

Summary of Terms and Conditions

Part A - Applicable to Australian Residents and/or .au domain applications

If your application for a domain name is accepted and approved, you will be granted a two year Domain Name Licence for that domain name

You are required to make several statements to us in relation to your domain name application - please read them carefully to ensure that those statements are correct You are entitled to transfer your domain name registration to another registrar, and we will facilitate such transfer for you according to our obligations under auDA's Published Policies (see)

You are bound by the .au Dispute Resolution Policy (auDRP) in relation to your registered domain name, as well as such other dispute resolution policy which may be adopted by auDA from time to time.

You accept that our liability to you under these terms and conditions are limited

1. Definitions

In this document, unless the context requires otherwise:

auDA means .au Domain Administration Limited ACN 079 009 340, the industry self-regulatory body responsible for administering domain names with the .au suffix.

Domain Name means the domain name which is the subject of your application, and if successful, the Domain Name Licence.

Domain Name Licence means your licence to use the Domain Name which is the subject of your application.

Published Policies means those specifications and policies established and published by auDA from time to time in accordance with its constitution, and can be found at auDA's web site at www.auda.org.au.

Registry Operator means the operator of the domain names registry for the Domain Name.

We, our or us refer to Australian Style Pty Ltd, trading as Bottle Domains the registrar of record for your Domain Name Licence.

You or your refer to the person applying for, or the holder of, a Domain Name Licence.

2. General

You are bound by the terms of this document, even if you have entered into this document through an agent, and even if you licence the use of the Domain Name to another person.

3. Domain Name Application and Registration

3.1 Your application for a Domain Name must be in the form prescribed under the Published Policies. The Domain Name must comply with the Published Policies.

3.2 You accept that even if we have accepted and approved your Domain Name application, the application may still be rejected by the Registry Operator in performing its final integrity checks.

3.3 You accept that neither you, nor we, have any proprietary right arising from the registered Domain Name, or the entry of a Domain Name in the domain names registry.

3.4 All personal information pertaining to you are held by auDA for the benefit of the Australian public.

4. Domain Name Licence

4.1 Your Domain Name Licence will be effective for a two year period, once:

- your application is accepted and approved by us and by the Registry Operator, and
- you have paid the applicable fees, unless it is cancelled earlier under the terms of this document or under any Published Policies.

4.2 Your Domain Name Licence may be renewed every two years, as long as you:

- pay the applicable renewal fees, and
- continue to meet the eligibility criteria prescribed in the Published Policies.

4.3 You accept that it is your responsibility to ensure that your Domain Name Licence is renewed.

4.4 You may cancel your Domain Name Licence at any time by notifying us in writing. 4.5 We may cancel your Domain Name Licence if you breach any provision of this document.

Your Statement to Us

5.1 You confirm and state to us and to auDA separately that:

- all the information set out in your Domain Name application, and all information you give us, are true and correct, and not misleading or deceptive, and
- you meet, and continue to meet, the eligibility criteria prescribed in the Published Policies for registering the Domain Name, and
- you have not previously submitted for registration with another registrar, a domain name which is the same as the Domain Name, in circumstances where:
 - you are relying upon the same eligibility criteria for both domain names, and
 - the Domain Name has previously been rejected by the other registrar, and
- your registration or use of the Domain Name does not infringe any person's legal rights.

5.2 The Registrant makes the warranties set out in auDA's Registrant Warranties Policy (2005-03, and any other policy introduced by auDA in substitution, replacement or amendment to that policy). The warranties include, without limitation, that all information supplied to the registrar for the registration of the domain name are true, complete and correct. The Registrant accepts that auDA or the registrar can cancel the registration of the domain name if any of the warranties are not true.

5.3 You accept that if any of the above statements is found to be incorrect, then either we or auDA may cancel your Domain Name Licence.

5.4 You agree to indemnify us and auDA separately for any loss or damage suffered by us or auDA as a result of any of us relying upon your above statements.

5.5 By applying for an org.au domain, you warrant that you are a 'not for profit organisation'.

5.6 Registrants applying for an id.au domain name warrant that they are an Australian Resident.

5.7 Registrants applying for an id.au domain name warrant that the domain name is derived or related to their name or nickname.

6. Our Obligations to You

6.1 Once your Domain Name application is accepted and approved, we will cause your Domain Name details to be entered in the domain names registry.

6.2 We will give you immediate notice if:

- we are no longer an accredited registrar, or
 - our auDA Accreditation is suspended or terminated, or
- our registrar agreement with auDA is terminated by auDA.

6.3 auDA may post notice of:

- the fact that we are no longer an accredited registrar, or
- the suspension or termination of our auDA Accreditation, or
- the termination of our registrar agreement with auDA,

on its web site, and may, if it considers appropriate, give such notice to you directly.

