaries, affiliates, shareholders, agents, directors, officers and employees harmless from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable legal fees, arising out of or related in any way to, the Requested Domain, and/or Your use of the Requested Domain; and
    - 10.1.1.2.to be bound by the Polices and Procedures of the .tel Registry, available at http://telnic.org/policies.html (http://telnic.org/policies.html)
  - 10.1.2.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.

11) .CC DOMAINS:

- 11.1.In the case of a ".cc" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 11.1.1.If You reserved or registered a Domain Name through Us, or transferred a Domain Name to Us from another registrar, You agree to be bound by the .be dispute policy that is incorporated into these Conditions and can be found at http://www.nic.cc/policies/dispute.html (http://www.nic.cc/policies/dispute.html) as amended from time to time.
  - 11.1.2.You acknowledge and agree that by accepting the terms and conditions of this agreement You shall be bound by the .cc Registry's Registrant Agreement, the .cc Registry's policies and any pertinent rules or policies that exist now or in the future and which are posted on the .cc Registry website at http://www.nic.cc (http://www.nic.cc/).
  - 11.1.3.You are responsible for monitoring .cc Registry's site on a regular basis. In the event that You do not wish to be bound by a revision or modification to any .cc Registry policy, Your sole remedy is to cancel Your Requested Domain by following the appropriate .cc Registry policy regarding such cancellation.

12) .CM DOMAINS:

- 12.1.In the case of a ".cm" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 12.1.1.You agree:
    - 12.1.1.1.to release, defend, indemnify and hold Us, Our subsidiaries, affiliates, shareholders, agents, directors, officers and employees harmless from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable legal fees, arising out of or related in any way to, the Requested Domain, and/or Your use of the Requested Domain; and
    - 12.1.1.2.to be bound by the terms and conditions of:
      - 12.1.1.2.1.The .cm Registry Acceptable Use Policy, available at http://www.netcom.cm/policies/NETCOM_acceptable_use_policy_web.pdf

(http://www.netcom.cm/policies/NETCOM_acceptable_use_policy_web.pdf);
- 12.1.1.2.2.The .cm Registry Registration Agreement, available at http://www.netcom.cm/policies/NETCOM_registration_agreement_web.pdf (http://www.netcom.cm/policies/NETCOM_registration_agreement_web.pdf);
- 12.1.1.2.3.The .cm Registry Privacy Policy, available at http://www.netcom.cm/policies/NETCOM_privacy_policy_web.pdf (http://www.netcom.cm/policies/NETCOM_privacy_policy_web.pdf); and
- 12.1.1.2.4.The .cm Registry Complaint Resolution Policy, available at http://www.netcom.cm/policies/66_Complaint_resolution_servicev2_web.pdf (http://www.netcom.cm/policies/66_Complaint_resolution_servicev2_web.pdf)

- 12.1.2.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.

13) .TV DOMAINS:

- 13.1.In the case of a ".tv" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 13.1.1.You acknowledge and agree:
    - 13.1.1.1.to be bound by the .tv dispute policy available at http://www.icann.org/dndr/udrp/policy.htm (http://www.icann.org/dndr/udrp/policy.htm);
    - 13.1.1.2.that Your registration of the Requested Domain shall be subject to suspension, cancellation, or transfer pursuant to any ICANN or government adopted policy, or pursuant to any of Our or the Registry's procedures not inconsistent with an ICANN or government-adopted policy;
    - 13.1.1.3.to correct mistakes by Us or the applicable Registry in registering the Requested Domain; or
    - 13.1.1.4.for the resolution of disputes concerning the Requested Domain; and
    - 13.1.1.5.that You have read and understood the .tv General Terms of Service which may be found at http://www.tv/en-def-5066945b5fcc/en/policies/tos.shtml (http://www.tv/en-def-5066945b5fcc/en/policies/tos.shtml) as amended from time to time.

14) .UK, .CO.UK, .ORG.UK, LTD.UK, NET.UK, PLC.UK AND ME.UK DOMAINS:

- 14.1.In the case of a "co.uk", ".org.uk", "ltd.uk", "net.uk", "plc.uk" or "me.uk" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 14.1.1.The following definition shall apply in this clause:
    - 14.1.1.1."Nominet UK" means the entity granted the exclusive right to administer the registry for .uk Domain Name registrations.
  - 14.1.2.You acknowledge and agree:
    - 14.1.2.1.to be bound by Nominet UK's terms and conditions available at http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/ (http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/) as amended from time to time and the dispute policy available at: http://www.nominet.org.uk/disputes/ (http://www.nominet.org.uk/disputes/) as amended from time to time.
    - 14.1.2.2.that Your Requested Domain shall be subject to suspension, cancellation, or transfer pursuant to any Nominet UK adopted policy, term or condition, or pursuant to any of Our or the Registry's procedures not inconsistent with a Nominet UK adopted policy:
    - 14.1.2.3.to correct mistakes by Us or the Registry in registering the Requested Domain; or
    - 14.1.2.4.for the resolution of disputes concerning the Requested Domain.
    - 14.1.2.5.that We will act as agents on Your behalf by submitting Your application to Nominet for You. However, You will still be entering into a direct contract with Nominet UK as noted in Nominet UK's terms and conditions.
    - 14.1.2.6.that by accepting Nominet UK's terms and conditions You are consenting to Nominet using Your personal data for a variety of reasons and Nominet's privacy policy is available at http://www.nominet.org.uk/privacypolicy/ (http://www.nominet.org.uk/privacypolicy/) . In particular, Your name and address may be published as part of Nominet's Whois look-up service.
    - 14.1.2.7.that any transfer of ownership in and to a Requested Domain shall be affected in accordance with Nominet UK policies and procedures.

