



## **Indexscope Ltd t/a ABCnet: Terms and Conditions for Domain Name Registration and Renewal**

Application for Domain Name Registration or Renewal through ABCnet is assumed to indicate acceptance of the terms and conditions as shown.

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### **1. Definitions**

1. In these Conditions:

**Agreement** means any agreement made subject to these Conditions that shall incorporate these Conditions;

**Company** means Indexscope Ltd t/a ABCnet (company registered number 2780040) of Maple House, 382 Kenton Road, Harrow, Middlesex, HA3 9DP;

**Customer** means any person or organisation with whom the Company enters into an Agreement subject to these Conditions;

**Domain Name** means any name and appropriate classification and or geographic locator registered with an appropriate domain registry and converted to an Internet Address by means of a Domain Name Server;

**Service Commencement Date** means the date identified as date of submission of a registration application and the delivery date on the company invoice to the Customer

2. Agreement

The following terms and conditions apply to the registration of domain names and provision of a domain name service by the Company. For the purposes of these terms and conditions, any reference to the registration of a domain name includes, without limitation, the provision of the associated domain name service.

Submission of an application for domain name registration or renewal, whether by online or other means, will indicate acceptance of the terms and conditions shown below.

## 2. Liabilities and indemnities

1. In making application to the Company to register a domain name, the Customer warrants that he has the right to use the name which will form the prefix of the domain.
2. In making application to the Company to register a domain name, the Customer agrees to indemnify and to keep the Company and its directors and officers fully and effectively indemnified at all times against such costs, liabilities, claims, damages, losses, actions and expenses (including without limitation, legal expenses) arising directly or indirectly from the domain registration and or breach by the Customer of any of these terms and conditions.
3. The Company shall not be liable to the Customer whether in contract, tort, by statute or otherwise in respect of any loss of profit and/or for any indirect, incidental or consequential loss or damage arising out of or in connection with the domain names including (without limitation):
  - a) loss of revenue
  - b) loss of anticipated savings
  - c) loss of business and/or goods
  - d) loss of goodwill
  - e) loss of use
  - f) loss and/or corruption of data and/or other information
  - g) loss of anticipated revenue
  - h) loss of anticipated business
  - i) damages
  - j) costs
  - i) expenses incurred ir payable to any third party
  - l) downtime
  - m) any damage relating to the procurement of any substitute services

For the avoidance of doubt, neither the types of loss and/or damages shown above nor any similar types of loss and or damage shall constitute direct loss for the purposes of these terms and conditions.

4. In no event shall the Company's liability to you whether in contract, tort, by statute or otherwise exceed the registration fee for the domain name.
5. Neither party excludes or limits its liability to the other for death or personal injury resulting from the proven negligence of either party, its employees or agents.

## 3. Registrations

1. The Customer may submit an application to register a domain name which will be registered in the name given by the Customer at the time of application. It is the responsibility of the Customer to ensure that correct details are supplied at the time of registration.
2. The Customer may submit an application to register a domain name on behalf of, and in the name of, a third party (in the case of, but not limited to, a Channel partner) and or register the domain name in the name of the Customer on behalf of a third party provided that the Customer has the prior consent of the third party and agrees at any time, on request by that third party, to allow that third party to re-register or transfer the domain to their own name.
3. The Company reserves the right to immediately cancel without notice the domain name if the Company believes that you have registered a domain name in contravention of Clause 2.1 or with the intention of defrauding or impersonating a third party.
4. If the Customer applies to register the domain on behalf of a third party, and the customer is registered with the Company as the billing contact, the Company, at its option, will be entitled to receive payments due in respect of the domain registration from the Customer or the relevant third party. The Customer and the Company shall be jointly and severally liable in this respect.
5. The initial registration of the domain name is for two years from the service commencement date. Thereafter, the registration may be renewed for further periods provided that the appropriate registration fee is paid on or before the relevant renewal date. It is the responsibility of the Customer to ensure that application to renew the domain registration is

made at least 30 days before the renewal date and to provide accurate and up to date contact details.

