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**SUPPLEMENTARY TERMS AND CONDITIONS  
FOR DOMAIN NAME REGISTRATION SERVICES**

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**1. Application of Terms and Conditions**

- 1.1 THESE SUPPLEMENTARY CONDITIONS ARE APPLICABLE IN THE EVENT THAT WE THE SUPPLIER PROVIDE YOU THE CUSTOMER WITH DOMAIN NAME REGISTRATIONS SERVICES.
- 1.2 YOUR AGREEMENT WITH US (THIS “AGREEMENT”) IS MADE UP OF THE FOLLOWING:
- 1.3 THESE SUPPLEMENTARY TERMS AND CONDITONS FOR DOMAIN NAME REGISTRATION SERVICES;
- 1.4 THE GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES;
- 1.5 THE QUOTATION AND/OR ORDER SPECIFICATION SCHEDULE AND/OR ACCEPTED ORDER;
- 1.6 ANY RELEVANT PRICE LIST(S), OR TARIFF(S) FOR GOODS AND SERVICES THAT WE AGREE TO PROVISION OR SUPPLY TO YOU THE CUSTOMER;
- 1.7 WHERE APPLICABLE ANY FURTHER SUPPLEMENTARY CONDITIONS AND/OR AGREEMENTS THAT RELATE TO ANY SPECIFIC SERVICES OR GOODS; AND
- 1.8 TO AVOID ANY DOUBT, WHERE THERE MAY BE ANY CONFLICT BETWEEN THE GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICE, THEN THESE SUPPLEMENTARY CONDITIONS SHALL PREVAIL.
- 1.9 OUR KEY TERMS

**2. Definitions and Interpretation**

- 2.1 In these Supplementary Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**“Commencement Date”** means the commencement date for the Contract as set out in the quotation, and/or order specification schedule and/or accepted order;

**“Confidential Information”** means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

<b>“Domain Name”</b>	means, the unique name that identifies an Internet resource such as a website and is what constitutes the fundamental component and subject of this agreement;
<b>“Domain Name Registration Services”</b>	means, all the processes of domain registration or ancillary domain name service that shall be provisioned or supplied to a registrant either directly or by indirect methods and may, but not exclusively include the initial registration, the renewal of registration, continual maintenance of DNS, the maintenance of expired domain(s), the transfer release of domain name(s), the transfer receipt of domain name(s) and the general administration obligations that concern the domain registry operator(s).
<b>“Domain Name System (DNS)”</b>	means, the system of Internet name servers that provide the technological infrastructure that supports the applications for the responses required to translate Internet domain names and Internet hostnames into the corresponding numeric Internet Protocol (IP) addresses;
<b>“Internet hostname”</b>	Shall refer to any appended name of an Internet domain name that is part of a Domain Name System;
<b>“Internet Protocol”</b>	means, the principle communications protocol in the suite of Internet protocols used to relay data on networks and the Internet;
<b>“Internet name server”</b>	is any server that is part of a domain name system (DNS) that provides the service protocols for the purpose of responding to queries that translate domain names and Internet hostnames into corresponding numeric Internet Protocol (IP) addresses;
<b>“Registrant”</b>	means, the person or organisation that registers a domain name and can also be referred to as the domain owner or domain holder;
<b>“Registrar”</b>	means, the organisation that manages the reservation of an Internet domain name such as provided by an Internet domain Registry Operator. For this agreement, and unless stated otherwise it will be supposed that Net-Work Internet Ltd is the Registrar;

- “Registry Operator”** means, the operator of the databases of domain names, often referred to as network Information Centre (NIC) or domain name registry;
- “Whois”** means, the service for domain name lookups whereby the provider of a whois service can display information about domain name registrations including details such as the registrant details, name servers associated with a domain name and expiry dates.

