

# Domain Names Terms and Conditions

## 1 The following terms and conditions apply to the domain registration Service:

1.1 You acknowledge and recognize that the domain name system and the practice of registering and administering domain names is continuously evolving and that Oxinet may modify this Agreement as necessary from time to time to comply with any agreements by which Oxinet is or will be bound, and to adjust to changing business circumstances. We will notify of these changes by e-mail to refer You to the amended provisions.

1.2 Your continued use of the registered domain name constitutes acceptance of this Agreement and amendments, including acceptance of the term and conditions required of Oxinet by its domain name services providers, [Nominet](#) and/or [Hover](#) to which you are bound. By registering domain names, you are entering a contract with Nominet and/or Hover, a copy of which is here: [Nominet](#) and/or [Hover](#). If at any time, you do not agree to such changes, you agree that your sole remedy is to request that your domain name registration be cancelled or transferred to a different domain name registrar.

## 2. Domain Name Registration

2.1 Oxinet has been granted the right to provide Internet domain registration Services for second-level domain names within the .com, .org, .net, .co.uk, .mobi, .eu, .org.uk, .ltd.uk and .plc.uk top-level domains.

2.2 ICANN oversees the .com, .org, .mobi and .net top-level domains. Nominet oversees the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains. EURID oversees the .eu top-level domain. You can find information about ICANN's Registrants Rights and Responsibilities document here: <http://www.icann.org/en/registrars/registant-rights-responsibilities-en.htm>

2.3 Upon Oxinet' receipt of domain name registration information from You, Oxinet shall submit the information to the registry administrator for the appropriate top-level domain for approval and processing. The registry administrator then puts into effect the domain name registration. [Hover](#) currently acts as the registry administrator for the .com, .mobi, .org, and .net top-level domains. [Nominet](#) UK acts as the registry administrator for the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains. EURID acts as the registry administrator for the .eu top-level domain.

## 3. Selection of a domain name.

3.1 You represent that, to the best of Your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

3.2 If You are registering a domain name during the finite period of time when owners of trademarks and service marks have priority to do so ("Sunrise Period"), You acknowledge and agree that registrations for domain names during the Sunrise Period will only be accepted on the conditions applicable to those new domain names and their Sunrise provisions which may include a minimum registration term.

3.3 By registering or renewing a .uk top-level domain and agreeing to these terms & conditions, You agree that You have read and agree to the Nominet terms & conditions, If You are registering the domain for a third party, You warrant that the third party for whom you register the domain name have read and agree to the Nominet Terms & Conditions.

## 4. Name restrictions.

4.1 Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

## 5. Fees



5.1 In consideration for Oxinet providing domain name registration Services to You, You agree to pay Oxinet, prior to the approval of the desired domain name registration, the amounts set forth in the Oxinet Price Schedule, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.

5.2 Your application will not be registered until Oxinet receives actual payment of the registration fee. If Oxinet does register a domain name prior to payment of the registration fee, Oxinet reserves the right to cancel that registration or restrict use of the domain name until payment has been received.

5.3 All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.

5.4 In the event of a charge back by a credit card company or other payment provider authorized by Oxinet, the domain name registration shall be transferred to Oxinet as the paying entity for the registration. Oxinet may reinstate Your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its then current reinstatement fee.

5.5 Payment must be made by credit card or other methods we indicate in registration application or renewal form. We will renew Your domain name for You provided Your credit card or other billing information is available and up to date. If Your billing information is not accurate and You wish to renew Your domain name registration, we will contact You to update this information and charge accordingly.

5.6 Domain credits are non-refundable as they enable the purchase of domain names at discounted Prices, based on an up-front commitment.

5.7 Domain credits can be used for new registrations via the control panel, and will automatically be used for renewals of existing appropriate domain names. Domain credits expire 2 years after purchase and must therefore be used within 720 days of their date of purchase; unused domain credits will be deleted from your account 720 days after their initial date of purchase.

## **6. Free domain name registration**

6.1 Please note that if You opt to take advantage of Oxinet free domain name registration You will automatically be charged for the renewal of the domain 30 days prior to its expiry.

## **7. Term**

7.1 This Agreement shall remain in full force during the length of the term of Your domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should You choose to renew or otherwise lengthen the term of Your domain name registration, then these terms and conditions will apply.

7.2 To ensure Your domains are not lost we operate a positive renewal system on all Oxinet domains - Your domain will automatically renew for the term it was registered for unless You opt-out of this Service through Your control panel. This is not refundable and it is Your responsibility to ensure valid contact and payment details are on Your account at all times - failure can lead to suspension.

7.3 Oxinet' domain renewal process is automated, however, it is Your responsibility to check that Your renewal has been successful within one month of the renewal date. You will automatically be charged for the renewal of the domain 30 days prior to its expiry.

7.4 For .uk domains You can do this using Nominet's Whois search, and for all other domains we recommend using the <http://www.whois.org/> website domain lookup facility.