7. Your Obligations to Us

7.1 Throughout the period of your Domain Name Licence, you must:

- comply with the Published Policies, and
- give notice to the Registry Operator (through us) of any change to any information which you have given us.

7.2 You must not, directly or indirectly, through registration or use of the Domain Name or otherwise:

- register a domain name for the purpose of selling it, or
- register a domain name for the purpose of diverting trade from another business or web site, or
- deliberately register misspellings of another entity's company or brand name in order to trade on the reputation of another entity's goodwill, or
- register a domain name and then passively hold a Domain Name Licence for the purpose of preventing another person from registering it.

7.3 You must not:

- transfer or purport to transfer a proprietary right in any Domain Name registration, or
 - grant or purport to grant a registered Domain Name as security, or
- encumber or purport to encumber a Domain Name Licence.

8. Use of Your Information

You give to:

8.1 auDA, the right to publicly disclose to third parties, all information relation to the registered Domain Name in accordance with the Published Policies;

8.2 us, the right to disclose to the Registry Operator, all information which are reasonably required by the Registry Operator in order to register the Domain Name in the domain names registry;

8.3 the Registry Operator, the right to publicly disclose to third parties, all information relation to the registered Domain Name to enable the Registry Operator to maintain a public WHOIS service, provided that such disclosure is consistent with the National Privacy Principles, and the Published Policies.

9. Dispute Resolution

9.1 auDA has in place a dispute resolution called the auDRP (which stands for .au Dispute Resolution Policy), which applies in the event of a dispute between a registrar and a domain name licence holder, or between a domain name licence holder and a third party, in relation to entitlements to domain names.

9.2 The auDRP binds you and us severally as if it were incorporated in this document.

9.3 You accept that:

- auDA may develop and implement other dispute resolution policies which are accessible by you as an alternative and further to any complaints handling procedure adopted by us, and
- such policies bind you and us severally as if they were incorporated in this document.

10. Transfer of Registrars

10.1 We will ensure that you can easily transfer your Domain Name registration to another registrar in accordance with the Published Policies. The Published Policies will address such matters as:

- the maximum fees which we can charge you for such transfer,
- when we are not allowed to charge you fees,
- the conditions under which we must transfer the registered Domain Name, and
- the conditions under which we are entitled not to transfer the registered the Domain Name.

10.2 If:

- we are no longer an accredited registrar, or
- our auDA Accreditation is suspended or terminated, or
- our registrar agreement with auDA is terminated by auDA,

the Registrant is responsible for transferring the registered domain name to a new registrar in accordance with the Published Policies within 30 days of written notice being provided to the Registrant by auDA.

10.3 If our registrar agreement with auDA is terminated, we will not charge you any fee for the transfer of the registered Domain Name to another registrar.

11. Limitation of Liabilities

11.1 You must not pursue any claim against auDA or against us, and neither auDA nor we are liable to you for any direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to damages resulting from loss of use, lost profits, lost business revenue or third parties damages, arising from any breach by us of our obligations under this document, or under our registrar agreement with auDA.

11.2 You accept and agree that if we have any outstanding fees owing to auDA, which gives auDA a right to terminate our registrar agreement with auDA, then auDA may in its sole discretion terminate the registrar agreement.

11.3 You accept and agree that neither auDA nor we are responsible for the use of any Domain Name in the domain names registry, and that auDA is not responsible for any conflict or dispute with any actual or threatened claim against a registrar or a domain name licence holder, including one relating to registered or unregistered trademark, a corporate, business or other trade-name, rights relating to a name or other identifying indicium or of an individual or other intellectual property rights of a third party or relating to the defamation or unlawful discrimination with respect to any other person.

11.4 Despite any other provision of this document, and to the fullest extent permitted by law, neither auDA nor we are liable to you for consequential, indirect or special losses or damages of any kind (including without limitation, loss of profit, loss or corruption of data, business interruption or indirect loss) suffered by you as a result of any act or omission whatsoever of auDA or us, and our respective employees, agents, or sub-contractors.

11.5 Nothing in this document is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

12. Our agency

We enter into this document as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of the rights and covenants conferred to it under this document.

13. General

13.1 In this document:

- a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this document; and
- where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

13.2 All previous agreements, statements, explanations and commitments, expressed or implied, affecting the subject matter of this document are superseded by this document and have no effect

13.3 If a provision in this document is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary, or severed if necessary, to ensure that it is not illegal, invalid, void, voidable or unenforceable.

13.4 This document is governed by and is to be construed in accordance with the laws of Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and waives any right to object to proceedings being brought in those courts.

