

TERMS AND CONDITIONS OF DOMAIN NAME REGISTRATION WITH NAMES.OF.LONDON LTD

By registering a **domain name** with us you enter into a contract of registration with Names.Of.London Ltd. The contract includes conditions limiting our liability and relating to our use of your personal information. This contract is just for the **domain name** and separate to any arrangement you may have with any other organisation for providing internet services, or any agreement you may have entered into with an **agent** you have instructed to purchase a **domain name** on your behalf.

TERMS AND CONDITIONS OF DOMAIN NAME REGISTRATION

By registering a **domain name** with us, you enter into a contract of registration with Names.Of.London Ltd on the following conditions, which includes conditions limiting our liability and relating to our use of your personal information.

This contract is just for the **domain name** and separate to any arrangement you may have with any other organisation. For a full list of **domain name** endings we offer, see our website at <http://names.of.london/>

Names.Of.London is a UK Registered limited company, Registration Number 09828680.

We cannot, and do not, investigate what rights you have to **register** or use the **domain name**. So, we think it is reasonable for us to limit our liability in certain respects so that we may continue to offer our services in the interests of the whole internet community.

This contract includes the Names.Of.London Registry Policy & Procedure and the rules. You can get copies of these from our website. Other policies we refer to do not form part of this contract and may change at any time.

DEFINITIONS

1. The following words marked in bold will have specific meanings in this contract.

agent – Someone who may act on your behalf to deal with us, which will be shown in the **WHOIS**.

cancel – Cancelling this contract and your **domain name** are the same thing. If the contract ends, the **domain name** will be deleted, will no longer work as part of a website, app or e-mail, and will be released to be registered again under our rules.

consumer – You are a **consumer** if you are an individual not registering, using or planning to use the **domain name** as part of a business, trade or profession.

correct – This means that the information must be good enough to allow us to contact you quickly at any reasonable time without having to get information from anywhere else, must not be deceptive, and (if possible for that type of information) must clearly identify you. For your name this also means that the information must be detailed enough that we can tell exactly who you are (in legal terms, exactly which legal entity we have this contract with). This may be required to prove you control your **domain name**, so a failure to keep your information correct may result in you losing control of your **domain name**.

domain name – An internet **domain name** operated by us. For a full list of ending we support, please see our web site – <http://names.of.london/>

EEA – The European Economic Area, which consists of the EU, Iceland, Norway, and Lichtenstein.

name servers – Computers that provide specific translation information in the **domain name** system.

notify – Serving notice to you, or your **agent**

personal data – Any information about an identifiable living person (for example, your name, address or phone number).

proscribed – A **domain name** such that an application for the **domain name** in our sole discretion would not be accepted.

register – Our record of **domain names** and details about you, your **agent** (if you have one) and other information we need.

registry – The collection of all records for **domain name** endings we operate, the **name servers** for that domain, the contact information (optionally including **personal data**) related to the **domain name** and any other non-**personal data** information we deem necessary to keep for the purposes of maintaining the service.

rules – Our rules which explain which **domain names** can be registered, which cannot and which may be subject to manual inspection before they can be registered.

special status – Various special states your **domain name** may be in, such as *Applied-For* or *onHold*. See our website for details.

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, and may mean that other actions with the **domain name** are blocked.

WHOIS – A system which provides public information about **domain names**. See our website for details and how to use the **WHOIS**.

2. Also in this contract, the following words have special meanings but will not be put in bold.

“conditions” – includes all parts of the contract, not just those that lawyers call conditions.

“we”, “us”, “our” – Names.Of.London Ltd (company number 09828680).

“you”, “your” - The person or organisation who is entering into this contract with us and who the **domain name** will be registered for.

WHAT WE WILL DO

3. We are the registry for Internet **domain names**, for a full list of our supported ending, please see the web site. We will carry out the general duties that we believe a registry should.

This includes (among other things):

3.1 processing your application to **register** or renew a **domain name** in the light of our **rules**, and your right to renew;

3.2 maintaining overall ownership, control and responsibility for the **register**

3.3 if we are listed as your **agent**, making changes to the **register** at your request or providing information about the **domain names** in our registry;

3.4 if the **domain name** is not in a special status, entering details about the **domain name** into our **name servers**

3.5 publishing procedures for you to renew the **domain name** and for recording a transfer, surrender or change of **agent** for the **domain name**.

3.6 publish the appropriate DNS information for all **domain names** that have a current live subscription in the global DNS and takes steps to try and ensure your **domain name** works in the normal way at all times. This may exclude exceptional circumstances, and must take into account that we have no control over large parts of the functioning of the Global Internet itself.