15) .US DOMAINS:

- 15.1.In the case of a ".us" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 15.1.1.The following definitions shall apply in this clause:
    - 15.1.1.1."DOC" means the United States of America Department of Commerce.
    - 15.1.1.2."Registry Operator" means Neustar, Inc., the company authorized to facilitate the registration of .us Domain Names.
  - 15.1.2.You acknowledge and agree that only those individuals or organizations that have a substantive lawful connection in the United States are permitted to register for .us Domain Names. Those wishing to register .us Domain Names must satisfy the nexus requirement ("Nexus" or "Nexus Requirements") set out at: http://www.neustar.us/policies/docs/ustld_nexus_requirements.pdf (http://www.neustar.us/policies/docs/ustld_nexus_requirements.pdf).
  - 15.1.3.You represent that:
    - 15.1.3.1.You have and shall continue to have, a bona fide presence in the United States on the basis of real and substantial lawful contacts with, or lawful activities in, the United States as defined in clause 24.2;
    - 15.1.3.2.the listed Name Servers are located within the United States;
    - 15.1.3.3.You have the authority to enter into this Contract.
  - 15.1.4.You acknowledge and agree:
    - 15.1.4.1.to be bound by the following policies, procedures, terms and conditions:
    - 15.1.4.2.The Nexus Dispute Policy ("Dispute Policy"), available at http://www.neustar.us/policies/docs/nexus_dispute_policy.pdf (http://www.neustar.us/policies/docs/nexus_dispute_policy.pdf) as amended from time to time;
    - 15.1.4.3.The usTop Level Domain Dispute Resolution Policy ("usDRP") available at http://www.neustar.us/policies/docs/usdrp.pdf (http://www.neustar.us/policies/docs/usdrp.pdf) as amended from time to time.
    - 15.1.4.4.that, for the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (i) of Your domicile and (ii) the United States.
    - 15.1.4.5.that the Requested Domain shall be subject to suspension, cancellation, or transfer pursuant to any Registry Operator, DOC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a DOC or government adopted policy:
    - 15.1.4.6.to correct mistakes by Us or the applicable Registry in registering the Requested Domain; or
    - 15.1.4.7.for the resolution of disputes concerning the Requested Domain.
  - 15.1.5.You agree to release, defend, indemnify and hold Us and DOC, or either of Our or DOC's subsidiaries, affiliates, shareholders, agents, directors, officers and employees harmless, from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable legal fees, arising out of or related in any way to the Requested Domain, and/or Your use of the Requested Domain.

- 15.1.6.You shall ensure that the IP addresses and names of the primary Name Server and any secondary Name Server(s) for the Requested Domain is true, current, complete and accurate at all times.
- 15.1.7.You shall comply with the Nexus Information requirements as set out at http://www.neustar.us/policies/docs/ustld_nexus_requirements.pdf (http://www.neustar.us/policies/docs/ustld_nexus_requirements.pdf).
- 15.1.8.You further agree and acknowledge that:
  - 15.1.8.1.We will make Domain Name registration information You provide available to the DOC, to the Registry Operator, and to other third parties as applicable.
  - 15.1.8.2.We may make publicly available, or directly available to third party vendors, some, or all, of the Domain Name registration information You provide, for purposes of inspection (such as through our Whois service) or other purposes as required or permitted by the DOC and other applicable laws.
- 15.1.9.You hereby consent to any and all disclosures under this clause and the use of information provided by You in connection with the registration of the Requested Domain (including any updates to such information), whether during or after the term of Your registration of the Requested Domain. You hereby irrevocably waive any and all claims and causes of action You may have arising from such disclosure or use of Your Requested Domain information by Us.

16) .CO DOMAINS:

- 16.1.In the case of a ".co" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
  - 16.1.1.You agree to
    - 16.1.1.1.release, defend, indemnify and hold Us, Our subsidiaries, affiliates, shareholders, agents, directors, officers and employees harmless from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable legal fees, arising out of or related in any way to, the Requested Domain, and/or Your use of the Requested Domain.
    - 16.1.1.2.to be bound by the Polices and Procedures of the .co Registry, available at http://www.cointernet.co/domain/policies-procedures (http://www.cointernet.co/domain/policies-procedures)
  - 16.1.2.For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.