It is our responsibility, in accordance with your registration application and subsequent agreement, to ensure that you satisfy the relevant policy rules for Australian domain names. To that end, if you are registering an Australian domain name, you are required to warrant to us that you satisfy the Auda policy rules.

Therefore, by submitting this form, you warrant that all the information contained in this Application Form, and all supporting documents provided to the Registrar, are true and accurate to the best of your knowledge and by submitting this form you:

give the Registrar permission to contact third parties, investigate, request and obtain additional information and documentation, and otherwise verify the information contained in this Application Form; and

waive liability on the part of the Registrar for its actions in verifying the information provided in this Application Form, and on the part of any third parties who provide truthful, material, relevant information about you;

waive liability on the part of the Registrar if your application is accepted or rejected on the basis of any false or misleading information contained in this Application Form;

acknowledge that if your application is accepted on the basis of any false or misleading information contained in this Application Form, auDA reserves the right to cancel your domain name licence at any time; and

acknowledge that your entitlement to a domain name may be challenged by a third party with legitimate rights in the domain name.

New Zealand Domain Names Terms And Conditions (Where Applicable)

Summary of Terms and Conditions

Part B - Applicable to New Zealand Residents and/or .nz domain applications

1. The Registrar's obligations

1.1. We agree that we will:

1.1.1. comply with all .nz policies and accurately represent these to you;

1.1.2. disclose accurately and completely all our terms and conditions associated with your use of our services to register and maintain a domain name sought to be used by you, including price and billing information;

1.1.3. comply with your lawful directions in a diligent and timely manner regarding your .nz domain name, (for example, registration, cancellation, amendment, deletion, and associated technical support and billing);

1.1.4. process any new .nz domain name registrations with the registry within 1 hour from the time we receive all the information required to complete a registration if it is within our advertised business hours of 12pm - 1am (Monday-Friday), and otherwise within 5 hours;

1.1.5. notify you of the registration of your domain name(s), including the details of the domain name, your contact details, our contact details, the registration period, the unique authentication ID for your domain name and your obligations as a registrant;

1.1.6. arrange for correction of any error in the information in the register about any domain name registered to you when requested;

1.1.7. provide to you, or to someone we reasonably believe to be acting on your behalf, the unique authentication ID for your domain name when requested and for no charge;

1.1.8. use your personal information only as authorised by you;

1.1.9. take all reasonable steps to safeguard and protect all information about you stored in our databases and system(s);

1.1.10. comply with any order of any authority having jurisdiction regarding any domain name registered to you;

1.1.11. use our best endeavours to deal with any complaints you may have about the services we provide for you.

2. The Registrant's obligations

2.1 You agree that you will:

2.1.1. comply with the .nz policies. You agree that you have read and understood the current policies;

2.1.2. make sure all information you give is accurate and complete, keep us informed of changes to any information you give us, and that you have the authority to enter into this agreement;

2.1.3. keep the unique authentication ID for your domain name and any other security information that we give to you confidential, safe and secure;

2.1.4. satisfy yourself that your use of a domain name will not infringe anybody's intellectual property rights and fully indemnify us, and everybody we are in any business relationship with to provide services to you, from any such claim;

2.1.5. ensure that you only use our services for a lawful purpose;

2.1.6. ensure that the use of any domain name registered to you does not interfere with other users of the Internet;

2.1.7. ensure that any order of any authority having jurisdiction regarding any domain name registered to you is complied with;

2.1.8. fully indemnify us, and everybody we have a business relationship with, against any legal action taken against us because of the receipt or use of our services by you or someone you are responsible for, including reliance by us or anybody we have a business relationship with, on information supplied by you.

2.2. You agree to make sure everyone you are responsible for or who uses a domain name registered to you also meets the above duties.

3. Registration of a Domain Name

3. 1. When a domain name in the .nz domain name space is registered to you, or in your name as directed by you, then you agree:

3. 1. 1. that the following information becomes available to any member of the public (whether in Australia, New Zealand or any other country):

3.1.1.1. your name;

3.1.1.2. your contact details; and

3.1.1.3. the domain name, its commencement and expiry dates and addresses/details of the name servers for it, and our name.

3.1.2. the domain name is registered in your name only because no other person has it according to the records of the register; and

3.1.3. neither we nor anybody else is representing anything else to anybody regarding that domain name. The entry of a domain name in the "who is" database shall not be taken as evidence of anything other than such registration; and

3.1.4. that you fully indemnify us and everybody we have a business relationship with to provide services to you, from any claim arising out of the domain name being registered in your name or as you direct.

3.2. Your agreement to this clause 3 is your consent to the disclosure of your personal information as required by the Privacy Act 1988 (as amended);

4. Register is the record

For all purposes the details shown in the register shall be treated as correct and the authoritative record.

