

Tag Holder Contract

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1. USE OF NOMINET'S AUTOMATON

1.1. NOMINET UK will provide the Tag Holder with one or more distinct Tags.

1.2. The Tags provided to the Tag Holder are listed in Schedule A. From time to time, at the Tag Holder's request, Nominet may provide the Tag Holder with additional Tags, in which case Nominet will update Schedule A and provide a copy to the Tag Holder.

1.3. All Transactions submitted by the Tag Holder must quote one of its Tags.

1.4. The Tag Holder will provide NOMINET UK with a PGP Key corresponding with the Tag. NOMINET UK will use the PGP Key to verify Transactions from the Tag Holder.

1.5. The Tag Holder's use of the Tag will comply with NOMINET UK's then current instructions which are set out on Nominet's web site at <http://www.nominet.org.uk>.

1.6. The Tag Holder will not knowingly process applications in respect of non-existent Applicants or where the named Applicant has not requested the domain name to be registered to it.

1.7. The Tag Holder will amend details on the Register Database promptly on receiving a request to do so from the Registrant.

1.8. ~~1.8. If the Registrant wishes to use an alternative Tag Holder, and requests the Tag Holder to change the Tag associated with a domain name, the Tag Holder must not delay such a change unless permitted to do so by explicit contractual terms between the Tag Holder and the Registrant.~~

1.9. NOMINET UK shall be entitled to change the Tag associated with any domain name upon receipt of a request from the Registrant of that domain name.

2. TAG HOLDER'S AUTHORITY TO MAKE CONTRACTS ON BEHALF OF APPLICANTS

2.1 The Tag Holder acknowledges that it acts as agent for Applicants and that Applicants will enter into contracts directly with NOMINET UK. Accordingly, the Tag Holder warrants that:

2.1.1. Before submitting an Application to the Automaton, the Tag Holder will draw to the attention of each Applicant the then current NOMINET UK terms and conditions for the registration of domain names (on Nominet's web site) and, in particular, will ensure that the Applicant is aware of:

2.1.1.1. The terms dealing with the use and disclosure of personal data, and

2.1.1.2. NOMINET UK's right to refuse registration if it does not receive the appropriate registration fee and a completed reply form.

2.1.2. Each Applicant has given the Tag Holder all necessary authority to enter the Applicant into a contract with NOMINET UK on the then current

NOMINET UK terms and conditions for the registration of domain names.

2.1.3. In the case of domain name registrations which are accepted by NOMINET UK, that each Registrant has given the Tag Holder all necessary authority to act on its behalf in connection with the administration of the domain name registration for the duration of the registration, and in particular has all necessary authority to make changes to the Register Database entry relating to those domain names on behalf of the Registrant except the "for" field which may only be changed by NOMINET UK in response to a request by the Registrant or as a result of its Dispute Resolution Policy.

2.1.4. It will not seek to abridge, qualify or impose conditions upon the entitlement of Applicants to the registration of the domain names applied for (whether by way of purported charge, mortgage, lien, forfeiture or retention of title, or in any other way).

2.2. NOMINET UK will produce a registration certificate for every domain name registration. NOMINET UK will send the registration certificate either to the Tag Holder or direct to the Applicant, at the option of the Tag Holder.

2.3. Where NOMINET UK sends a registration certificate to the Tag Holder, the Tag Holder will forward the registration certificate and attached reply form to the Applicant without delay.

2.4. The Tag Holder will indemnify NOMINET UK and each of the members of NOMINET UK's Council of Management against any and all claims, costs demands and expenses made against or incurred by NOMINET UK as a result of any breach of clause 2.1 of these terms and conditions.

2.5. If the Tag Holder agrees to act as sub agent for a third party (including without limitation a reseller of domain names) who is acting for the Applicant, the Tag Holder will require that third party to include provisions in the third party's agreement with the Applicant which are at least as onerous as clause 2 of these terms & conditions.

3. DATA PROTECTION

3.1. The Tag Holder will not do anything or omit to do anything which could put NOMINET UK in breach of the Data Protection Act 1998 (or any legislation amending or replacing it).

4. DOMAIN NAME DISPUTES

4.1 The Tag Holder will inform NOMINET UK immediately if the Tag Holder has cause to believe that a particular domain name registration breaches the NOMINET UK rules for .uk domains and sub-domains or the terms and conditions for the registration of domain names.

4.2. The Tag Holder will retain copies of or records of all communications from Registrants, Applicants or third parties relating to disputes about domain names. If NOMINET UK's dispute resolution service has been invoked (and on request), the Tag Holder will promptly copy all written and report all unwritten communications to NOMINET UK, and will give all reasonable assistance at NOMINET UK's reasonable cost to NOMINET UK and to any independent expert considering the dispute. NOMINET UK will treat the information provided to it as confidential unless the appropriate disputing party gives its consent to disclosure.

