

# Domain Name Registration Conditions

Last updated: February 2018

These are the standard terms and conditions of NetXtra Limited (“we”, “us” or “our”) of Linden Square, 146 Kings Road, Bury St Edmunds, IP33 3DJ upon which we will provide you the customer named in the attached schedule (“you” or “your”) with hosting and associated services.

## 01. Definitions and interpretation

1.1 In these terms and conditions the following words and phrases shall have the following meanings unless the context requires otherwise:-

“Domain Name”	A domain name locates an organization or other entity on the Internet. For example, the domain name www.totalbaseball.com locates an Internet address for "totalbaseball.com" at Internet point 199.0.0.2 and a particular host server named "www".
“Domain Name Server”	Means a server which hosts the Domain Name.
“Initial Period”	Means the period from the date that the name is registered until its expiry of two years later
“The Registered Details”	Means the information provided from time to time to the Registry in connection with the registration of the Domain Name or the renewal of the registration.
“The Registry”	Means Nominet uk for UK domains, Internic for .com, .org, .net domains and any other representative body for other domains.
“A Renewal Period”	Means a period of 1 year beginning on the expiry of the Initial Period or the expiry of any earlier Renewal Period.
“The Supplier’s Tag”	Means an alphanumeric string used to identify the source of e-mail messages to the Registry’s automated computer process containing transactions to be applied to the Register Database and is the means by which the Registry identifies the Supplier as being the Customer’s agent
“The Register Database”	Means the database of domain names registered in the co.uk, org.uk, net.uk, ltd.uk, plc.uk, .com, .org, .net etc. Internet Second Level Domains made and maintained by the Registry as the uk and USA Internet Top Level Domain Manager.
“Master Agreement”	The Agreement that sets out any other work or conditions that apply to this document and is signed by the Customer.

This Service Schedule supersedes all prior agreements, arrangements, representations and undertakings between the Supplier and the Customer in respect of its subject matter (except the Master Agreement).

## 02. The Services

- 2.1 The Supplier will request the Registry to register the Domain Name.
- 2.2 The Customer appoints the Supplier and authorises the Supplier to act as the Customer's agent for the purposes of registering the Domain Name on behalf of the Customer. The Customer authorises the Supplier on behalf of the Customer:
  - 2.2.1 to enter into a contract between the Customer and the Registry incorporating the Registry's applicable standard terms and conditions from time to time for the registration of the Domain Name;
  - 2.2.2 for the minimum registration period specified by the Registry to maintain the registration of the Domain Name on behalf of the Customer by promptly notifying the Registry of any change to the Registered Details, by renewing the registration of the Domain Name, and by settling all fees charged by the Registry in connection with the registration, maintenance or renewal of that registration;
  - 2.2.3 to make any declaration on behalf of the Customer required by the Registry in connection with the registration or renewal of the registration of the Domain Name; and
  - 2.2.4 to disclose to the Registry all written and unwritten communications to or from the Customer.
- 2.3 The Customer does not authorise the Supplier to cancel the registration of the Domain Name or to transfer that registration to any third party.
- 2.4 If the Customer wishes to change the Registered Details, the Customer will notify the Supplier immediately and subject to condition 2.5 - the Supplier will contact the Registry accordingly.
- 2.5 If the Customer wishes to change the Registered Details of any Domain Name Server provided to the Supplier under condition 5.3 below, or if the Customer requests the Supplier to release the Domain Name registration from its association with the Supplier's Tag:
  - 2.5.1 the Supplier will not be obliged to (but at its option may) make the requested change, or so release the registration, unless all monies owed to the Supplier by the Customer under the Agreement have been received by the Supplier in full, and in that case the Supplier must make the requested change or release the Domain Name registration from its association with the Supplier's Tag; and
  - 2.5.2 where the Supplier agrees to or is obliged to make a change in the registered details of any Domain Name Server hosting the Domain Name or to release the Domain Name registration under condition 2.5.1 above, the Supplier must make the change or release the registration from its association with the Supplier's Tag within 7 days after that agreement or the Customer's request, as the case may be.

- 2.5.3 the Supplier may terminate this Service Schedule immediately or after any period the Supplier may decide by giving the Customer notice.
- 2.6 The authorities contained in condition 2.2 above will continue for the duration of this Service Schedule and, whilst this Service Schedule continues, will be irrevocable.
- 2.7 The Customer will be free to appoint or authorise anyone else to register any other domain name in any Registry, but its doing so will not affect or revoke the authorities given in condition 2.2 above.
- 2.8 This Service Schedule does not oblige the Supplier to provide any Internet connection or access services. If the Customer wishes to obtain these from the Supplier, any agreement for those services made between the Supplier and the Customer will be the subject of a separate Service Schedule.
- 2.9 The Supplier will attempt to renew the Customers domains each year but in some cases it may not be clear if the Customer wishes to renew the domain and although the Supplier may attempt to verify this, it is the Customers responsibility to ensure that the Supplier renews the domain name.