5. Payment of fees

5.1. You agree to pay for the services we provide for you.

5.2. If you transfer a domain name registered to you to another registrant or to be managed by another registrar, all charges owing to us shall become immediately due and payable on the date of that transfer.

5.3. We may alter our fees from time to time. When we alter them we will send you notice of the alteration 30 days before the new fee takes effect.

5.4. Our usual fees are for Domain registration and maintenance services. We may also charge for Domain hosting and Design/Coding services provided by us. We will tell you before any additional charge is incurred.

5.5. Our prices are stated in [Australian] dollars and include GST[applicable local tax].

6. Suspension and refusal to supply services

6.1. If you do not pay our charges for a domain name registered to you we may:

6.1.1. cancel registration of that domain name; or

6.1.2. refuse to provide a service you request.

7. Cancellation of Domain Name

If we are going to cancel the registration of a domain name registered to you as a result of you not paying our charges relating to that registration, we will give you fourteen days notice before we initiate action to cancel that domain name.

Domain registration cancellations must be made in writing within 48-hours of submitting the order and must include reference to the DOMAIN NAME, and the member's USERNAME, & PASSWORD. If any of the other REGISTRANT WARRANTIES made at the time of registration or renewal are breached, a refund may be withheld.

For more information please read the Registrant Warranties Policy (2005-03)

<http://auda.org.au/policies/auda-2005-03/>

8. Exclusion of Liability

8.1. We exclude all liability we may have to you for any claim except where we have acted in bad faith. This exclusion also applies for the benefit of:

8.1.1. InternetNZ the registry and any other entity we are in any business relationship with;

8.1.2. every officer, employee, contractor, agent of us or any entity in clause 8.1:

8.1.3. anyone else we get to perform our duties under any agreement you have with us.

8.2. None of the persons specified above is liable or has to pay you for anything else in connection with or resulting from anything any of us does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us.

8.3. this exclusion applies whatever you are claiming for and in whatever way liability might arise.

8.4. This exclusion does not prevent you getting a court order requiring us to do anything we have agreed to do for you and does not limit any rights you may have under the Consumer Guarantees Act 1993.

9. Limitation of our liability

9.1. We have excluded all other liability we or any of the persons specified in clause 8 may have to you. If any of those persons is ever liable to you and, for any reason, cannot rely on the exclusion of liability set out in clause 8 then this clause applies;

9.2. Where this clause applies, the maximum combined amount the persons specified above (together) will have to pay you and anyone else who uses the services we provide for you (together) is the amount of last month's fee paid by you under this agreement.

10. Law and jurisdiction applying to this agreement

10.1. Unless we otherwise agree in writing, this agreement contains all the terms of our relationship and continues to apply no matter where you are located at the time any of the services are provided or where you reside. This will be the case until the agreement is cancelled except to the extent clause 14 says otherwise.

10.2. To the extent legally permitted:

10.2.1. all our services are provided under New Zealand law;

10.2.2. any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied to you;

10.2.3. except as otherwise stated, you may take action against us only in a New Zealand court;

10.2.4. where you or any registrant for whom you act supplies incorrect information regarding a domain name and we incur cost in any matter concerning that name then we may recover the costs incurred by us from you.

11. Cancelling the agreement

11.1. We may cancel or suspend this agreement by giving you one months notice if you do not meet your duties to us.

11.2. We may end this agreement for any other reason by giving you one month's notice.

12. More than one person

You are responsible for everybody who you permit to act for you as a registrant. We will take reasonable care to satisfy our self that you have permitted those persons to act for you.

13. Each clause separately binding

13.1. Each clause of the agreement you have with us is separately binding.

13.2. If for any reason we, you, or any of the persons specified in clause 8 cannot rely on any clause, all other clauses of it are binding.

14. Rights and responsibilities that continue

The cancelling of any agreement you have with us does not affect any rights and responsibilities, which are intended to continue or come into force afterwards. These include the rights and duties under clauses 2, 4 - 10, 12 - 13, and this clause 14.

IMPORTANT NOTICE: By submitting this application for a domain name, you confirm that you are eligible to hold the domain name set out in this application, and that all information provided in this application is true, complete and correct, and is not misleading in any way. If any of the information is later found not to be true, or is incomplete, incorrect, or misleading in any way, or if you have submitted this application in bad faith, the domain name licence can be cancelled and you can permanently lose the use of the domain name.

.Uk Domain Names Terms And Conditions

Summary of Terms and Conditions

Part C - Applicable to UK Residents and/or .uk domain application

By registering a domain name ending in .uk (with some very limited exceptions), you enter into a contract of registration with us (Nominet UK) 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 providing internet services. For an explanation of the meaning of the endings of .uk names, see the rules on our website at www.nominet.org.uk.