## **7.5 Ownership of data**

7.5.1 You agree and acknowledge that Oxinet owns the following:

- (a) all database, compilation, collective and similar right, title and interests worldwide in the domain name database;
- (b) all information and derivative works generated from the domain name database; and
- (c) information for the registrations for which Oxinet acts as the registrar including:
- (d) the original creation date of the registration;



(e) the expiration date of the registration;

(f) the name, mailing address, email address, telephone number, and fax number of the technical contact, administrative contact, zone contact, and billing contact for the domain name;

(g) remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and

(h) other information generated or obtained in connection with the provision of domain name registration and management Services, other than the domain name being registered, and the IP names and addresses of the primary nameservers and any secondary nameservers.

7.5.2 Oxinet does not have any ownership interest in Your specific personal registration information outside of Your right in Oxinet domain name database.

## **7.6 Transfer of ownership**

7.6.1 The person named as administrative contact at the time the user name and password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of Your domain name to another person (the Transferee") You shall require the Transferee to agree in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by Oxinet in Oxinet sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determine by Oxinet in Oxinet sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

7.6.2 For further details and to action any transfer of ownership please login to Your Oxinet control panel.

## **8. Domain name dispute policy**

8.1 You agree to be bound by the Domain Name Dispute Policy (the "Dispute Policy"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference. The Dispute Policy can be found at the end of this document. Domain Name Dispute Policy

8.2 The Dispute Policy governs any dispute between you and any party other than us over the registration and use of the domain name. The specific disputes which are subject to the Dispute Policy are contained in the Dispute Policy. You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time the domain name registration is disputed by a third party.

## **9. Domain name registration information and its use**

9.1 Information You are required to Submit

9.1.1 As part of the registration process, You are required to submit to Oxinet and keep updated the following information in connection with Your application for domain name registration:

(a) the domain name to be registered;

(b) the domain name holder's name and mailing address;

(c) the name, mailing address, email address, telephone number, and fax number of the administrative contact for the domain name; and

(d) the name, mailing address, email address, telephone number and fax number of the billing contact for the domain name.

9.1.2 You shall provide and maintain updated information at all times with Oxinet. Oxinet at its discretion may refuse to renew any registrations unless You maintain current and updated information at all times.

9.1.3 Oxinet may from time to time request additional information from You. While not obligated to provide the additional information, You should provide the additional requested information to ensure that You will obtain all the products and Services which Oxinet makes available to domain name registrants.



## 9.2 Additional Information Maintained about Your Registration

9.2.1 In Addition to the information You provide, we maintain additional information relating to Your domain name registration, including:

- (a) the original creation date of the registration;
- (b) the date and time the registration application was submitted to Oxinet and the appropriate registry;
- (c) communications constituting registration orders, modifications, or terminations and related correspondence;
- (d) records of account for Your domain name registration, including dates and amounts of all payments and refunds;
- (e) the IP names and address of the primary name servers and any secondary name servers;
- (f) the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;
- (g) the name, mailing address, email address, telephone number, and fax number of the domain registrant for the domain name;
- (h) the expiration date of the registration; and (i) other information regarding all other activity regarding Your domain name registration and related Services.

## 9.3 Obligations Relating to Data Provided by You

9.3.1 If in registering a domain name You provide information about a third party, You hereby represent that You have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in this Agreement.

## 9.4 Disclosure and Use of Registration Information

9.4.1 You agree to authorize Oxinet to provide any information to ICANN, the registry administrators and to other third parties as ICANN and applicable laws may require or permit. You acknowledge and agree Oxinet may make publicly available, some or all of the domain registration information provided by You, for purposes of inspection such as through Oxinet's WHOIS Service or for any purpose as required or permitted by ICANN and applicable laws.

9.4.2 In addition, You acknowledge that ICANN may establish guidelines, limits and requirements that relate to the amount and type of information that Oxinet may or must make available to the public or to private entities, and the manner in which such information is made available.

9.4.3 You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of information and updated from time to time provide in connection with registration of a domain name, whether during or after term of the registration of the domain name. You hereby irrevocably waive any and claims and causes of action You may have arising from such disclosure or use of the domain name registration information.

9.4.4 You may access Your domain name registration information in Oxinet's possession to review, modify or update such information, by accessing Oxinet domain manager Service, or similar Service, available at Oxinet website at [www.Oxinet.co.uk](http://www.Oxinet.co.uk).

9.4.5 We will not process any data about any person that we obtain from You in a way incompatible with the purpose and limitations described in this Agreement. We will take reasonable precautions to protect the information we obtain from You from Oxinet loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

## 9.5 Agents and licences

9.5.1 You agree that in the event You register a domain name for another entity, You represent that You have the authority to bind that entity as a principal to all terms and conditions contained in this Agreement.

9.5.2 You acknowledge and agree that if You license the use of Your registered domain name to a third party, You remain the domain name holder of record and remain responsible for all obligations under this Agreement, including payment obligations, and providing and updating Your full contact information, and accurate technical, administrative,

billing, and zone contact information adequate to facilitate timely Resolution of any problems that arise in connection with domain name and domain registration.