3.7 although our **domain names** work just like any other **domain names**, we can not guarantee the suitability of any particular **domain name** for any specific or particular purpose.

WHAT YOU MUST DO

4. You have various responsibilities set out generally in this contract. You must also:

4.1 give and keep us notified of your **correct** name, postal address and any phone, fax or e-mail information and those of your contacts. This duty includes responding quickly and **correctly** to any request from us to confirm or **correct** the information on the register;

4.2 **notify** us at once about any court or dispute proceedings which involve the **domain name**; and

4.3 **notify** us of the details of **name servers** for the **domain name** which you are allowed to use and which respond promptly and **correctly** about the **domain name** at all reasonable times.

4.4 You will ensure that the contact information attached to the **domain name** that relates to the contact tagged as "Owner" relates directly to the person or organisation for whom the **domain name** has been registered.

The term "Owner" is a identification tag for a contact record and does not have any special legal status or meaning (see item 10), but is short hand to refer to the person or organisation for whom the domain name has been registered.

AGENTS, REPRESENTATIVES AND SECURITY

5. For the security of your **domain name** we have the following procedures to try to make sure that our instructions come from you or someone allowed to act on your behalf.

5.1 We do not have to take any action, or make any change to the register, until we are satisfied that we have received a valid request from the right person.

5.2 You will help us with our security checks, provide any identification or documentary evidence we reasonably ask for, and allow us to keep copies of those documents for our files.

5.3 If you have an identifier (for example, a password, a token, personal information or a code) to use with us or our systems, you must keep it secret and safe because we will be allowed to assume that any action done or asked for using that identifier, or a product of it, was done or asked for by you or by someone authorised to act for you. We will be entitled to enforce procedures for dealing with lost, cancelled or insecure identifiers.

5.4 Your **agent** acts on your behalf in registering and maintaining the registration of the **domain name** so that, unless the matter relates to something covered by condition 5.6 below,

any communication to or from your **agent** is taken as being to or from you. You should always contact your **agent** first with any request or question about your **domain name** or changes to it, as we will only act if we are satisfied that your **agent** cannot or will not.

5.5 We may also specify other types of authorised representative or contact whose instructions we will accept in certain cases, what types of instructions they can give us, and whether they can take your place if we need to **notify** you. If you **notify** us that you want someone to represent you, you are giving them power to act and us power to act on their instructions and (if this applies) **notify** them instead of or as well as you.

5.6 We may publish on our website from time to time certain activities which your **agent** is not allowed to do on your behalf or where we want to deal with you directly (or both).

5.7 If you need to, for example you are unable to contact your **agent**, we will provide a procedure for you to take over direct control of your **domain name**

FEES AND PAYMENT

6. Names.Of.London Ltd is a UK Limited Company. Our fees reflect the cost of the work we do and the value of the services we provide. We:

6.1 may make a charge for any of the services we provide under this contract, as long as (where only we can provide the service) we believe the fee is set a level commensurate with the value of the service provided;

6.2 do not have to start any process, including any change to the **register**, until we (not just your **agent**) have received (within any time limit) any fee for that action and any other fees that have not been paid for the **domain name** or things done with it – it is your duty to make sure that we are paid and that there is enough information with the payment to make sure that we know which **domain name** it relates to;

6.3 may cancel the **domain name** without further notice if any debt relating to the **domain name** remains unpaid after the deadline we have set; and

6.4 unless condition 24 or 34 applies, will not provide credit notes or refunds.

YOUR PROMISES AND INDEMNITY

7. By entering into this contract you promise that:

7.1 you (or your **agent**) have the permission of any person whose **personal data** is to be held on the **register** in line with condition 11;

7.2 any identity and **contact information** you (either yourself or through your **agent**) send us must be **correct**;

7.3 you will send us the information needed under condition 7.2 as soon as possible, through your **agent** where applicable, and you will keep them up to date;

7.4 by registering or using the **domain name** in any way, you will not infringe the intellectual property rights (for example, but not limited to, trademarks) of anyone else;

7.5 you are entitled to **register** the **domain name**;

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

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

7.8 that you will not use the **domain name** to appear to represent anybody but you.

Including, but not limited to, you will not fraudulently impersonate another country, organisation or other entity, including (but not limited to) using ISO country identifications (e.g. iso3166) to fraudulently impersonate official departments, governments entities or any other official representative, or appointed representative, of the country.

8. You will pay us (including the current or past members of our Board of Directors) 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 7.

9. Our right to rely on the promises in condition 7 and indemnity in condition 8 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**.