We are a not-for-profit company limited by guarantee, generally performing these services on a cost-recovery basis, and we cannot 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 DRS policy, the DRS procedure and the rules. You can get copies of these from our website or from us. 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. Only certain people qualify, and they are known as 'tag-holders'. See our website for a list.

'cancel' – Cancelling this contract and your domain name are the same thing. The contract ends. The domain name will be deleted, will no longer work as part of a website 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).

'domain name' – An internet domain name ending in .uk and under one of the second level domains (such as .co.uk, .me.uk or .org.uk) operated by us.

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

'EEA' – The European Economic Area, which includes most European countries. Countries outside the EEA may not have strict laws to protect personal information.

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

'notify' – Serving notice to you, your agent, authorised representative, contact (see condition 5.5) or us (see condition 36).

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

'PRSS' – A service provided under strict contract to some people based in the EEA which allows them to search WHOIS data differently, but not to use it for marketing purposes.

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

'registry' – The single organisation which holds all records for domain names with the same ending (we run '.uk') and operates the name servers for that domain.

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

'special status' – Various special states your domain name may be in, such as suspended or 'detagged'. 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 will 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' – Nominet UK (company number 3203859). See condition 35.

'you', 'your' - The person 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 the .uk domain and we will carry out the general duties that we believe (after wide consultation) a modern, neutral and not-for-profit .uk 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 (see condition 20) to renew;

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

3.3 if we are listed as your agent or if it would be inappropriate for you to ask your agent to act (see condition 5) making changes to the register at your request or providing information about the .uk domain name system;

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

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.

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 (if you appoint any, see condition 5.2). 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 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.

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. Be aware that your agent may be entitled to discounts on our fees so it may be cheaper for you to go through them.

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 will 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).

Fees and payment

6 We are a not-for-profit organisation so our fees (see our website) reflect the cost of the work we do. To make sure that every person who registers a domain name pays their fair share of the costs of running the central registry, 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 at a not-for-profit cost-recovery level only;

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, or we have made a significant mistake, 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 if possible, 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, trademarks) of anyone else;

7.5 you are entitled to register the domain name; and

7.6 you have not registered the domain name in a way that fails to meet with any legal duty you have.

8 Unless you are a consumer, 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 name 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 and database rights in 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) and PRSS. For these purposes we will publish your name and (unless you are a consumer and choose to opt out) your address, but not your phone or fax number or e-mail address;

11.3 if they ask in writing, give your personal data to people with a legitimate reason for asking for it (based on the exemptions in the Data Protection Act 1998 or similar laws that replace or follow it), including 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 DRS policy and DRS 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. Please note that if, at any point, we discover that you are not a consumer, we may automatically cancel your opt-out (see condition 11.2) without notifying you.

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:

14.1 the DRS policy and DRS procedure; and

14.2 if there is a dispute, the version of the DRS policy and DRS procedure (available on our website) which applies at the time that proceedings under the dispute resolution service start, until the dispute is over.

15 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, unless the act or lack of action is shown to have been in bad faith; and

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

Cancelling or altering the domain name

16 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, DRS policy and DRS 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.

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 to having your personal data displayed on the WHOIS or PRSS (not including cases where a consumer is using the opt-out);

17.5 to carry out the decision an expert has 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.

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, we will enter your domain name on the register for two 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 (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, 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 (which include security-check work). If this happens, we will cancel this domain name and provide you or your agent (depending on who paid us) a full refund within 30 days. If we pay your agent, you may still have to get a refund from them.

Exclusions and limitations of liability

25 Please note the explanation about liability at the beginning of this contract. However, nothing in these terms limits or excludes our liability for fraudulent misrepresentation or death or personal injury caused by our negligence.

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.

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

30 If you are a consumer, conditions 27, 28 and 29 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.

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 court 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 .uk 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 DRS policy, DRS 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, the change will only be made after we have consulted publicly. We will publish a notice in advance (ideally, 30 days in advance) on our website and provide a link from the main 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 Nominet UK, Sandford Gate, Sandy Lane West, Oxford, OX4 6LB, England (phone +44(0)1865 332211, fax +44(0)1865 332299, e-mail: nominet@nominet.org.uk). Our offices are open from 9am to 5.30pm (UK local time) Monday to Friday, except for public holidays.

36 Except as set out in condition 5.4, or in the DRS policy and DRS 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, DRS policy and DRS 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. If you are a consumer in Scotland, Wales or Northern Ireland, we will accept your local law and courts. Enforcement of a court order may be done in any law or court system that is relevant.

