These conditions apply to all domain names administered by Nominet, and registrars are required to make their customers aware of them prior to registration of a .UK domain.

## 1. Definitions and interpretation

In these conditions, the following words have the following meanings:

**'cancel'** – Cancelling your **domain name** means that it will be deleted from the **register**, will therefore not work as part of a website or email, and may be released for re-registration on a first come, first served basis.

**'consumer'** – Any natural person who is acting for purposes which are not business related.

**'correct'** – This means that the contact information you or your **registrar** provide us with must be good enough to allow us to contact you quickly at any reasonable time, must not be deceptive, and must clearly identify you.

**'data protection legislation'** – up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

'**domain name**' – An internet **domain name** ending in .uk operated by us.

**'DRS policy'** – The policy and procedure of our dispute resolution service.

**'fees schedule'** – The fees that we charge for the services we provide, which is set out in full on our website.

**'good industry practice'** – The exercise of skill and diligence which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the provision of a domain name registry.

**'personal data'** – Has the meaning given in the **data protection legislation**.

**'proscribed'** – That the **domain name** in our sole discretion would on the face of it (i) tend to indicate, comprise or promote a serious sexual offence and (ii) that there is no legitimate use of the **domain name** which could be reasonably contemplated.

**'register'** – Our database of the domain names ending .uk that we administer.

**'registrar'** – An agent who acts on your behalf in the registration, renewal and other general administration of a **domain name** and to whom we allow access to our automated systems and the **register**.

**'rules'** – Our rules which explain which domain names can be registered in .uk and which cannot.

**'Searchable WHOIS'** – A service we provide under contract which provides the facility to search **WHOIS** data by registrant or for **domain names** where a particular string of characters appear in the **domain name**.

**'special status'** – Various special states your **domain name** may be in, such as suspended due to breach of these conditions, or blocked from transfer or deletion due to the operation of the **DRS Policy** or legal dispute, and redirected to an information/help page following suspension. This will normally mean that you will remain listed as the person who has registered the **domain name** but the **domain name** itself may not work.

'we', 'us', 'our' – Nominet UK (company number 3203859).

**'WHOIS'** – A free service we provide which allows members of the public to check whether a **domain name** exists and if so, provides further details such as the registrant and registrar, creation date, name servers and, subject to our privacy policies from time and the consent of a registrant to have their details displayed on the public WHOIS, further details such as the registrant name and contract address.

'you', 'your' – The person who is entered into the **register** as the responsible person for the **domain name** and who will be listed on the **WHOIS**.

## 2. What we will do

2.1 We will:

> 2.1.1 process your application to register or renew a **domain name** in accordance with the **rules**;

> 2.1.2 maintain overall ownership, control and responsibility for the **register**;

> 2.1.3 make changes to the **register** in accordance with your instructions to transfer or cancel your **domain name** or to change **registrar**; and

> 2.1.4 provide the technical operation of the name servers for the .uk **domain name**s we operate and make entries in the appropriate zone file to delegate your **domain name** in accordance with **good industry practice**.

## 3. What you must do

3.1 You must:

> 3.1.1 pay us directly or via your **registrar** the appropriate transaction fee in accordance with our **fees schedule** from time to time;

> 3.1.2 give and keep us notified of your **correct** name, postal address, phone and email contact information. This includes responding quickly to any request from us to confirm or correct the information on the **register**; and

> 3.1.3 notify us promptly about any legal proceedings which involve your **domain name**.

## 4. Security and registrars

4.1 We do not have to take any action, or make any changes to the **register**, until we are satisfied that we have received a valid request from you.

4.2 We will be entitled to assume that any action requested using your identification code and password has been submitted by you or by someone authorised by you.

4.3 You must keep any user identification code, password or other piece of information used as part of our security procedures confidential. We have the right to disable any user identification code or password, at any time, if in our opinion our security procedures have been compromised.

4.4 Your **registrar** acts on your behalf in registering and maintaining the registration of your **domain name** so that any communication to or from your **registrar** is taken as being to or from you. You should always contact your **registrar** first with any request or question about your **domain name** or changes to it.