### 3. **Domain Name Registration Services Agreement**

- 3.1 You (“The Customer”) acknowledge that the Domain Name System (DNS) and the practice of registering domain names and administering domain name services is continuously evolving and that Net-Work Internet Ltd may modify this Agreement as necessary from time to time to comply with any agreements by which Net-Work Internet Ltd is or will be bound. We will notify customers in writing in the event that this agreement is changed or likely to change.
- 3.2 Your continued use of the registered domain name and the domain name services constitutes acceptance of this Agreement and any amendments, including acceptance of the term and conditions required of Net-Work Internet Ltd and any respective Registry Operator’s or Network Information Centre’s (NIC’s) own agreements by which you are bound. If at any time, you do not agree to the changes in the agreement(s), you agree that your sole remedy is to request that your domain name registration be cancelled or if possible transferred to a different domain name registrar.
- 3.3 You acknowledge that the Domain Name Service provided by Net-Work Internet Ltd and the corresponding technological infrastructure supporting the Domain Name System (DNS) may be exclusive from the Domain Name Registration process whereby another party(s) may be responsible for the registration process and/or Domain Name Services and vice versa.
- 3.1 Net-Work Internet Ltd has the right to and has reasonable competency and experience in providing an Internet domain registration service to you and shall provide this service as part of this agreement and dependent on the type of domain name registration The Registrant shall also be in an agreement that may be subject to conditions and/or contracts with the respective Registry Operators.
- 3.2 You acknowledge that ICANN (The Internet Corporation for Assigned Names and Numbers) is responsible for the coordination and management of top-level domains and is entitled to pass rules that affect registration relations with Registrants (“Domain Owner” or “Domain Holder”) for, but not exclusively for the top-level domains .com, .org, and .net. ; and
- 3.3 you further acknowledge the ICANN Registrant Rights and Responsibilities here <https://www.icann.org/resources/pages/responsibilities-2014-03-14-en>.
- 3.4 You acknowledge that Nominet UK (The .uk Domain Name Registry) is responsible for the rules and agreements that govern the country code top-level domains ending with .uk (with some limited exceptions); and

- 3.5 you further acknowledge by registering a domain name ending with .uk (with some limited exceptions) that you (“The Customer”) and/or you (“The Registrant” or “Domain Owner” or “Domain Holder”) enter into the contract with Nominet here <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>.
- 3.6 You acknowledge that JANET(UK) (Jisc Collections and Janet Limited) is responsible for the rules and agreements that govern the .ac.uk and .gov.uk top-level domains; and
- 3.7 you further acknowledge JANET(UK)’s terms and conditions here <https://community.ja.net/library/janet-services-documentation>.
- 3.8 You acknowledge that EURid is responsible for the rules and agreements that govern the top-level domains ending in .eu; and
- 3.9 You further acknowledge the EURid terms and conditions here [http://www.eurid.eu/files/docs/trm\\_con\\_EN.pdf](http://www.eurid.eu/files/docs/trm_con_EN.pdf).
- 3.10 You acknowledge that Net-Work Internet Ltd may also provide domain name registrations and domain name services from other Registry Operators or Registrars, these include but are not limited to, Network Solutions LLC (<http://www.networksolutions.com/>), EIS AG, CSL Computer Services Langenback GmbH (<https://joker.com>), Bulk Register (<http://www.bulkregister.com>), Marcaria (<http://www.marcaria.com>), CentralNIC (<https://www.centralnic.com>), and ENOM (<http://www.enom.com>).
- 3.11 You acknowledge that unless this agreement is ended early, that the duration of the contact shall be the number of years as stated in the Quotation and/or Order Specification Schedule and/or Accepted Order from the Commencement date.
- 3.12 You acknowledge an obligation to provide from the commencement of this agreement and on a continual basis thereafter accurate, up-to-date and honest Registrant (“Domain Owner” or “Domain Holder”) information. Registrant data shall include but is not limited to the Registrant’s name, legal entity status, registered postal address, and a valid email address.
- 3.13 Net-Work Internet Ltd shall, and is obligated to validate the Registrant (“Domain Owner” or “Domain Holder”) data provided by you. The background validation processes may include but is not limited to background checks from 3<sup>rd</sup> party databases, electoral rolls, Companies House, and our own company databases. Where the background validation process fails Net-Work Internet Ltd may request supporting documentation such as but not limited to ID cards, passports, bank statements, and utility bills.

#### 4. Domain Registration Fees

- 4.1 All domain name registration service fees shall be those stated within the quotation, and/or order specification schedule and/or accepted order or shall those charges as listed on the Price List.
- 4.2 All fees payable under this Agreement are not refundable, even in the event your domain name registration is cancelled, suspended, or transferred before the end of the registered term.