17) .XXX DOMAINS:

- 17.1. In the case of a ".xxx" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
- 17.2. You agree:
  - 17.2.1. to release, defend, indemnify and hold Us, Our subsidiaries, affiliates, shareholders, agents, directors, officers and employees harmless from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable legal fees, arising out of or related in any way to, the Requested Domain, and/or Your use of the Requested Domain.
  - 17.2.2. and acknowledge that in order to own a .xxx Domain Name you must be a member of the Adult Community as defined by the .xxx Registry on their website at http://www.icmregistry.com/ (http://www.icmregistry.com/)
  - 17.2.3. to be bound by the Polices and Procedures of the .xxx Registry, available on their website at http://www.icmregistry.com/ (http://www.icmregistry.com/)
- 17.3. For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where IC is head quartered.

18) .AT DOMAINS:

- 18.1. In the case of a ".at" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
- 18.2. You agree:
  - 18.2.1. to acknowledge and understand that by accepting the terms and conditions of this agreement You shall be bound by the .at Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the .at Registry website at http://nic.at/en/agb/ag_agb2003.asp (http://nic.at/en/agb/ag_agb2003.asp).
  - 18.2.2. to be responsible for monitoring the .at Registry's site on a regular basis. In the event that You do not wish to be bound by a revision or modification to any .at Registry policy, Your sole remedy is to cancel Your Requested Domain by following the appropriate .at Registry policy regarding such cancellation.

19) .DE DOMAINS:

- 19.1. In the case of a ".de" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
- 19.2. You represent that:
  - 19.2.1. You have reviewed and have accepted the Registry's terms and conditions available at http://www.denic.de/en/bedingungen.html (http://www.denic.de/en/bedingungen.html) and the Registry's guidelines available at http://www.denic.de/en/richtlinien.html (http://www.denic.de/en/richtlinien.html) and have provided Us with written confirmation of same;
  - 19.2.2. either You, or the person designated as the administrative contact for the Requested Domain, shall be resident or shall have a branch in Germany;
- 19.3. You acknowledge and agree:
  - 19.3.1. that if the registration or reservation of the Requested Domain is challenged by a third party, You will be subject to the provisions specified by the Registry or any court of law.
  - 19.3.2. that in the event a dispute arises with any third party in relation to a Requested Domain, You will indemnify and hold Us harmless pursuant to the terms and conditions specified by the Registry or any court of law.
  - 19.3.3. to be bound by the following terms and conditions:
    - 19.3.3.1. the Registry's Registration Terms and Conditions available at http://www.denic.de/en/bedingungen.html (http://www.denic.de/en/bedingungen.html) (English) and http://www.denic.de/de/bedingungen.html (http://www.denic.de/de/bedingungen.html) (German); and
    - 19.3.3.2. the Registration Guidelines available at http://www.denic.de/en/richtlinien.html (http://www.denic.de/en/richtlinien.html) (English) and http://www.denic.de/de/richtlinien.html (http://www.denic.de/de/richtlinien.html) (German).

English language translations of the .de Registry's documents are provided for convenience and in the event of a discrepancy between the English and the German language terms and conditions, the terms of the German agreement will prevail.

20) .NZ DOMAINS:

- 20.1. The Registrar's Obligations
  We agree that we will:
  - 20.1.1. comply with all .nz policies and accurately represent these to you;
  - 20.1.2. disclose accurately and completely all our terms and conditions associated with your use of our services to register and maintain a

domain name sought to be used by you, including price and billing information;

- 20.1.3. comply with your lawful directions in a diligent and timely manner regarding your .nz domain name, (for example, registration, cancellation, amendment, deletion, and associated technical support and billing);
- 20.1.4. process any new .nz domain name registrations with the registry within 2 hours from the time we receive all the information required to complete a registration if it is within our advertised business hours, and otherwise within 4 hours;
- 20.1.5. notify you of the registration of your domain name(s), including the details of: the domain name, your contact details, our contact details, the registration period, the unique authentication ID for your domain name and your obligations as a registrant;
- 20.1.6. arrange for correction of any error in the information in the register about any domain name registered to you when requested;
- 20.1.7. provide to you, or to someone we reasonably believe to be acting on your behalf, the unique authentication ID for your domain name when requested and for no charge;
- 20.1.8. use your personal information only as authorised by you;
- 20.1.9. take all reasonable steps to safeguard and protect all information about you stored in our databases and system(s);
- 20.1.10. comply with any order of any authority having jurisdiction regarding any domain name registered to you;
- 20.1.11. use our best endeavours to deal with any complaints you may have about the services we provide for you.