Top Level Domains Domain Names Terms And Conditions

Summary of Terms and Conditions

Part D - Applicable to .com, .net, .org, .biz, .info domain application

1. Introduction

This agreement is between Primus Telecom, the "registrar", and you, the individual or entity registering the domain name (the "registrant"). In order to register a domain name on the Internet through our registration service you must submit this agreement together with the completed online application form. When we accept your application you agree to be bound by the terms and conditions of this agreement.

2. Commencement and Term of registration

Registration of the domain name commences when we accept your application and continues for a term of one (1) to ten (10) years according to the registration term chosen by you and the type of domain name extension you are purchasing or renewing. Registrations and renewals are subject to payment of the applicable fees. All domain name registrations are not effective until we deliver the registration information you provide us to the relevant registry operator, and the registry operator puts into effect your domain name registration or renewal. The current registry operators are Verisign, Inc for .com and .net, Public Interest Registry for .org, Afilias Ltd for .info and Neulevel Inc for .biz.

3. Renewal of registration

We will email you a renewal notice thirty (30) days before the domain name registration term expires to the email address provided by you. You can renew the registration for another term of between one (1) to ten (10) years and there is no limit in the number of consecutive renewals you can make. Renewal of registration is subject to payment of the relevant fee at the time of renewal. Failure to renew your registration results in the suspension of the domain name and its release for use by others. Although every effort is made to ensure that you receive your email renewal notice, this is a courtesy reminder notice only and does not confer liability upon Primus Telecom for the cost of renewing your domain name or any other costs or damages if you fail to receive your email renewal notice.

4. Ownership of the domain name

4.1 In submitting this application for registration or transfer of this domain name/s you warrant that:

(a) You are the legal owner of the domain name; and

(b) The domain name registration or transfer does not infringe any legal rights of any third party. In addition, you agree not to use your domain name to spam or send unsolicited commercial email (UCE) to other internet users.

4.2 You remain the owner of the domain name even if you license use of the domain name to a third party.

5. Transfer of Domain Name

In order to transfer a domain name to another party you must be a Primus Telecom member and the transfer must be executed with another Primus Telecom member. The transfer of ownership is affected through our online application process and must be initiated by the registered user wishing to transfer their domain name to the other party. The parties to any transfer are referred to the policies contained in the Policy for Transfer of Domain Name ownership document.

To transfer the ownership of a domain name the current registrant must:

- (a) Relinquish its registration of the domain name;
- (b) Pay all outstanding fees;
- (c) Accept the terms in the Policy for Transfer of Domain Name
- (d) Agree to discharge the registrar from all obligations to you under this agreement at the effective date of the transfer;
- (e) Follow the instructions contained in the Procedure for Transfer of Domain Name; and
- (f) Submit the online Transfer form.

The transferee (new registrant) must also:

- (a) Enter into a registration agreement (of a minimum of 1 year's duration) with the registrar;
- (b) Reaffirm the accuracy, completeness and currency of the personal data in the agreement;
- (c) Agree to be bound by the terms and conditions of the Domain Name Registration Service Agreement;
- (d) Review the Policy for Transfer of Domain Name; and
- (e) Follow the instructions contained in the Procedure for Transfer of Domain Name.

6. Fees 6.1 You agree to pay registration and renewal fees to the registrar at the current price at the time of the registration and renewal. Fees may be changed by registrar from time to time at its complete discretion and made without prior notice to the registrant. All fees paid are non-refundable. 6.2 In the event that you fail to pay the fees by the due date, the registrar may place the domain name on hold for a period of up to thirty (30) days. If the fees are outstanding at the end of the thirty (30) days, registrar may terminate or deactivate the registration. As a consequence, the registrant loses ownership of the domain name and in the event that it desires to regain the same domain name, must re-register for it. 6.3 Registration is not effective until the Registration fee has been paid and cleared into the account of the registrar. In the event of a charge back by the credit card company or other non-payment by you in connection with the payment of the fees, you agree that the registration will be transferred back to the registrar, and that the registrar reserves all rights regarding the domain name including, without limitation, the right to make the domain name available to other parties for purchase. Should you wish to have ownership of a domain name transferred back to you after you have initiated a chargeback, you agree to pay any costs, fees or charges associated with the chargeback.

7. Taxes The fees payable under this agreement are exclusive of all government charges, taxes, duties and levies and the registrant agrees to pay any and all such charge, taxes, duties and levies arising out of or in connection with this agreement. In particular, you must pay to the registrar any amount (VAT or

GST or its equivalent) which the registrar is obliged to pay as a result of any supply made or deemed to be made or other matter or thing under or in connection with this agreement.

