

Exhibit A

Registration Agreement

In order that a party may hold a valid .co.uk or .org.uk domain name registration, Tucows Inc. requires that all registrants adhere to certain terms and conditions. As an organization or individual applying to register, transfer or renew an .uk domain name via the agency of CharityLaw.ca (Carter) Inc. and/or Tucows Inc., you accordingly agree as follows:

1. **AGREEMENT.** In this Registration Agreement ("Agreement"), "Tucows", "we", "us" and "our" refers to Tucows Inc., and "Services" refers to the domain name registration, transfer or renewal services provided by us as offered through CharityLaw.ca (Carter) Inc., the Registration Service Provider ("Reseller"). Nominet UK shall refer to the entity granted the exclusive right to administer the registry for .uk domain name registrations.
2. **SELECTION OF A DOMAIN NAME.** You represent that, to the best of the your knowledge and belief, 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 and that the domain name is not being registered for any unlawful purpose.
3. **FEES.** As consideration for the Services you have selected, you agree to pay to us, or your respective Reseller who remits payment to us on your behalf, the applicable fees. All fees payable hereunder are non-refundable. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process, and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You, by completing and submitting this Agreement, represent that the statements in your application are true.
4. **TERM.** You agree that the Registration Agreement will remain in full force during the length of the term of your Domain Name Registration. Should you choose to renew or otherwise lengthen the term of your Domain Name Registration, then the term of this Registration Agreement will be extended accordingly. This Agreement will remain in full force during the length of the term of your Domain Name Registration 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 the term of this Registration Agreement will be extended accordingly. Should you transfer your domain name or should the domain name otherwise be transferred due to another Registrar, the terms and conditions of this contract shall cease and shall be replaced by the contractual terms in force for the purpose of registering domain names then in force between SLD holders and the new Registrar.

5. **MODIFICATIONS TO AGREEMENT.** You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on our website, or on notification to you by e-mail or regular mail as per the Notices section of this Agreement. You agree to review our website, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this Agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Services following notice of any revision to this Agreement or change in service(s), you shall abide by any such revisions or changes. You further agree to abide by the Nominet UK dispute resolution policy (“Dispute Policy”) as amended from time to time. 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. You acknowledge that if you do not agree to any such modifications, you may request that your domain name be deleted from the domain name database.

6. **MODIFICATIONS TO YOUR ACCOUNT.** In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. Please safeguard your Account Identifier and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Identifier or Password.

7. **DOMAIN NAME DISPUTE POLICY.** If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.nic.uk/DisputeResolution/DrsPolicy/>. Please take the time to familiarize yourself with this policy.

8. **DOMAIN NAME DISPUTES.** You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy.

9. **NOMINET UK POLICY.** You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Nominet UK-adopted policy, term or condition, or pursuant to any registrar or registry procedure not inconsistent with an Nominet UK-adopted policy, (1) to correct mistakes by a registrar or the registry in registering the name, or (2) for the resolution of disputes concerning the domain name. The current Nominet UK terms and conditions can be found at <http://www.nominet.org.uk/howto/terms-final2.html>.

When you submit a request for a domain name registration with Tucows and/or Reseller, you will be entering into two contracts – one contract with Tucows and/or Reseller and one contract with Nominet UK. Nominet UK is the UK registry for .uk domain names.

Tucows and Reseller will act as agents on your behalf by submitting your application to Nominet for you, however, you will still be entering into a direct contract between you and Nominet UK. This is a separate contract from this agreement; it is attached hereto and may be found at <http://resellers.tucows.com/opensrs/uk/ukterms>.

Tucows and Reseller must also make you aware that by accepting Nominet's terms and conditions you are consenting to Nominet using your personal data for a variety of reasons. In particular, your name and address may be published as part of Nominet's WHOIS look-up service.

10. **AGENCY.** Should you intend to license use of a domain name to a third party, you shall nonetheless be the domain name registrant of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name. You also represent that you have provided notice of the terms and conditions in this Agreement to the third party and that the third party agrees to the terms of Disclosure and Use of Registration Information (sections 18 and 19 of this Agreement).
11. **ANNOUNCEMENTS.** We and Reseller reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.
12. **LIMITATION OF LIABILITY.** You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of

registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

13. **INDEMNITY.** You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, from claims by third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name.
14. **TRANSFER OF OWNERSHIP.** Any transfer of ownership in and to a domain name registration shall be affected in accordance with Nominet UK policies and procedures.
15. **BREACH.** You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other, breach by you.
16. **NO GUARANTY.** You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to either the registration, reservation, or use of the domain name.
17. **DISCLAIMER OF WARRANTIES.** You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is", "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for

any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

18. **INFORMATION.** As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: (i) your name and postal address (or, if different, that of the domain name holder); (ii) the domain name being registered; (iii) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name; and (iv) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name. Any voluntary information we request is collected such that we can continue to improve the products and services offered to you through your Reseller.