- 20.2. The Registrant's Obligations
  You agree that you will:
  - 20.2.1. comply with the .nz policies. You agree that you have read and understood the current policies;
  - 20.2.2. make sure all information you give us is accurate and complete, keep us informed of changes to any information you give us, and that you have the authority to enter into this agreement;
  - 20.2.3. keep the unique authentication ID for your domain name and any other security information that we give to you confidential, safe and secure;
  - 20.2.4. satisfy yourself that your use of a domain name will not infringe anybody's intellectual property rights and protect us, and everybody we are in any business relationship with to provide services to you, from any such claim;
  - 20.2.5. ensure that you only use our services for a lawful purpose;
  - 20.2.6. ensure that the use of any domain name registered to you does not interfere with other users of the Internet;
  - 20.2.7. ensure that any order of any authority having jurisdiction regarding any domain name registered to you is complied with;
  - 20.2.8. protect us, and everybody we have a business relationship with, against any legal action taken against us because of the receipt or use of our services by you or someone you are responsible for, including reliance by us or anybody we have a business relationship with, on information supplied by you.
  - 20.2.9. Duties of Other Persons: You agree to make sure everyone you are responsible for or who uses a domain name registered to you also meets the above duties.
- 20.3.Registration of a Domain Name
  When a domain name in the .nz domain name space is registered to you, or in your name as directed by you, then you agree:
  - 20.3.1. that the following information becomes available to any member of the public:
    - your name,
    - your contact details and
    - the domain name, its commencement and expiry dates and addresses/details of the name servers for it, and our name.
  - 20.3.2. the domain name is registered in your name only because no other person has it according to the records of the register; and
  - 20.3.3. neither we nor anybody else is representing anything else to anybody regarding that domain name. The entry of a domain name in the "who is" database shall not be taken as evidence of anything other than such registration; and
  - 20.3.4. that you protect us and everybody we have a business relationship with to provide services to you, from any claim arising out of the domain name being registered in your name or as you direct.
- 20.4. Register is the Record
  For all purposes the details shown in the register shall be treated as correct and the authoritative record.
- 20.5. Payment of Fees
  - 20.5.1. You agree to pay for the services we provide for you.
  - 20.5.2. If you transfer a domain name registered to you to another registrant or to be managed by another registrar, all charges owing to us shall become immediately due and payable on the date of that transfer.
  - 20.5.3. We may alter our fees from time to time. When we alter them we will send you notice of the alteration 30 days before the new fee takes effect.
  - 20.5.4. Our usual fees are for Domain Registration and Management. We may also charge for other associated services provided by us. We will tell you before any additional charge is incurred.
  - 20.5.5. Prices will be in the stated currency, and may be applicable to local taxes.
- 20.6. Suspension And Refusal To Supply Services
  If you do not pay our charges for a domain name registered to you we may:
  - cancel registration of that domain name; or
  - refuse to provide a service you request.
- 20.7. Cancellation of a Domain Name
  If we are going to cancel the registration of a domain name registered to you as a result of you not paying our charges relating to that registration, we will give you fourteen days notice before we initiate action to cancel that domain name.
- 20.8. Exclusion of Liability
  We exclude all liability we may have to you for any claim except where we have acted in bad faith. This exclusion also applies for the benefit of:
  - 20.8.1. InternetNZ, the registry and any other entity we are in any business relationship with;
  - 20.8.2. every officer, employee, contractor, agent of us or any entity in clause 20.8.1;
  - 20.8.3. anyone else we get to perform our duties under any agreement you have with us.

  None of the persons specified above is liable or has to pay you for anything else in connection with or resulting from anything any of us does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us.
  This exclusion applies whatever you are claiming for and in whatever way liability might arise.

  This exclusion does not prevent you getting a court order requiring us to do anything we have agreed to do for you and does not limit any rights you may have under the Consumer Guarantees Act 1993.

- 20.9. Limitation of our Liability
  We have excluded all other liability we or any of the persons specified in clause 20.8 may have to you. If any of those persons is ever liable to you and, for any reason, cannot rely on the exclusion of liability set out in clause 20.8 then this clause applies.

  Where this clause applies, the maximum combined amount the persons specified above (together) will have to pay you and anyone else who uses the services we provide for you (together) is the amount of the last month's fee paid by you under this agreement.

- 20.10. Law and Jurisdiction Applying to this Agreement
  Unless we otherwise agree in writing, this agreement contains all the terms of our relationship and continues to apply no matter where you are located at the time any of the services are provided or where you reside. This will be the case until this agreement is cancelled except to the extent clause 20.14 says otherwise.

  To the extent legally permitted:
  - 20.10.1. all our services are provided under New Zealand law;
  - 20.10.2. any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied to you;
  - 20.10.3. except as otherwise stated, you may take action against us only in a New Zealand court;
  - 20.10.4. where you or any registrant for whom you act supplies incorrect information regarding a domain name and we incur cost in any matter concerning that name then we may recover the costs incurred by us from you.
- 20.11. Cancelling the Agreement
  - 20.11.1. We may cancel or suspend this agreement by giving you one months notice if you do not meet your duties to us.
  - 20.11.2. We may end the agreement for any other reason by giving you one month's notice.
- 20.12. More Than One Person
  You are responsible for everybody who you permit to act for you as a registrant. We will take reasonable care to satisfy ourself that you have permitted those persons to act for you.
- 20.13. Each Clause Separately Binding
  Each clause of the agreement you have with us is separately binding.