8. Personal data 8.1 You must provide to the registrar the information in the compulsory fields in order to obtain registration. You may provide the information in the voluntary fields. 8.2 You warrant that the data is accurate, complete and current. As the registrant you have a continuing obligation (during the term of this agreement) to the registrar to ensure that the information remains accurate, complete and current. You must notify the registrar immediately of any changes to the information. 8.3 The registrar may make public some or all of the information. You acknowledge and agree that: (a) The information may be made available to and used by ICANN and Verisign Inc (or other registry administrator) for registry use; (b) The information will be used by the registrar and its licensees for inclusion in any registries and databases that are produced; and (c) The registrar may share the information stored in the registries and databases with its trusted business partners. These business partners are not authorized to use such information for purposes beyond those specified by the registrar and are required to preserve the confidentiality with which the registrar treats such information. 8.4 The registrar will not disclose the information to third parties, public or private, except where required by ICANN or AuDa policy or direction, as required by domestic or international law, or for other purposes as permitted by other laws. 8.5 The registrar will use its best efforts to protect the information from loss, alteration, unauthorised disclosure or access or misuse.

9. Transfer from another Registrar 9.1 The registrant may change its registrar whether to or from Primus Telecom for an existing domain name but only after having been registered with Primus Telecom for sixty (60) days after initial registration. 9.2 The registrar may, in its discretion, refuse to transfer the domain name to another registrar. Such instances include default in payment of fees, disputes over the identity of the domain name holder and bankruptcy or insolvency. 9.3 The parties to a change in registrar to Primus Telecom are referred to the policies contained in the Policy for Transfer to another Registrar and the Procedure for Transfer to another Registrar.

10. Minimum Term As the registrant (includes a transferee) you agree not to transfer a domain name within sixty (60) days from the date when you first registered that name with the registrar. Applications for renewal of the domain name are not treated as first registrations and do not fall within this qualification.

11. Dispute policy 11.1 In relation to gTLDs (being .com, .net, .org, info and biz) you agree to be bound by the ICANN "Uniform Domain Name Dispute Resolution Policy as amended from time to time. The policy is an integral part of this agreement and reference should be made to the terms of that policy in relation to disputes. The terms of the policy can be found by following the links on the ICANN website found at: <http://www.icann.org/udrp/udrp-policy-24oct99.htm>. 11.2 This agreement is to be construed according to the laws of the State of Victoria, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in that State. 11.3 The registrant hereby indemnifies and holds the registrar harmless against any claims by a third party in the event of a dispute between the registrant and a third party.

12. Ownership of data The registrar owns all the databases, compilations and similar rights title and interest worldwide in its database and all information derived or produced from that database.

13. Indemnity 13.1 The registrant indemnifies the registrar as well as Verisign Inc, Public Interest Registry, Nominet UK, Denic, CentralNic, auDA, Afilias Ltd, Neulevel Inc (or other registry administrator) and its officers, directors, employees and agents against all expenses, losses, claims, damages and costs

(including reasonable legal costs) incurred by those indemnified arising out of or in connection with the registration or the registrant's use of the domain name. 13.2 The registrant further agrees to release, indemnify and hold registrar harmless from all liabilities, claims, damages, costs and expenses of third parties relating to or arising under this agreement or the registrant's use of the services.

14. Limitation of liability 14.1 To the extent permitted by law, registrant agrees that neither the registrar nor the relevant registry operator) shall be liable for any loss or incidental or consequential damage the registrant may incur arising out of or in connection with errors, mistakes or any other result of domain name registration by the registrar. 14.2 The registrant agrees that in no event shall the liability of the registrar exceed the re-supply of the services or the fees paid by the registrant under this agreement.

15. Termination for breach The registrant agrees that if it breaches any term in this agreement or dispute policy, then registrar may notify the registrant of the breach. If the registrant fails to provide a satisfactory explanation to the register, then registrar may deactivate or cancel the domain name.

16. Notices All notices that are required to be given under this agreement must be in writing and sent to the address of the owner of the domain name and may be given by e-mail or facsimile if the recipient confirms receipt. Any notice sent shall be deemed to have been received instantly upon transmission or 1 week after posting if sent by mail. Any email sent to the address shall be deemed to have been received by the owner of the domain name.

17. Governing law This agreement together with all rights, obligations and all actions contemplated by this agreement shall be governed by the laws of Australia. In particular, the parties submit to the law of Victoria and to the Courts exercising jurisdiction in that State.

18. Severance If any part of this agreement is found to be unenforceable, void or invalid, then that part of the agreement shall be severed. The severance of the part shall not affect the validity of the remaining parts of the agreement.

19. Entire agreement The registrant agrees that this agreement and the dispute policy of ICANN represent the entire agreement between the registrar and the registrant. Together, they supersede all prior agreements, arrangements and undertakings between the parties. This agreement may only be amended in writing agreed between the parties.