19. **DISCLOSURE AND USE OF REGISTRATION INFORMATION.** You agree and acknowledge that we will make domain name registration information you provide available to Nominet UK, to the registry administrators, and to other third parties as Nominet UK and applicable laws may require or permit. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or other purposes as required or permitted by Nominet UK and the applicable laws. You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us. You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller. We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized accessor disclosure, alteration or destruction of that information.

20. **REVOCATION.** Your wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or any failure to respond to inquiries by us addressed to the email address of the registrant, the administrative, billing or technical contact appearing in the "WHOIS" directory with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration. Any information collected by us 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 Nominet UK Agreement or a Nominet UK/Registry Operator policy.

21. **RIGHT OF REFUSAL.** We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Services within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other Services, or we delete your domain name or other Services within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other Services.
22. **SEVERABILITY.** You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.
23. **NON-AGENCY.** Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
24. **NON-WAIVER.** Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
25. **NOTICES.** Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender. In the case of e-mail notification to us or to Reseller to lhutz@tucows.com or itadmin@carters.ca or, in the case of notice to you, at the e-mail address provided by you in your WHOIS record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing and, in the case of notification to us or to Reseller shall be sent to:

Tucows Inc.
Registrant Affairs Office
96 Mowat Avenue
Toronto, Ontario M6K 3M1 CANADA

OR -

CharityLaw.ca (Carter) Inc.
211 Broadway, P.O. Box 440
Orangeville, Ontario, L9W 1K4, Canada

and in the case of notification to you shall be to the address specified in the “Administrative Contact” in your WHOIS record.

26. **ENTIRETY.** You agree that this Agreement, the rules and policies published by us and the Dispute Policy are the complete and exclusive agreement between you and us regarding our Services. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.
27. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.
28. **INFANCY.** You attest that you are of legal age to enter into this Agreement.
29. **INCONSISTENCIES WITH NOMINET UK.** In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of Nominet UK, the term, condition, policy or procedure of Nominet UK shall prevail.
30. **ACCEPTANCE OF AGREEMENT.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Exhibit B

Terms and Conditions of the Nominet UK Registry

WARNING: by registering a domain name within the .uk Top Level Domain (a "Domain Name"), you enter into a contract of registration with Nominet UK ("We", "Our" or "Us") on the following terms and conditions. This is a separate contract to any arrangement you may have with any third party for the provision of Internet services.

By registering a domain name, you agree to the publication of your name and address as part of the public WHOIS database service. If you are a Consumer, and you do not wish your address to be published, please see our website at <http://www.nominet.org.uk> for more information on the Consumer opt out.

Nominet is the Registry for all Internet Domain Names ending in .uk and provides a public service for the .uk namespace on behalf of the Internet community. You can find out more information about Nominet from our website at <http://www.nominet.org.uk>. Nominet is a not - for - profit company limited by guarantee which is performing services on a cost recovery basis. This is why we consider it reasonable 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 our current Rules For The .uk Domain And Sub-Domains ("Rules") and the Policy and Procedure for our Domain Name Dispute Resolution Service ("Policy" and "Procedure" as appropriate). Copies of the Policy, Procedure and Rules are at <http://www.nominet.org.uk/drs.html> or can be obtained from us.

You may have registered a Domain Name through a third party (usually, but not always, your internet service provider). In these terms and conditions, the term "Agent" means such a third party.

1. What we will do

We will process your application to register a Domain Name and consider whether or not to accept it in accordance with the criteria laid down in the Rules;

1.1. If your application is accepted, we will inform you or your Agent. If your application is rejected, we will inform you or your Agent as soon as reasonably practicable and return to you or your Agent (as appropriate) any payments received;

1.2. Unless the current Rules of the relevant sub-domain state to the contrary, we will register Domain Names on a first come, first served basis. Until we accept your application, there is no guarantee that the Domain Name you applied for will be entered in the Register as such. We therefore recommend that you do not take any action in respect of a Domain Name until you have received confirmation from us that your application has been accepted.