  If for any reason we, you, or any of the persons specified in clause 20.8 cannot rely on any clause, all other clauses of it are binding.
- 20.14. Rights and Responsibilities that Continue
  The cancelling of any agreement you have with us does not affect any rights and responsibilities, which are intended to continue or come into force afterwards. These include the rights and duties under 20.2, 20.4 - 20.10, 20.12 - 20.13, and this clause 20.14.
- 20.15. Upon registration of a .nz domain and in the event of a discrepancy between the general domain terms and the .nz terms and conditions, the .nz terms will prevail.

21) .PL DOMAINS:

- 21.1. In the case of a ".pl" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
- 21.2. You agree that you will comply with the .pl policies, and You agree that you have read and understood the Domain Name Regulations (http://www.dns.pl/english/regulations.html) as stipulated by NASK for 2nd and 3rd level .pl domain names.

22) .LT DOMAINS:

- 22.1. In the case of a ".lt" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
- 22.2. You agree that you will comply with the .lt policies, and You agree that you have read and understood the current procedural regulation (https://www.domreg.lt/static/doc/public/procedural_regulation-en.pdf).

23) .PRO DOMAINS:

- 23.1. In the case of a ".pro" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:
- 23.2.You agree to indemnify, defend and hold harmless the .PRO Registry Operator and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the registered name holder's Domain Name registration.
- 23.3. You agree that you will comply with the .pro Anti-Abuse policy (http://registry.pro/anti-abuse/).

Additional Generic Terms for ALL domain types

Registrant Terms and Conditions

1) DEFINITIONS

- 1.1 The definitions and rules of interpretation in this condition apply in the Conditions:
  - "Account Details" means the details that You give to Us when You register a Domain Name with Us.
  - "Auto Renew" is an option chosen by You at the time of first ordering a Domain Name which if chosen will permit IC to renew your Domain Name automatically without prior notice to you at the prevailing renewal rate.
  - "Back Order" means a request made by You to Us for a Domain Name which is not available for registration at the time You make such a request, but which We will monitor and as soon as it becomes available for registration We will attempt to register the Domain Name for You.
  - "Chargeback" means a situation where We have initially received payment from You, but that payment has been subsequently rejected by You or Your credit or debit card issuer and the payment sums are returned to You.
  - "Consumer" You are a consumer if You are an individual not: (a) registering, using or planning to use the Requested Domain as part of a business trade or profession; (b) purchasing a Domain Name during a "Sunrise" or "Landrush" period as defined in the Domain Name Conditions for the Domain Name Registry (c) at Our sole discretion, purchasing a Domain Name for financial or commercial gain, including, without limitation, for the sole purpose of placing advertisements on the Domain Name. You shall not be treated as a consumer under the contract if You have purchased or are the registered holder of 10 or more Domain Names.
  - "Contract" means the contract between You and Us formed by Your acceptance of the Conditions by ticking into the box next to the text "I confirm that I have read and agree to the Terms and Conditions" and pressing the "Continue" button during the process by which You create an account with Us.
  - "Control Panel" means any Control Panel provided by Us that allows You to manage the Requested Domain.
  - "Dispute Resolution Policy" means any relevant dispute resolution policy including, but without limitation, the UDRP, the Nexus Dispute Policy and Nominet's DRS.
  - "Domain Name" means an Internet top level domain name capable of registration through Us.
  - "Domain Name System" means the domain name system which translates numerical Internet protocol addresses into domain names.
  - "Expiration Date" or "Expiry Date" means the date set out in the WHOIS search result for the expiration of the registration of the Requested Domain.
  - "Initial Period" means the period of registration of the Requested Domain from the date of registration to the first Expiration Date of the Requested Domain.
  - "Intellectual Property Rights" means all patents, copyright and related rights, trademarks, service marks, moral rights, rights in confidential information and any other intellectual property rights in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world.

- "Name Servers" means computers that provide specific translation information in the Domain Name System.
- "Privacy Policy" means the privacy policy that can be found at: Privacy Statement & Cookies (https://kb.ic.uk/article/privacy-statement-cookies-34.html)
- "Registry" means the organisation which operates the zone file converting Domain Names to Internet protocol addresses for a top level Domain Name.
- "Renewal" means the renewal of the Requested Domain in Your name with the Registry for the period specified.
- "Requested Domain" means the Domain Name You ask Us to register.
- "Sales Tax" means a consumption tax charged at the point of purchase for goods and services.
- "Services" means the services set out in clause 2.1 as amended from time to time.
- "Whois" means a domain name search tool for an Internet top level domain name registry database.
- "You" or "Your" means the person who is entering into this Contract with Us and who the Requested Domain will be registered for.