9.5.3 In any circumstance where You are registering a domain for a third party, You agree that You must (in advance):

- (a) Make Your customers aware of the Prices associated with domain name registration, renewal and maintenance.
- (b) Give details of the domain name related Services You provide, which are relevant to this customer, information on how to invoke the Service, any Prices payable and how long You take to carry out the Service.
- (c) Make Your customers aware of changes to Your Prices.
- (d) Detail the method, availability and cost of customer Service provided.
- (e) Act quickly after getting a request from Your registrant to take some action for them; and
- (f) Update their details soon after You know that the current ones are out of date or wrong.

## 9.6 Registrant Data

9.6.1 You must not knowingly provide poor quality Registrant data. If You find out that a Registrant has provided poor quality data You should attempt to correct the data.

9.6.2 Consumers are currently allowed to opt-out of providing their postal address on the WHOIS. You should take reasonable steps to ensure the opt-out is used correctly and not set this field to default to opt-out unless You can show that all Your Registrants are consumers.

9.6.3 If You receive a request to register a domain name for a customer You must register the domain name in Your customer's name. You may only register the domain name in Your or Your organisation's name with the explicit prior written consent of Your customer.

9.6.4 You agree that if You register a domain on behalf of a third party, Oxinet can pass on the contact details of that third party to the Registry Administrator if required to do so by the Registry.

## 9.7 Limitation of liability

9.7.1 You agree that Oxinet shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with this Agreement, even if Oxinet has been advised of the possibility of such damages, and in particular Oxinet will not be liable for the following:

- (a) suspension or loss of Your domain registration;
- (b) use of Your domain name registration;
- (c) interruption of Your business;
- (d) access delays or interruptions to any web sites accessed by Your registered domain name;
- (e) non-delivery, mis-delivery, corruption, destruction, or modification of data;
- (f) events beyond the reasonable control of Oxinet;
- (g) processing of an application for domain name registration; or
- (h) application of the Dispute Policy.

9.7.2 Oxinet shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to Your application, receipt of, or failure to receive a domain name registration.



9.7.3 Oxinet's maximum aggregate liability shall not exceed the greater of:

- (a) the total amount paid by You for registration of the domain name; or
- (b) £50.00 (UK Pounds).

#### 9.8 Indemnification of Oxinet

9.8.1 You agree to defend, indemnify and hold harmless Oxinet and the registry administrator, including Oxinet and its employees, directors, officers, representatives, agents and affiliates, from and against any claim, action, suit, demand, loss, damages, costs (including reasonable legal fees, expert witness fees and expenses), or other proceeding related to or arising out of the registration or use of the domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

9.8.2 You also agree that in the event a domain name dispute arises with any third party, You shall indemnify and hold Oxinet harmless pursuant to the terms and conditions contained in the Dispute Policy.

#### 9.9 Representations and warranties

9.9.1 You represent and warrant that:

- (a) all information provided in connection with Your domain name registration is accurate; and
- (b) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.

9.9.2 You acknowledge and agree that all domain name registration Services provided to You by Oxinet are provided on an "as is" basis. Oxinet makes no representations or warranties of any kind, express or implied, in connection with this Agreement or its domain name registrations Services, including but not limited to warranties of merchantability or fitness for a particular purpose. Oxinet makes no representation or warranties of any kind that registrations or use of domain name under this Agreement will immunize You from challenges to the domain name registration or from suspension, cancellation, or transfer of the domain name to You.

#### **9.10 Breach and revocation**

9.10.1 Oxinet reserves the right to suspend, cancel, transfer or modify Your domain name registration in the event that:

- (a) You materially breach this Agreement;
- (b) You use Your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;
- (c) You use Your domain name in connection with unlawful activity;
- (d) grounds arise for such suspension, cancellation, transfer or other modification as provided in this Agreement; or
- (e) You use Your domain name in connection with material that is slanderous to UKreg, Oxinet or other associated companies.

9.10.2 You further acknowledge and agree that Your domain name registration is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including Oxinet) or registry administrator procedures approved by an ICANN-adopted policy, or by any other country code top-level domain registry administering procedures to correct mistakes by Oxinet, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

9.10.3 You also agree that Oxinet shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as Oxinet receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

9.10.4 You acknowledge and agree that:



(a) providing inaccurate information;

(b) failing to update information promptly; or

(c) failing to respond to Oxinet' inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request;

shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of Your domain name registration.

#### **10. No Guarantee**

10.1 You acknowledge that registration or reservation of Your chosen domain name, does not confer immunity from objection to either the registration, reservation, or use of the domain name.

#### **11. Specific TLD Registration Agreements**

- [Terms and conditions](#) for .UK domain names
- [Terms and conditions](#) for .BIZ, .TV, .NAME, .COM,.NET, .MOBI, .ORG and .EU domain names