## 5. Non payment

5.1 We do not have to start any process until we have received the correct fee for that process.

5.2 We may cancel your **domain name** without further notice if any debt relating to your **domain name** remains unpaid after the due date for payment.

5.3 We will not provide credit notes or refunds unless we have made a significant mistake or condition 11.5 applies.

## 6. Your promises and indemnity

6.1 By registering your **domain name** you promise that:

> 6.1.1 you (or your **registrar**) have the permission of any person whose **personal data** is to be held on the **register** in line with condition 8;

> 6.1.2 any identity and contact information you (either yourself or through your **registrar**) send us is **correct** and kept up to date;

> 6.1.3 by registering or using your **domain name** in any way, you will not infringe the intellectual property rights (for example, trade marks) of anyone else;

6.1.4 the alphanumeric characters which constitute the **domain name** are not **proscribed**; and

6.1.5 that you will not use the **domain name** for any unlawful purpose.

6.2 Unless you are a **consumer**, you will pay us any and all reasonable costs, claims and expenses (whether direct or indirect) arising out of any claim that you have broken any of the promises in condition 6.1.

6.3 Our right to rely on the promises in condition 6.1 and indemnity in condition 6.2 will continue to be available after the **domain name** has been registered and will not be affected by the cancellation or transfer of the **domain name**.

## 7. Nature of domain names and the register

7.1 A **domain name** is not an item of property and has no 'owner'. As a result:

7.1.1 we will not be bound by, or record on the **register**, any mortgage-related obligations;

7.1.2 we own and keep all copyright and database rights in the **register**.

## 8. Personal data

8.1 We will make your **personal data** available in the following ways, but not release it for any other purpose to any other person.

8.2 We will:

8.2.1 include it on the **register**;

8.2.2 include it on the **WHOIS** and **Searchable WHOIS** if you have consented for us to do so;

8.2.3 give your **personal data** to people with a legitimate reason for asking for it (based on the exemptions in the **data protection legislation**), including law enforcement agencies;

8.2.4 give your **personal data** to your current or proposed **registrar** (or both); and

8.2.5 use it as set out in the **DRS policy**.

8.3 You may write to us to ask for a copy of the **personal data** we hold about you or you can ask your **registrar**.

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8.4 By registering a **domain name** with us you agree to us using your **personal data** as set out in these conditions.

## 9. The dispute resolution service

9.1 You agree to be bound by the **DRS policy**.

9.2 We (including in this case our directors, officers, staff of all types and any DRS expert) will not be liable to you or anyone else for anything done or not done in connection with any proceedings under the dispute resolution service, unless the act or lack of action is shown to have been in bad faith.

## 10. Cancelling or altering the domain name

10.1 We may cancel or put a **domain name** into a **special status** by notifying you if:

10.1.1 in our sole discretion we believe that you or your **registrar** have provided significantly inaccurate, not **correct**, unreliable or false contact details (including names), failed to keep your contact details up to date, or failed to give us those details at all;

10.1.2 in our sole discretion we believe the **domain name** is being used, or has a high risk of being used, in a way that is likely to endanger any part of the domain name system, other internet users (including but not limited to the distribution of viruses and malware, phishing activity or facilitating distributed denial of service attacks), or our systems and internet connections; or

10.1.3 you have broken any of the conditions (including the **rules** and **DRS policy**) and (in the case of a matter which it is possible to put right and which is not covered by condition 5.2, 10.1 or 10.2) you do not put it right within 30 days of us notifying you.

10.2 We may (but do not have to) transfer, cancel, alter or amend the **domain name**, put it in a **special status** or prevent its renewal:

10.2.1 on your instructions;

10.2.2 if we reasonably believe that the changes to update the **register** or to correct any error, ambiguity or inaccuracy relating to the **domain name** registration (including any error in making the **domain name** available for registration or an error in a previous cancellation of the **domain name**) would make it more accurate;

10.2.3 if you withdraw your permission for us to process your **personal data** for any or all of the purposes described in condition 8;

10.2.4 to carry out the decision an expert has made under our dispute resolution service; or

10.2.5 if we receive a complete and valid court order which we or you (or both) must obey, or if not making the changes the court orders would be a contempt of court by us or you.