- 1.2.Headings in these conditions shall not affect their interpretation.
- 1.3.A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4.Words in the singular include the plural and in the plural include the singular.
- 1.5.A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6.Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2) PROVISION OF SERVICES

- 2.1. We will provide to You the following Services in accordance with the Conditions:
- 2.2. The Services shall include (but shall not be limited to):
  - 2.2.1. registering the Requested Domain;
  - 2.2.2. processing the Renewal;
  - 2.2.3. managing the information maintained in the Whois in relation to the Requested Domain;
  - 2.2.4. providing the Privacy Service (where applicable); and
  - 2.2.5. providing relevant software, hardware and infrastructure maintenance and upgrades at Our sole discretion and without a requirement on Us to give notice to You of such maintenance or upgrades.
- 2.3. Without prejudice to Our other rights and remedies, We may at Our sole discretion suspend the provision of the whole or any part of the Services (temporarily or permanently) and will have no liability to provide the Services on the occurrence of any of the following events:
  - 2.3.1. an event of Force Majeure as set out in clause 11.3;
  - 2.3.2. upgrade or maintenance of Our or the Requested Domain Registry's IT systems, but We will restore the provision of the affected Services as soon as reasonably practicable following the suspension;
  - 2.3.3. the issue by any court of competent jurisdiction or other competent authority (including, but without limitation, a person appointed under a Dispute Resolution Policy for the determination of a dispute) of an order which is binding on Us which has the effect of suspending Our Services; or
  - 3.3.4. if You fail to pay any Fees or any other sums owing by You to Us when they fall due.
- 2.4. To the fullest extent permitted by law and save as provided elsewhere in the Conditions, the Services are provided by Us on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind is given that the Services will be provided on an uninterrupted, timely, secure or error-free basis.

3) NATURE OF DOMAIN NAMES, RENEWAL AND REDEMPTION

- 3.1. You acknowledge that You will not rely on the registration or continued registration of the Requested Domain until confirmation of completion of registration of the Requested Domain is notified to You which is confirmed via a Whois lookup.
- 3.2. Subject to clause 3.3 We may automatically renew the Requested Domain on or before the Expiration Date (up to 30 days prior to expiry) and We will charge You a Renewal Fee (which shall be non-refundable) for such renewal.
- 3.3. Where 'Auto Renew' has not been selected IC will notify You at 90 days and 60 days in advance of the Expiry Date of our intention to Auto Renew the Requested Domain, to the email address provided by You to Us with Your Account Details. At 30 days prior to Expiry Date the domain will enter Auto Renew status and will be renewed for a subsequent term equal to the initial term at the current price for such renewal as shown on the IC website. You must notify Us if You do not wish to renew the Requested Domain prior to this 30 day notice.
- 3.4. If the Requested Domain passes its Expiration Date and your account is on hold or payment declined You acknowledge that at Our discretion We may:
  - 3.4.1. renew the Requested Domain on Your behalf; and
  - 3.4.2. change the Requested Domain's Name Servers to Our Name Servers, and display advertising on the Requested Domain and collect and retain any revenue generated from such advertising.
- 3.5. If payment is not made within 14 days of the invoice or payment collection fails then at Our discretion we may cancel the domain registration or suspend the domain.
- 3.6. If We do not receive the Renewal Fee within the period stipulated at clause 3.5 We shall have the right:
  - 3.6.1. in Our sole discretion to terminate the Contract and change ownership of the Requested Domain; and/or
  - 3.6.2. to place the Requested Domain on hold and mark it for deletion at Our sole discretion. You will then have the right for a period of time (which will end between 65 and 74 days after the Expiration Date, (when the Requested Domain is placed on hold and marked for deletion) the "Notified Period") to redeem the Requested Domain. Upon payment of an administration fee within the Notified Period, You will retain ownership of the Requested Domain and as soon as reasonably practicable We shall restore the Requested Domain.

4) YOUR OBLIGATIONS

- 4.1. You shall:
  - 4.1.1. comply at all times with any terms and conditions, rules and regulations or similar which govern the use or registration of the Requested Domain Name whether issued by a Registry or otherwise;
  - 4.1.2. notify Us immediately if You know or have reason to suspect that there has been any unauthorised use of the Services;
  - 4.1.3. notify Us immediately if You know or have reason to suspect that there is or may be any court proceedings or other proceedings (including but without limitation any complaint, proceedings or similar under any Dispute Resolution Policy) which involve the Requested Domain;
  - 4.1.4. ensure that We have Your correct name, postal address, phone, fax and email information and credit and/or debit card details at all times;
  - 4.1.5. provide identification, documentary evidence and information that We reasonably require in order to be able to carry out the Services and You agree that We may keep copies of any identification and documentary evidence on Our files for the purposes of providing and maintaining the Services;
  - 4.1.6. notify Us of the authorised representatives whose instructions We may accept on Your behalf;
  - 4.1.7. not use or suffer the Services to be used for any unlawful purpose or for the publication of, linking to, issue or display of, any unlawful

material including any software which is pirated or which breaches any Intellectual Property Rights or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, defamatory or which breaches the rights including Intellectual Property Rights of any third party or which is or encourages criminal acts or contains any virus, worm, trojan horse or other harmful code whether under English law or regulations, the laws or regulations of Your country or of any other location where the results of such purpose or the material in question can be accessed;

- 4.1.8. not use or suffer the Services to be allowed to be used in breach of generally accepted standards and codes of practice for the use of the Internet, including but not limited to the sending of unsolicited e-mails, "mail bombing" or the impersonation of another person whether living or dead; and
- 4.1.9. not use the services of any third party for the purposes, in breach of generally accepted standards and codes of practice for the use of the Internet, including but not limited to: the sending of unsolicited e-mails, "mail bombing", the impersonation of another person whether living or dead, or the publication of, linking to, issue or display of any material that refers to Us or any of Our products or services without Our prior written consent.