## 03. Charges and Payment

3.1 The Charges for the Services are set out in our standard pricing document, available request. These prices are subject to change without notice and apply to this agreement unless otherwise stated in the Master Agreement.

### 3.2 Domain Registrations

<b>Domain Registrations</b>	<b>Set-up</b>	<b>Annual</b>
Between 1 and 5 .com .info .org .net .biz domains	£50 ea	£30 ea
If more than 6 .com .info .org .net .biz domains	£40 ea	£25 ea
Between 1 and 9 UK domain names (Set-up includes two years)	£40 ea	£20 ea
For 10 or more UK domains	£30 ea	£10 ea

- 3.3 The Supplier may, at its option, instruct the Registry to invoice the Supplier or the Customer direct for any fees due to the Registry.
- 3.4 The Customer will reimburse the Supplier on demand for all registration, renewal and other fees charged by any Registry and paid by the Supplier in connection with the Domain Name or the provision of the Services to the Customer.
- 3.5 If any sum payable to any Registry is not paid by the Customer by the due date then (without prejudice to the Supplier's other rights and remedies), the Supplier may suspend any or all of the Services or terminate this Service Schedule.

## 04. Duration

This Service Schedule will take effect on its date and will remain in force until the expiry of the Initial Period and will then continue for consecutive Renewal Periods until terminated by the Supplier or the Customer giving at least 90 days written notice to the other to expire at the end of the Initial Period or at the end of the first or any later Renewal Period, or until terminated under any other provision of this Service Schedule or the Master Agreement.

## 05. The Customer's Obligations

- 5.1 The Customer acknowledges that any Registry may allow other organisations and members of the public to access the Customer's Data for the purpose of obtaining information about the registration of the Domain Name.
- 5.2 The Customer will comply with the terms and conditions imposed by the Registry in relation to the Domain Name.
- 5.3 Unless the Services include the provision by the Supplier of a primary and secondary Domain Name Server, the Customer will ensure that it has, and provides the Supplier with details of, a primary and a secondary Domain Name Server for the Domain Name. The Customer will promptly notify the Supplier of any change to the details it provides to the Supplier under this condition.
- 5.4 The Customer is advised to read the terms and conditions of the Registry and to familiarise itself with those terms, particularly those covering the use and disclosure of personal data. If the Customer fails to comply with any of those terms and conditions, the Customer's registration may be cancelled or suspended.
- 5.5 The registration of a domain name does not, in itself, create any proprietary right in the name used as a domain name.

## 06. Effect of Termination

Conditions 1, 2.5.1, 3.3, 3.4, 5.1, 5.2, 5.5, 6, 7 and 8 will survive the termination of this Service Schedule and continue indefinitely.

## 07. Customer's Warranties

- 7.1 The Customer warrants to the Supplier that neither the registration of the Domain Name nor any use of the Domain Name will infringe the Intellectual Property Rights or other rights of any third party.
- 7.2 The Customer will indemnify the Supplier and keep the Supplier indemnified against all costs, claims, expenses, and liabilities incurred or suffered by the Supplier in the course of acting on behalf of or as agent for the Customer, including, without limitation, all fees payable by the Supplier to any Registry in relation to the Domain Name.
- 7.3 The Customer warrants to the Supplier that the Customer has not been induced to enter into this Service Schedule by any warranties or representations except as specifically contained in the Master Agreement or this Service Schedule as warranties. The Customer waives any claim for breach of any representation and for any misrepresentation, except in respect of any fraudulent misrepresentation.

## 08. The Supplier's Liability

- 8.1 Subject to conditions set in the Master Agreement, the liability of the Supplier whether in contract or in tort (including negligence) or in any other way in connection with this Service Schedule or the Services, will be limited to damages which will not exceed, in aggregate, 125% the fees paid by the Customer to the Supplier under this Service Schedule or £50,000 (whichever is the greater).
- 8.2 The Supplier does not warrant or represent that the Domain Name will be registered by any Registry or will continue to be available for use by the Customer. Nor does the Supplier warrant or represent that the use of any domain name will not infringe the Intellectual Property Rights or any other rights of any third party.
- 8.3 The Supplier accepts no responsibility for the use or consequences of any use of any domain name, in particular for any conflict with or infringement of trademarks, servicemarks (registered or unregistered), or with any other rights.
- 8.4 The Supplier shall effect and maintain (for so long as the same continues to be available generally in the market at commercially reasonable rates) with reputable insurance company (which is properly authorised under all appropriate United Kingdom statutes or statutory provisions to provide insurance services) professional indemnity insurance for a minimum of £1,000,000 any one claim and shall maintain such insurance during the carrying out of the Services and for a period of 2 years from the date of Practical Completions of the Project.

- 8.5 As and when it is reasonably requested to do so by the Customer the Supplier shall produce for inspection documentary evidence that the insurance policy is being maintained. In the event of the Supplier being unable to secure or maintain the insurance policy it shall forthwith give notice to the client to that effect.
- 8.6 The Customer acknowledges that the exclusions and limitations on the Supplier's liability in this Service Schedule and those in the Master Agreement have been drawn to the Customer's attention.