10.3 If you are an natural person, your **domain name** will be cancelled if you die and the person legally appointed to deal with your assets after you die does not transfer your **domain name** (either to themselves or someone else) within a year of your death (or the end of their appointment, whichever comes first).

10.4 If you are not an natural person, your **domain name** will be cancelled if you complete a liquidation or disbandment process or otherwise no longer exist, even if (where possible) you are later restored by an official or court order or decision.

## 11. Duration, renewal and transfer

11.1 We will register your **domain name** for a period between one and ten years in accordance with your **Registrar's** instructions. Registrations made directly with us may only be made for fixed terms of two years. You may renew your **domain name** at the end of its term in accordance with our renewals processes.

11.2 We may transfer our rights and responsibilities with respect to your **domain name** to anyone else in our sole discretion.

11.3 If you want to transfer your **domain name** to someone else, you must:

11.3.1 use our current published transfer process; and

11.3.2 make sure that the person taking over your **domain name** accepts these conditions in full.

11.4 If you do not transfer your **domain name** in accordance with our published transfer process there will be no valid transfer of your **domain name**, and no document or agreement attempting or claiming to transfer your **domain name** will have any effect.

11.5 If you are a **consumer**, you may have a right to cancel your **domain name** under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or similar laws amending or replacing it.

## 12. Exclusions and limitations of liability

12.1 Nothing in these conditions limits or excludes our liability for fraudulent misrepresentation or death or personal injury caused by our negligence.

12.2 By registering the **domain name**, we are not acknowledging that you have any rights in any words within the **domain name**.

12.3 We will not be liable for:

> 12.3.1 any loss of profit, revenue or other type of economic loss (whether direct or indirect);

> 12.3.2 loss of business or contracts;

> 12.3.3 loss of expected savings or goodwill; or

> 12.3.4 any losses which a court categorises as 'consequential', or 'indirect' arising out of or in connection with your registration of a **domain name** with us, including but not limited to:

>> 12.3.4.1 any mistake or missing information in the **register**; and

>> 12.3.4.2 loss of registration or use, or both (for whatever reason and whether temporary or otherwise), of the **domain name**.

12.4 Implied terms are, to the fullest extent permitted by law, excluded from these conditions.

12.5 Our total liability to you, whether under these conditions or otherwise (including liability for negligence), will be no more than £5,000.

12.6 If you are a **consumer**, conditions 12.3, 12.4 and 12.5 do not apply to you. Your statutory rights are not affected - for information contact your local authority Trading Standards Department or your Citizens Advice Bureau.

12.7 Conditions 8, 10.3, 10.4, 12 and 13 will continue to apply after your **domain name** registration has ended for any reason.

## 13. General

13.1 If a court rules that any of these conditions is invalid, unenforceable or void, the remaining conditions will continue in full force and effect.

13.2 A person who is not a party to these conditions shall have no rights to enforce any of these conditions.

13.3 We reserve the right to make reasonable changes to these conditions (including the **DRS policy** and **rules**) at any time.

13.4 Except as set out in the **DRS policy**, any notice in relation to your **domain name** will be considered to have been served if hand-delivered, or sent by prepaid post or by email, to you or your **registrar** at any postal or email address on the appropriate **register** entry, and will apply from the date it was delivered, or if not delivered the date it was sent or posted.

13.5 Any notice to us may be hand-delivered or sent by prepaid post to our registered office, or sent by email to nominet@nominet.uk.

13.6 These conditions, together with the **rules** and **DRS policy**, are the basis for the entire agreement between you and us for the **domain name**, and replace all previous contracts, understandings and representations about this **domain name**, whether spoken or written.

13.7 No failure or delay by us to exercise any right or remedy provided for in these conditions shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.8 Except as provided below, your **domain name** registration, these conditions, and any dispute or claim arising out of or in connection with it shall be governed by and construed with in accordance with the law of England and Wales. The courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim arising. If you are a **consumer** in Scotland or Northern Ireland, we will accept your local law and courts.