- 4.2. You agree and acknowledge that:
  - 4.2.1. We are under no obligation to register or continue to process a registration for a Requested Domain;
  - 4.2.2. We have made no representations or warranties to You as to the availability of a Requested Domain;
  - 4.2.3. the registration of the Requested Domain is subject to any registration requirements of a specific Registry and You will comply with all of the terms and conditions of that Registry;
  - 4.2.4. We have the right to pass on any additional charges made by a Registry in order to register, renew or maintain howsoever the Requested Domain;
  - 4.2.5. We are not liable for the actions of any Registry which affect the Requested Domain whether before, during or after the domain name registration or renewal process; and
  - 4.2.6. in the event of a Chargeback by Your credit card company or other credit institution We shall have the immediate right at Our sole discretion to take ownership of the Requested Domain and suspend provision of the Services. Where We exercise Our right under this clause 4.2.6, the Services will be reinstated and ownership of the Requested Domain put into Your name upon payment by You to Us of Our Fees and a reinstatement fee.

5) BACK ORDERS

- 5.1. By placing a Back Order You acknowledge and agree that:
  - 5.1.1. We have made no representations or warranties to You that We will be able to register Your Back Order requested Domain Name;
  - 5.1.2. You will not hold Us liable in any way whatsoever if We are unable to register Your Back Order requested Domain Name;
  - 5.1.3. the Back Order Fees are applicable to You and subject to clause 10.5, will not be refunded if We are unable to register Your Back Order requested Domain Name ; and
  - 5.1.4. Your Back Order is only valid for the period which commences from the date that Your Back Order request is accepted by Us and terminates on the Expiration Date of Your Back Order requested Domain Name as set out in the Whois search result at the date Your Back Order request is made.

6) WARRANTIES

- 6.1. By entering into this Contract You warrant that:
  - 6.1.1. all the identity, contact and credit and/or debit card information supplied to Us by You in accordance with clause 4.1.4 is correct, current and complete;
  - 6.1.2. all passwords or any other identifiers that You use in connection with the Services will at all times be kept confidential, used properly and will not be disclosed to any unauthorised person;
  - 6.1.3. any activity carried out in connection with the Services which requires the use of passwords or other identifiers will be carried out by You or someone authorised to act on Your behalf;
  - 6.1.4. You accept full liability for all actions done, charges incurred and losses suffered by You for any activity carried out in connection with the Services which requires the use of Your passwords or other identifiers, whether carried out with Your authorisation or not;
  - 6.1.5. You have all necessary permissions, licenses and consents to use the Services and register the Requested Domain and that by registering the Requested Domain and using the Services You will not infringe any Intellectual Property Rights of any other person or entity;
  - 6.1.6. You will obtain all necessary permissions, licenses and consents that may be or are required from time to time to enable Us to provide You with Services;
  - 6.1.7. You will not use the Services or allow them to be used for the publication, web forwarding, linking to, issue of or display of any material which in Our absolute discretion may harm Us, Our reputation or otherwise bring Us into disrepute; and
  - 6.1.8. You will comply fully with the Dispute Resolution Policy and agree to any decision resulting therefrom.

7) INDEMNITY

- 7.1. You will fully indemnify and keep Us and Our officers, partners, employees and agents fully indemnified against all liabilities, costs, claims, expenses, demands, damages, penalties and losses (including professional costs and expenses) whether directly or indirectly suffered or incurred by Us arising out of or connected with:
  - 7.1.1. Your breach of the Contract; or
  - 7.1.2. Your breach of any warranty given in clause 6; or
  - 7.1.3. any use or misuse of the Services as a result of or attributable to Your actions; or
  - 7.1.4. the Requested Domain.

8) FEES AND PAYMENT

- 8.1. Any sums payable by You to Us under this Contract are exclusive of VAT or any other Sales Tax and shall be made in the currency stated.
- 8.2. All sums payable to Us under this Contract shall be paid in full without any deduction set-off or withholding other than as required by law. You shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part.
- 8.3. We are under no obligation to commence the Services, unless and until We have received the required Fees and any other sums outstanding from You to Us.
- 8.4. We may at Our discretion retain ownership of the Requested Domain until all Fees and sums owed to Us by You have been received in full and cleared funds.
- 8.5. Subject to clause 10.5 We will not provide credit notes or refunds.
- 8.6. For the avoidance of doubt and subject to clause 10.5, once a request for a Requested Domain has been placed, including any Renewals or Back Orders, You do not have the right to cancel such request.

