

The parties agree as follows:

SCOPE OF AGREEMENT

- 1.1 This schedule details the specific Terms and Conditions for the Supplier's 'Domain Registration' Service. This schedule is to be used in conjunction with the Master Terms to constitute the agreement ("the Agreement").

DEFINITIONS

- 2.0 **"Registrant"** means the person, organisation or other legal entity which is listed as such by the global "WHOIS" service.
- 2.1 **"Registrar"** means the organisation who maintain a global database of domain names.
- 2.2 **"The Initial Period"** means a time period, usually 1 or 2 years, for which the Client is listed as Registrant, and begins from the date of initial registration.
- 2.3 **"The Registrant Details"** means the contact information provided to the Registrar in connection with the registration of the Domain Name or the renewal of that registration.
- 2.4 **"A Renewal Period"** means a period of 1 year or 2 years (depending upon type of name being registered) beginning on the expiry of the Initial Period or the expiry of any earlier Renewal Period.
- 2.5 **"The Supplier's Nominet UK Tag"** is 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 .uk Register Database and is the means by which the Registry identifies the Supplier as being the Client's agent.
- 2.6 **"The .uk Register Database"** means the database of domain names registered in the co.uk org.uk net.uk ltd.uk and plc.uk Internet Second Level Domains made and maintained by the Registry as the .uk Internet Top Level Domain Manager. Words and phrases defined in the Master Agreement have the same meanings when used in this schedule.

THE SERVICE

- 3.1 The Supplier will request the appropriate Registry to make and maintain an entry in the global WHOIS database for the Domain Name. The Client appoints and authorises the Supplier to act as the Client's agent for the purposes of registering the Domain Name on behalf of the Client.
- 3.2 The Client authorises the Supplier on behalf of the Client:
- to enter into a contract between the Client and the Registry incorporating the Registry's applicable standard terms and conditions from time to time for the registration of the Domain Name;
 - for the minimum registration period specified by the Registry to maintain the registration of the Domain Name on behalf of the Client 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;
 - to make any declaration on behalf of the Client required by the Registry in connection with the registration or renewal of the registration of the Domain Name; and
 - to disclose to the Registry all written and unwritten communications to or from the Client. The Client does not authorise the

Supplier to cancel the registration of the Domain Name or to transfer that registration to any third party. If the Client wishes to change the Registered Details, the Client will notify the Supplier immediately.

- 3.3 If the Client wishes to change the Registered Details of any Domain Name Server provided to the Supplier, or if the Client requests the Supplier to release the Domain Name registration from its association with the Supplier's Nominet UK Tag:
- 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 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 Client's request, as the case may be. The authorities contained in condition above will continue for the duration of this Service and, whilst this Service continues, will be irrevocable; and
 - the Client agrees to pay any outstanding monies to the Supplier within thirty (30) working days after the completion of the clients request.
- 3.3 The Client 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 above.
- 3.4 The Supplier makes no representation that any domain name requested to be registered or renewed is capable of being registered or renewed. There should therefore not be an assumption of registration or renewal of your requested domain name(s) until notification has been given that it has or they have been registered or renewed. Any action taken by the Client before such notification is at the Client's risk.
- 3.5 The registration or renewal and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; the Client shall acquaint themselves with the terms and conditions and comply with them. The Client has no right to bring any claim against The Supplier in respect of refusal to register or renew a domain name or cancellation of the domain name by the relevant naming authority. Any administration charge paid by the Client to The Supplier shall be non-refundable notwithstanding refusal by the naming authority to register or renew your desired name;
- 3.6 The Supplier shall have no liability in respect of the use by the Client of any domain name; any dispute between the Client and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, The Supplier shall be entitled at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. The Supplier shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute;
- 3.7 The Supplier give no warranty that a domain name is or will continue to be available for your use or that no domain name is or will be registered which conflicts with the Client's domain name or which otherwise affects the Client's use of the domain name;
- 3.8 The Supplier shall not release any domain to another domain name agent unless full payment for that domain and any other domain registered by the same client has been received. The Client shall not sell any domain for which payment has not been received by The Supplier or the Registrar;

- 3.9 The registration may be renewed provided that the appropriate renewal fee is paid on or before the relevant renewal date. It is the responsibility of the Client to ensure that an application to renew the domain name registration is made at least 30 days before the renewal date and provide accurate and up to date contact details. Whilst The Supplier endeavours to send reminders of renewal dates it does not guarantee to do so and will not be liable if the Client fails to renew any registration on time.
- 3.10 There is no guarantee that a domain name registration or renewal applied for has been entered into the relevant Registrars database until you receive confirmation from the registrar of the registration or renewal.
- 3.11 The Supplier may, at its option, instruct the Registrar to invoice the Client direct for any fees due to the Registrar.
- 3.12 The Client agrees to notify The Supplier in good time and in writing of any change of contact details, including address, email address, or person responsible for internet services within the company. The Supplier cannot be held responsible for any loss of domain name caused by failure of the Client to respond to correspondence, or failure to inform The Supplier of any change in contact details.
- 3.13 The Client agrees to comply with Nominet's Terms and Conditions which can be found at:

<http://www.nominet.org.uk/nominet-terms.html>