NATURE OF DOMAIN NAMES AND THE REGISTER

10. A **domain name** is not an item of property and has no 'owner'. It is an entry on our **register** database, reflected by our **names servers**, which we provide as part of this contract.

As a result:

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

10.2 we own and keep all copyright, database and intellectual property rights over the **register**; and

10.3 you should not rely on the registration or continued registration of the **domain name** until we confirm that any application you make has completed and you confirm that your **correct** name is recorded in the **register** for the **domain name**.

PERSONAL DATA

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

11.1 include it on the register;

11.2 include it on the **WHOIS** (which is also available outside the **EEA**). For these purposes we will publish only those parts of your **personal data** you specifically allow us to;

11.3 if they ask in writing, give your **personal data** to people with a legitimate reason for asking for it (as prescribed in UK or EU law), including, but limited to, government or law enforcement agencies;

11.4 give your **personal data** to your current or proposed **agent** (or both); and

11.5 use it as set out in the Registry Policy & Procedure.

12. You may write to us to ask for a copy of the **personal data** we hold about you, or you can look at the **WHOIS**, or you can ask your **agent**.

13. By registering a **domain name** you agree to us using your **personal data** as explained in conditions 11 and 12.

THE DISPUTE RESOLUTION SERVICE

14. You agree to be bound by, and conform to:

14.1 the Registry Policy & Procedure; and

14.2 if there is a dispute with respect to the rights to hold a **domain name** it will be settled in accordance with the ICANN "*Uniform Domain Name Dispute Resolution Policy*" - for more information, see <https://www.icann.org/>

15. Except as specified by UK Law, we (including in this case our directors, officers, staff of all types and any expert) will not:

15.1 be liable to you or anyone else for anything done or not done in connection with any proceedings under the dispute resolution service; and

15.2 be asked or forced to reveal information or materials which we gained as a result of any informal mediation stage of the dispute resolution service, unless ordered by a court with relevant jurisdiction.

REFUSING, CANCELLING OR ALTERING THE DOMAIN NAME

16. We reserve the right to refuse to approve any **domain name** application, unless such a refusal would represent a breach of UK or EU law. The submission of an application does not obligate us to accept the application. We shall not be liable for loss or damages that may result from our refusal to accept the application. If the application is not accepted, we will notify you or your agent and return any payments received.

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

16.1 we receive independent proof that you 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;

16.2 you have broken any part of condition 7 or 8;

16.3 the **domain name** is being used in a way that is likely to endanger any part of the **domain name** system or our systems and internet connections; or

16.4 you have broken any of the conditions (including the rules, Registry policy procedure) and (in the case of a matter which it is possible to put right and which is not covered by condition 6.3, 16.1 to 16.3 or 17) you do not put it right within 30 days of us notifying you.

MAINTAINING YOUR DOMAIN

17. 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:

17.1 on your instructions (including the absence of instructions to renew - see condition 20), or by someone apparently acting for you (see condition 5);

17.2 if we reasonably believe that the contact details on the **register** for you are so inaccurate or false that we would not be able to **notify** you of the change;

17.3 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;

17.4 if you withdraw your permission for us to process your **personal data** for any or all of the purposes described in clause 11;

17.5 to carry out the decision made under our dispute resolution service; or

17.6 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.

TERMINATION

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

19. If you are not an individual, this contract will end 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.

DURATION, RENEWAL AND TRANSFER

20. Unless ended earlier under this contract or we are given different instructions, we will enter your **domain name** on the **register** for as many years as your payment covers. You may enter your **domain name** on the **register** for a number of years from one year to ten years. If we receive your renewal request and fee in the standard format by the deadline we set, and in line with the conditions of this contract generally, you will have the right to enter into a new contract with us on the same standard conditions that we are then offering to people registering new **domain names**. The specific procedure which applies to renewals is set out on our website, or you can ask your **agent**.

21. We may transfer our rights and responsibilities under this contract to anyone else.

22. If you want to transfer your **domain name** to someone else, you must, as well as any general requirements in this contract:

22.1 use our current published transfer process; and

22.2 make sure that the person taking over the **domain name** accepts what remains of this contract in full.

23. If you do not transfer your **domain name** (in line with Registry Policy & Procedure, as needed by condition 22) there will be no valid transfer of this contract and **domain name**, and no document or agreement attempting or claiming to transfer the **domain name** or this contract (or both) will have any effect.

24. If you are a **consumer**, who bought their **domain name** directly from us, you may have a right to cancel this contract under the Consumer Protection (Distance Selling) Regulations 2000 or similar laws amending or replacing it. The right must be claimed within seven working days of the start of the **services**. If this happens, we will cancel the **domain name** and provide you a full refund within 30 days. If you appointed an **agent** to make the application for your **domain name** on your behalf, you will have to approach them as your rights may be vary depending on their jurisdiction.