9) LIABILITY

- 9.1. Nothing in this Contract excludes or limits Our liability for death or personal injury caused by Our negligence or any damage or liability incurred

by You as a result of fraud or fraudulent misrepresentation by Us.

- 9.2. We will not be liable to You in contract, tort or otherwise, including negligence for any direct or indirect immediate or consequential loss, damage, costs, expenses or other claims arising out of or in connection with this Contract for:
  - 9.2.1. loss of profit;
  - 9.2.2. loss of business, contracts or revenue;
  - 9.2.3. loss of expected savings or goodwill;
  - 9.2.4. loss of registration or use, or both (for whatever reason) of the Requested Domain.
- 9.3. Subject to clause 9.1 Our total liability to You, whether under these Conditions or otherwise, including liability for negligence, shall be no more than 5,000 GBP.
- 9.4. All conditions, warranties or other terms which might have effect between You and Us or be implied or incorporated into this Contract whether by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law, including without limitation any implied conditions or warranties.

10) TERMINATION

- 10.1. We will provide the Services to You for the Initial Period and will continue to provide them beyond the Initial Period, subject to termination in accordance with this clause 10.
- 10.2. Following the Initial Period either party may terminate the Contract by giving 30 days written notice to the other.
- 10.3. Without prejudice to any other rights or remedies which We may have, We may terminate the Contract without liability to You immediately on giving notice to You if You fail to pay Us any sum due under the Contract on the due date for payment and You remain in default not less than seven days after being notified in writing to make such payment.
- 10.4. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
  - 10.4.1. the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
  - 10.4.2. the other party (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or has no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
  - 10.4.3. the other party has a receiver, manager, administrator or administrative receiver appointed over its assets or income, has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or an administration order; or
  - 10.4.4. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 10.5. Subject to clause 10.7, if You are a Consumer You have the right to cancel the Contract by notice to Us in writing within 7 days and receive a full refund at no additional cost from either; the date the Contract is formed, or the date that You receive confirmation from Us that the Contract is formed, whichever is the later.
- 10.6. For the purposes of clause 10.5, the date the Contract is formed shall be the date on which You place a tick into the box next to the text "I confirm that I have read and agree to the Terms and Conditions" and press the "Continue" button thereby granting Your consent for the Services to commence.
- 10.7. You will no longer have the right to cancel the Contract set out in clause 10.5 once We have commenced the Services with Your consent. For the purposes of this clause Your consent will be deemed to be given upon You pressing the "Place Order" button.
- 10.8. Due to the real time nature of domain name registrations, where following termination We are unable to cancel any registration or Renewal of the Requested Domain, We may make a minimum charge to You to cover costs incurred by Us to the Registry for registering the Requested Domain.
- 10.9. On termination of the Contract for any reason You agree that:
  - 10.9.1. We shall have the right at Our sole discretion to immediately delete Your account with Us;
  - 10.9.2. Your entitlement to use any of Our Services will immediately cease;
  - 10.9.3. unless You have transferred the Requested Domain to another domain name registration service provider prior to termination:
    - 10.9.3.1. any and all of Your accrued and future rights, including rights in any accrued and future goodwill, in the Requested Domain shall immediately cease; and
    - 10.9.3.2. You shall have not have any title to or any licence to the whole or any part of the Requested Domain and full ownership and title in the Requested Domain shall immediately revert to Us.

11) GENERAL

- 11.1. Confidential Information
  - 11.1.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.1.2.
  - 11.1.2. Each party may disclose the other party's confidential information:
    - 11.1.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11.1.2.1; and
    - 11.1.2.2. as may be required by law, court order, Dispute Resolution Policy or any governmental or regulatory authority.
  - 11.1.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.
- 11.2. Intellectual Property
  - 11.2.1. You acknowledge and agree that You will not own or acquire ownership of any Intellectual Property Rights in or relating to the Requested Domain or Services other than those rights expressly granted by this Contract.
- 11.3. Force Majeure
  - 11.3.1. Neither party shall have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that party (a "Force Majeure"). The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and of when they expect the circumstances to cease to do so. If such circumstances continue for a continuous period of more than 90 days, either party may terminate this Contract by written notice to the other party.
- 11.4. Data Protection
  - 11.4.1. Any personal data that We obtain from You during the provision of the Services will be held by Us in accordance with Our Privacy Policy.
  - 11.4.2. Without prejudice to Clause 10.4.1 You acknowledge and agree:
    - 11.4.2.1. that any personal data that You provide to Us for the purposes of registering the Requested Domain will be provided to the Registry in order to complete registration formalities;
    - 11.4.2.2. that details of Your name, address and payment record may be submitted to a credit reference agency for the purposes of checking your credit worthiness; and

Posted by: Mark Simcoe - Mon, Jul 24, 2017 at 7:05 PM. This article has been viewed 11109 times.

Online URL: https://kb.ic.uk/article/annex-domain-name-services-16.html (https://kb.ic.uk/article/annex-domain-name-services-16.html)