6. Whilst the Company will endeavour to send reminders of renewal dates it does not guarantee to do so and will not be liable if the Customer fails to renew any registration on time.
7. Registration of domain names that are not renewed will be cancelled.
8. If the Company is not in receipt of the appropriate fee for renewal of domain registration by the due date for the renewal of the name, the domain name will be deemed expired and released back into the domain pool for re-registration by another registrant.
9. The Customer may surrender the registration of the domain name at any time by notice in writing to the Company. No refunds of registration fees will be made on surrender of domain name registration.
10. Once the domain name and the Customer's full contact details have been registered with the appropriate registry, no refunds shall be payable by the Company.
11. All domain names are registered on a first come, first served basis.
12. There is no guarantee that a domain name application has been accepted until you receive a confirmation of registration. The Company advises the Customer not to, and the Company accepts no liability arising from, any action taken in respect of the use and or registration of the domain name before you have received confirmation of registration and full payment has been received and accepted by the Company.
13. Acceptance of an application to register a domain name is at the discretion of the Company. Without prejudice to the generality, the Company may refuse to accept a domain registration application if the domain name is:
  - a) currently registered
  - b) on the list of reserved words
  - c) is obscene or otherwise deemed to be unsuitable by the Company at its discretion
14. Acceptance of a domain name by the Company shall not be construed as the Company approving or agreeing that you have the right to register that name.
15. The Company may cancel the registration or suspend registration of the domain name if:
  - a) ordered to do so by a Court with competent jurisdiction
  - b) the use of the domain name is illegal
  - c) if there is a breach of these terms and conditions including, without limitation, Clause 2.1
  - d) the continued use of a domain name could cause technical problems on the internet
  - e) following the ICANN Uniform Domain Name Dispute Resolution Policy the name has been judged to infringe the trademark or other intellectual property of the complainant.
16. The Company gives no warranty and makes no representations in respect of the domain names registered including, without limitation, the availability of any domain names and hereby excludes to the fullest extent permitted by law, all conditions, warranties, terms, undertaking and responsibilities, express or implied, whether by statute, common law or otherwise in relation to such domain names.
17. A domain name cannot be bought or owned. In submitting a request for registration, the Customer acknowledges that the Company will arrange for a domain name to be registered and pointed to an internet address and will make a charge for doing so.

#### **4. Fees**

1. The fees for the registration and renewal of domain names are those advertised on the Company website and may from time to time be changed.
2. The Company will invoice the Customer for the registration for the domain name on receipt of an application to register the domain name and for the renewal of the domain name registration on or before the renewal date.
3. Registration of the domain name will not be considered to be effective until the registration fee has been cleared and made available to the Company whether this be via credit or debit card or wire of funds transfer from the Customer's bank account.

4. Payment of invoices for domain name registration and renewal must be made within the period stated on the invoice. If the Company does not receive payment within such period, the Company, shall be entitled, at its option, to suspend, surrender or remove the domain name.
5. Any domain name surrendered or removed may be made available for further registration by the public. If surrendered or suspended, the Company reserves the right to charge a Customer for resumption of the registration of the domain name.
6. If the registrant for the domain name changes, the Customer must inform the Company of the change of details. The Company will take steps to submit change of details to the appropriate top level domain registrar and in accordance with the appropriate policy applied by that registrar. The Company accepts no liability and shall not be held responsible if a third party registers the domain name in the course of re-registration or other administrative procedures.

## **5. Top Level Domains (TLDs) and Country Coded Top Level Domains (ccTLD)**

1. In the case of **.com/.net/.org/.biz/.info/.tv** registrations, registrants agree to submit to proceedings under ICANN's Uniform Domain Dispute Policy (UDRP) - <http://www.icann.org/dndr/udrp/policy.htm> and comply with requirements set by the Registry; these policies are subject to modification.
2. In the case of a **.uk** registration (.co.uk, .net.uk, .org.uk etc.), registrants agree to be bound by the Terms and Conditions of Domain Name Registration of Nominet UK which may be found at <http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/>. These Terms and Conditions include Dispute Resolution Service (DRS) policy, DRS procedure and rules. By entering a registration ending in .uk you agree to enter into a contract of registration with Nominet UK.
3. In the case of a **.cc** registration, registrants agree to be bound by the Dispute Policy incorporated herein and made a part of this agreement by reference. The current version of the Dispute Policy may be found at <http://www.nic.cc/policies/dispute.html>. Registrants acknowledge and understand that by accepting the terms of this agreement they shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry's site at <http://www.nic.cc>
4. In the case of **.tv** registrations, registrants acknowledge that they have reviewed the .tv General Terms of Service which may be found at <http://www.tv/en-def-5066945b5fcc/en/policies/tos.shtml> and expressly agree to the terms outlined therein.
5. In the case of a **.biz** registration, registrants acknowledge that registrations in the.biz top level domain must be used or intended to be used primarily for bona fide business or commercial purposes. For information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm>

## **6. Data protection and publication of Customer information**

1. The details submitted by the Customer during the registration application will be published by the appropriate registrar's WHOIS service unless the Customer has selected the option to opt-out of WHOIS listing.
2. Where a Customer opts-out of the WHOIS listing, the Customer name will be shown against the registration, but other details will either be suppressed or replaced by the Company's details for technical, billing and abuse contacts in accordance with the domain registrar's policy.
3. All Customers acknowledge that the Company may be required by current or future legislation to access, store, copy or otherwise Customer data stored within or transmitted by our service. By submitting an application for domain registration you expressly agree that we may access and use your personal data or other account information in connection with any investigation and may disclose such data to any third party who has a legitimate interest in the domain including to governmental and law enforcement agencies, to third parties with a legitimate reason for requesting information and on production of a Court order.

## **7. Law and Arbitration**

1. These terms and conditions are subject to the laws of England.

2. These terms and conditions incorporate the provisions for arbitration if any are available under any Code of Practice issued by the Company or by any appropriate Top Level Domain registrar. Any dispute which may arise between the parties concerning these terms and conditions shall be determined either in accordance with such arbitration procedure, if any, or by the High Court of Justice in England and the parties hereby submit to the exclusive jurisdiction of the court for such purpose.