EXCLUSIONS AND LIMITATIONS OF LIABILITY

25. Please note the explanation about liability at the beginning of this contract. You agree that it is technically impracticable to provide services free of faults and Names.Of.London Ltd does not undertake to do so.

25.1 you agree that Names.Of.London Ltd shall have no liability to the you for any loss

(i) in connection with our processing of any application for registration of a **domain name**.

(ii) in connection with our processing of any modification to the **domain name** record

during the period of registration

(iii) resulting from the refusal of us to accept any application for registration (apart from the refund any fee paid by you to us)

(iv) as the result of any failure on the part of your agent to pay either the initial registration fee or any fee payable on renewal of registration

(v) as a result of the application of a Dispute Resolution, or the implementation by us of any order or decision of a Dispute Resolution.

26. By registering the **domain name**, we are not acknowledging that you have any rights in any words within the **domain name**, and we are not authorising you to use the **domain name** as part of a business.

27. We will not be liable to you whether under contract law, the legal rules about duties to other people (known as the law of 'tort') including negligence or otherwise, for:

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

27.2 loss of business or contracts;

27.3 loss of expected savings or goodwill; or

27.4 any losses which a court categorises as 'consequential', or 'indirect' arising out of or in connection with the contract, including but not limited to:

27.4.1 any mistake or missing information in the register; and

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

28. The law normally implies terms into contracts, but you and we agree that, as far as the law allows, they do not apply to this contract.

28.1 Nothing contained within the contract shall be construed as creating any agency, partnership or other form of joint enterprise between us and the you or between the you and any other **domain name** owner.

For the avoidance of doubt, **agents** (sometimes referred to as Resellers or Registrars) specified on our site or otherwise are not agents of ours, but offer to purchase domain names, and optionally provide additional services, on your behalf.

29. Our total liability to you, whether under these conditions or otherwise (including liability for negligence), shall not exceed 125% of the registration or renewal fees paid by you to us for the current period of registration

30. If you are a **consumer** your statutory rights are not affected - for information contact your local authority Trading Standards Department or your citizens advice bureau.

31. Conditions 11.1, 18, 19 and 25 to 39 will continue to apply after this contract has ended, even if that happens because we or you end this contract wrongfully.

GENERAL

32. If a UK court, or court with jurisdiction over the UK, rules that any of these conditions is not valid or cannot be enforced, the other conditions will continue to be valid and enforceable.

33. This contract does not give you any legal rights against other people who have registered **domain names** or give other people rights against us for any reason.

34. The internet is constantly changing and developing. As a result of this, we reserve the right to make reasonable changes to the terms of this contract (including the Registry Policy &

Procedure and rules) at any time during the term of the contract. We will only do so when we have good reason. Unless we are acting because of a legal requirement or a court order. We will publish a notice in advance (ideally, 30 days in advance) on our website and provide a link from the Policies page. The changes will apply from the date shown in the notice. You should visit our website regularly to find out about any changes. If you do not agree with any change to the conditions, you may **notify** us that you want to end the contract in at least 30 days' time. In this case, we will give you a proportionate refund of the registration for the remaining period.

35. Our address is Names.Of.London Ltd, Suite 34, New House, 67-68 Hatton Garden, London, EC1N 8JY

e-mail: registry@names.of.london

36. Except as set out in condition 5.4, or in the Registry Policy & Procedure, any notice to be given under the contract will:

36.1 be considered to have been served if hand-delivered, or sent by prepaid post, fax or e-mail, to you, your **agent** or representative (see condition 5.5) at any postal or e-mail address or fax number on the appropriate **register** entry (if to us, at any of the addresses above); and

36.2 apply from the date it was delivered, or if not delivered the date it was sent or posted.

37. This contract is a legally binding document. You should read it carefully and make sure that it contains everything you want and nothing you are not prepared to agree to. These conditions, together with the rules, Registry Policy & Procedure, are the entire contract between you and us for the **domain name**, and replace all previous contracts, understandings and representations about this **domain name**, whether spoken or written.

38. We deal with a large number of **domain names** and we rely on you or other people to tell us about any changes to your personal information or status. This means that sometimes we continue to list a **domain name** or accept instructions even after this contract has ended, or should have been ended. Nothing we do, or do not do, during that period stops the contract from ending, stops us from ending it, or acts to create a new contract.

39. This contract is made under the law of England and any court proceedings must be in the English courts.