## 5. **Domain Name Transfers**

- 5.1 Transferring a domain name away (aka a Domain Release) from Net-Work Internet Ltd to another Registrar or Registry Operator shall NOT incur any additional charges from Net-Work Internet Ltd, unless stated prior to the commencement of this agreement.
- 5.2 Transferring a domain name to Net-Work Internet Ltd from another Registrar or Registry Operator may incur immediate charges that shall be part of a quotation, and/or order specification schedule and/or accepted order.
- 5.3 You acknowledge that during the commencement of a domain name transfer process that it is essential to provide accurate information in a timely manner when requested to do so by Net-Work Internet Ltd and/or the Registry Operator and/or the Registrar. Failure to complete domain name transfer instructions may delay or void the domain name transfer process.

## 6. **Domain Name Expiry**

- 6.1 You acknowledge that immediately after the domain name expiry date the domain name services associated with the expired domain may cease to operate, and this shall include but is not limited to web site hosting services and email services.
- 6.2 Where the top-level domain name that is considered to be the responsibility of ICANN and includes the ending in, but not limited to .com, .net, and .org then the expired domain name shall be placed into a Grace Period of up to 30 days whereby you can request a standard renewal to recover the domain name registration service. Following the Grace Period the expired domain may be placed into an additional 30 day Redemption Grace Period (RGP) whereby you can make a request for a quotation for service charges to perform a manual RGP renewal. After 30 days RGP, the status will be set to Pending Delete for 5 days. Thereafter the domain name shall be made available through normal new domain registration procedures.
- 6.3 Where an expired domain name that is the responsibility of Nominet and that include endings in .uk (with some limited exceptions), on the expiry date Nominet will send an expiry notification to the Registrant's email address. Then 23 days following the expiry day, Nominet will send a suspension warning email to the Registrant's email address, then 30 days after the expiry date the domain name shall be suspended. 83 days after the expiry date a cancellation warning email shall be sent to the Registrant's email address. Net-Work Internet Ltd will on request complete a renewal of a .uk expired domain any time prior to the cancellation date.
- 6.4 You shall also acknowledge that Net-Work Internet Ltd may agree to provision other top-level domain names for you and that these domain name shall require supplementary expiry terms and conditions.

## 7. **Domain Name Renewal**

- 7.1 Net-Work Internet Ltd shall by default provide a 'Positive Domain Name Renewal Scheme', whereby you ("The Customer") will be in an agreement so

that on the anniversary date from the commencement of this agreement the domain name will be automatically renewed and thereafter you will accept this agreement and the associated charges as documented in writing within the renewal advice. You will be notified in writing at least once before the anniversary date so that you have at least 28 days to cancel the automatic renewal. If you cancel the automatic renewal the domain name shall not be renewed and thereafter will expire and follow the specific domain name expiry processes.

- 7.2 You can choose to 'opt-out' of the 'Positive Domain Name Renewal Scheme' and select the 'Negative Domain Name Renewal Scheme' at the commencement of this agreement or any time prior to the anniversary date of this agreement.
- 7.3 Customers that select the Negative Domain Name Renewal Scheme shall be notified in writing at least once before the domain name expiry date with the option to renew the domain name.

## **8. Conditions for Resale (The Reseller Conditions)**

- 8.1 If in a Reseller Agreement with Net-Work Internet Ltd, you ("the Customer") shall have the responsibility to maintain a direct relationship with the Registrant ("Domain Owner" or "Domain Holder"), which may or may not be the same individual or legal entity as you ("The Customer"), and in no unfavourable terms you ("the Customer") shall ensure that there is no deviation from this agreement, or conflict of this agreement that may either cause a breach of this agreement with Net-Work Internet Ltd and/or any agreement(s) made with any specific Registry Operator or Network Information Centre (NIC).
- 8.2 It shall be the responsibility of you ("the Customer") to ensure that the Registrant ("Domain Owner" or "Domain Holder") is made aware of the key terms of this agreement prior to the registration process taking place; and
- 8.3 you acknowledge that Net-Work Internet Ltd has an obligation to all Registrants ("Domain Owner" or "Domain Holder"), to provide, with all reasonable endeavours a continual uninterrupted service and in the unlikely event where you ("the Customer") may not be able to complete the financial transaction (for any reason) that would maintain or renew the Domain Name Registration service then Net-Work Internet Ltd may be required to establish a direct relationship with the Registrant ("Domain Owner" or "Domain Holder") so that it shall meet its obligations.