20. Waiver 20.1 A waiver by Primus Telecom of a provision or right under this agreement is binding on it only if it is given in writing and signed by the authorised officer of Primus Telecom granting the waiver. 20.2 A waiver is effective only in the specific instance and for the specific purpose for which it is given. 20.3 Failure by Primus Telecom to exercise or delay in exercising a right under this agreement does not prevent its exercise or operate as a waiver.

21. Relationship The relationship of the parties is that of registrant and registrar and not joint venturers, licensee and licensor, equity partners, principal and agent.

22. Further assurance The registrant shall promptly at the request of the other party execute and deliver such further documents and do such further acts as shall be reasonably necessary to give full effect to this agreement and the transactions and conditions contemplated in this agreement.

22. Further assurance The registrant shall promptly at the request of the other party execute and deliver such further documents and do such further acts as shall be reasonably necessary to give full effect to this agreement and the transactions and conditions contemplated in this agreement.

Should you seek to register a .BIZ second level domain name, you must contractually agree to the following terms:

Should you seek to register a .BIZ second level domain name, you must contractually agree to the following terms: 1. BIZ RESTRICTIONS. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS: a. To exchange goods, services, or property of any kind; b. In the ordinary course of trade or business; or c. To facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business. Registering a domain name solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name. 2. BIZ CERTIFICATION. As a .biz domain name Registrant, you hereby certify to the best of your knowledge that:

The registered domain name will be used primarily for bona fide business or commercial purposes and not (i) exclusively for personal use; or (ii) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html> The domain name Registrant has the authority to enter into the registration agreement; and The registered domain name is reasonably related to the Registrant's business or intended commercial purpose at the time of registration.

3.PROVISION OF REGISTRATION DATA

3.1 Provision of Registration Data. As part of the registration process, you are required to provide the registry operator with certain information and to update this information to keep it current, complete and accurate. This information includes

- (i) your full name, postal address, e-mail address, voice telephone number, and fax number if available;
- (ii) the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation;
- (iii) the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain name;
- (iv) the corresponding names of those nameservers;
- (v) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;

(vi) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

(vii) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

(viii) any remark concerning the registered domain name that should appear in the Whois directory. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN/Registry Policy and may be sold in bulk in accordance with the ICANN Accreditation Agreement (the "ICANN Agreement"), available at ICANN's site.

3.2 Inaccurate or Unreliable Data. You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to the registry operator, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement. Any information collected by the registry operator concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or any ICANN/Registry Policy.

DOMAIN NAME DISPUTE POLICY. If you reserved or registered a .biz domain name through the registry operator, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement: i. The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and ii. The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

A. 1. The STOP sets forth the terms and conditions in connection with a dispute between a Registrant of a .biz domain name ("Registrant") with any third party (other than registry operator or registrar) over the registration or the use of a .biz domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service is a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

2. DOMAIN NAME DISPUTE POLICY MODIFICATIONS. You agree that the registry operator, in its sole discretion, may modify its dispute policy. The registry operator will post any such revised policy on its Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications.

3. RESERVATION OF RIGHTS. Primus Telecom and the .biz registry operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Primus Telecom and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. Primus Telecom and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

B. Should you seek to register a .INFO second level domain name, you must contractually agree to the following terms:

1. Registrant consents to the use, copying, distribution, publication, modification, and other processing of the Registrant's Personal Data by the .INFO registry operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract with ICANN, available at <http://www.icann.org/tlds/>

2. Registrant agrees to submit to proceedings under the UDRP Dispute Policy and comply with the requirements set forth by the registry operator for domain names registered during the Sunrise Period (an explanation of which can be found at <http://www.afilias.info/faq/sunrise.html>), including the mandatory Sunrise Dispute Resolution Policy, available at <http://www.afilias.info/faq/sunrise-challenge.html> . These policies are subject to modification by the registry operator.

3. Registrant agrees to immediately correct and update the registration information for any domain name during its registration term, failure to correct this information shall constitute a breach of this Agreement.

4. Registrant acknowledges that the registry operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period (an explanation of which can be found at <http://www.afilias.info/faq/start-up.html>), including, without limitation: (a) the ability or inability of a Registrant to obtain a domain name during either the Sunrise or Land Rush periods, and (b) the results of any dispute over a domain name registration which is processed during the Sunrise period.

5. Registrar and the registry operator expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any applicable dispute resolution process, or to avoid any liability, civil or criminal, on the part of Registrar and/or the registry operator as well as their affiliates, subsidiaries, officers, directors and employees. Registrar and the registry operator also reserve the right to freeze a domain name during resolution of a dispute.