

TERMS AND CONDITIONS for the use of a NOMINET UK Tag

The agreement between the user of a Tag ("Tag Holder") and NOMINET UK contains the following terms and conditions.

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. 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.

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.

2.2.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.

5.CREDIT AND PAYMENT

- 5.1.NOMINET UK may provide and maintain a credit account for the Tag Holder, but is not obliged to do so. Nominet reserves the right at its own expense to conduct reasonable credit checks in respect of the Tag Holder from time to time. Nominet will not disclose to any third party credit information relating to the Tag Holder without the permission of the Tag Holder. The level of any credit available to the Tag Holder will be set by Nominet from time to time subject to obtaining satisfactory credit references in relation to the Tag Holder.
- 5.2.Tag Holders may request a higher credit limit from time to time. NOMINET UK may request references and make enquiries of credit checking agencies, and, in its absolute discretion, refuse the request for a higher credit limit.
- 5.3.If the Tag Holder exceeds any credit limit in force from time to time, NOMINET UK may suspend use of the Tag for the registration of new domain names or for any other chargeable Transactions. Non-chargeable Transactions will still be permitted. Such suspension will remain in force while the amount outstanding on the credit account remains equal to or exceeds the credit limit.
- 5.4.NOMINET UK will charge any initial registration fees and all subsequent applicable fees relating to Transactions to the credit account unless
 - 5.4.1.the Tag Holder pays the fees at the time of an application; or
 - 5.4.2.the Tag Holder requests that NOMINET UK invoice the Applicant directly.

- 5.5. Invoices sent directly to Applicants will be charged at the non-member rate (even where the Tag Holder is a member). The current fees are set out on Nominet's web site as amended from time to time.
- 5.6. NOMINET UK will invoice the Tag Holder monthly, and the Tag Holder will pay the sums due under the invoice in a single payment within 30 days after the invoice date. If invoices remain unpaid beyond this period, NOMINET UK may (without restricting its other rights and remedies) suspend use of the Tag for the registration of new domain names or for any other chargeable Transactions. Non-chargeable Transactions will still be permitted.
- 5.7. Where invoiced amounts are outstanding for more than 60 days from the date of the invoice, without restricting NOMINET UK's other rights and remedies, NOMINET UK may charge interest on a daily basis (compounded annually) on that part of the invoiced amount remaining unpaid at the rate of 4% above the HSBC Bank Plc base rate until payment in full is received.

6. DURATION AND TERMINATION

- 6.1. The agreement begins on the date the Tag Holder signs the agreement and continues unless terminated in accordance with the provisions below.
- 6.2. Either party may terminate the agreement by giving to the other party not less than one month's written notice.
- 6.3. Either party may terminate the agreement immediately by giving written notice to the other if:
- 6.3.1. the other commits a material breach of any term of the agreement and (in the case of a breach which is capable of remedy) fails within 14 days after receipt of a written request from the other to remedy the breach; or
 - 6.3.2. the other has a receiver or similar officer appointed over it or any part of its assets, or passes a resolution for winding up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or becomes insolvent, bankrupt or subject to an administration order, or enters into any voluntary arrangement with its or his/her creditors, or ceases or threatens to cease to carry on business.
- 6.4. NOMINET UK may terminate the agreement immediately by giving written notice to the Tag Holder if the Tag is being used in a way likely to endanger the operation of the Automaton or any other computer system operated by NOMINET UK.
- 6.5. On termination or expiry, NOMINET UK will cancel the Tag. The Tag Holder will immediately pay any credit account balance.
- 6.6. Any termination or expiry of the agreement will not affect any accrued rights of either party, nor will it affect the coming into force or continuation in force of any

provision of the agreement which is expressly, or by implication, intended to come into or continue in force on or after termination or expiry.

7.GENERAL

- 7.1.The Tag Holder will not use NOMINET UK's name, any NOMINET UK copyright material and any registered or unregistered trademark of NOMINET UK (in particular, the NOMINET UK logo and other corporate identity material) without the express prior written permission of NOMINET UK.
- 7.2.Each party must keep the other informed at all times of all changes of its name, telephone and fax numbers, postal and e-mail addresses and in the case of the Tag Holder the names of the correct personnel for the receipt of invoices.
- 7.3.If either party cannot perform any of its contractual obligations (other than to make payment) as a result of events beyond its reasonable control, then such party will not have to perform that obligation for the duration of the relevant event.
- 7.4.The Tag Holder may not assign or subcontract any of its rights and obligations under the agreement without the prior written consent of NOMINET UK.
- 7.5.If any clause is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be deemed to be omitted.
- 7.6.Nominet may make reasonable changes to the terms of this Agreement from time to time after discussion with Nominet's Policy Advisory Board or any body replacing the Policy Advisory Board and after consultation with Nominet's members. Nominet will notify the Tag Holder of any such changes by PGP signed e-mail at least 30 days before the changes take effect.
- 7.7.These terms and conditions constitute the entire agreement between the parties in relation to their subject matter and supersede all prior agreements, arrangements and understandings between the parties relating thereto.
- 7.8.All warranties, whether express or implied by statute, law or otherwise, relating to the operation of the Automated Systems are excluded to the maximum extent permitted by law and NOMINET UK will not have any liability whatsoever to the Tag Holder as a result of any failure, delay or error in the operation of the Automaton save to the extent that such liability cannot be excluded by law.
- 7.9.NOMINET UK will in no circumstances (whether in contract, tort or otherwise) be liable for any loss of revenue, loss of profits, loss of goodwill, loss of data or indirect or consequential loss suffered by the Tag Holder.
- 7.10.Any notice to be given under the agreement shall only be deemed to be served if delivered by hand or sent by pre-paid post, by fax or by PGP signed e-mail, to the party to whom it is given at its last known postal or e-mail address or fax number. The notice will be effective: if delivered, on delivery; if sent by fax or e-mail, when

the sender receives confirmation of receipt; and if sent by post, on the fourth day after posting.

7.11.No forbearance or delay by either party in enforcing the provisions of the contract will prejudice or restrict its rights, nor will any waiver of any right operate as a waiver of any subsequent breach.

7.12.The agreement shall be governed by English law and the Tag Holder and NOMINET UK submit to the exclusive jurisdiction of the English Courts.

8.DEFINITIONS

In these terms and conditions:

"Applicant" means an organisation or individual applying to register a .uk domain name via the Tag Holder;

"Automaton" means the automated computer system operated by NOMINET UK which is capable of receiving and processing messages in respect of the Register Database;

"PGP Key" means a public encryption key used by NOMINET UK to authenticate the source of messages sent to the Automaton and which are digitally signed by the Tag Holder using the corresponding private encryption key;

"Register Database" means the register of .uk domain names operated by NOMINET UK;

"Registrant" means an organisation or individual who is recorded in the Register Database as the registrant of a .uk domain name;

"Tag" means a unique identifier allocated to the Tag Holder to be used when communicating with the Automaton to enable NOMINET UK to identify the source of messages sent to the Automaton and to identify who acts for a Registrant;

"Transactions" means requests sent by the Tag Holder to the Automaton to carry out operations on the Register Database. For example, the registration of a new domain name, the amendment of details of an existing domain name or the retrieval of the details of a registration.

SCHEDULE A

Tag Holder:

Account Number:

Tag(s):

SIGNED for and on behalf of

NOMINET UK

by its authorized representative:

Signature: _____

Name: _____

Date: _____

SIGNED for and on behalf of

by its authorised representative:

Signature: _____

Name: _____

Date: _____