1.3. After your application has been accepted, we will enter the Domain Name and other relevant details (namely the data described in clause 6 below, together with details of your Agent, if any) in the Domain Name register database for the requested second level of the .uk top level domain (the "Register").

1.4. We will use the information in the Register entry for the Domain Name to enable the resolution of requests for the Domain Name, by pointing to the authoritative name servers listed in the Register Entry for the Domain Name. For further information about the technical requirements for registering a Domain Name, please contact your Agent.

1.5. After your application has been accepted and we have received your registration fee, we will issue you with a registration certificate and a reply form.

1.6. Subject to clause 8 below, we will transfer your Domain Name and update the Register accordingly on receipt of correctly completed transfer documentation from you and any relevant transfer fee applicable at the time of transfer. We will not transfer a Domain Name whilst it is the subject of legal proceedings or proceedings under our Dispute Resolution Service.

1.7. Please note that subject to clauses 8.5 and 8.6 we will not refund any fees after your Domain Name and details have been entered in the Register.

1.8. Subject to clauses 8.7 and 8.8 below, we will only make changes to the details contained on the Register (other than the registrant field), if we receive instructions and approval from you or your Agent.

1.9. Subject to clauses 8.7 and 8.8, we shall only alter the details contained in the "registrant" field of the Register if we receive authorization directly from you.

2. What you must do

2.1. You must ensure that we receive the registration or renewal fee within one month after the issue of our invoice. For the avoidance of doubt, if you use an Agent it will be your responsibility to ensure that the Agent has paid the registration or renewal fee to us within one month of the issue of our invoice.

2.2. You must sign and return to us the reply form which we will send to you after registration or renewal as appropriate.

2.3. You must inform us promptly of any change in your registered details, and those of your Agent if applicable. It will be your responsibility to maintain and update any details you submit to us and to ensure that your details are up to date, and accurate. In particular, it is your responsibility directly or by your Agent to ensure that we have your full and correct postal address.

2.4. You must promptly inform us of any court proceedings brought in respect of the Domain Name.

2.5. Any name server listed in the Register entry for the Domain Name must respond authoritatively to requests for the Domain Name at all reasonable times.

3. Renewal of your Domain Name Registration

3.1. The registration period is two years from the date of entry into the Register of your Domain Name registration. Provided you pay us your renewal fee and subject to clause 8 below, you will have the right to renew the Domain Name registration by entering into a new Contract with us for further periods of two years.

3.2. Subject to clause 3.3 below, when the Domain Name registration falls due for renewal, we will contact your Agent (at the Agent's address appearing in the Register) to request payment of the relevant renewal fee.

3.3. If no Agent is listed on the Register entry for the Domain Name, or if the Register entry for the Domain Name indicates that you wish to be invoiced direct, we will request payment of the relevant renewal fee direct from you at the registrant address appearing in the Register.

3.4. If we fail to receive the renewal fee within thirty (30) days of our making a request for the renewal fee, we will suspend your registration for at least 6 weeks and if we do not receive payment within the suspension period we will cancel your registration without further notice to you. During any period of suspension, we will not point to any name servers listed in the Register entry for the Domain Name, and you will be unable to use or transfer the Domain Name.

4. Exclusions and Limitations of Liability

4.1. Nominet does not carry out any investigation as to whether you are entitled to register or have any rights in the Domain Name. By registering the Domain Name we are not acknowledging that you have any rights in the name comprised in the Domain Name, and we are not authorizing you to use the Domain Name in the course of trade.

4.2. Nothing in these terms and conditions limits or excludes our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

4.3. We shall not be liable to you whether in contract, tort (including negligence) or otherwise for:

4.3.1. any loss of profit, revenue or other type of economic loss (whether direct or indirect);

4.3.2. loss of business or contracts;

- 4.3.3. loss of anticipated savings or goodwill; or
- 4.3.4. any losses which a court holds to be consequential, or indirect losses; arising out of or in connection with the Contract, including but not limited to:
- 4.3.5. any error or omission in entries to the Register; and
- 4.3.6. loss of registration and/or use (for whatever reason and whether temporary or otherwise) of the Domain Name.

4.4. All conditions and warranties which may be implied by law into any Contract with you are excluded to the fullest extent permissible by law.

4.5. Our aggregate liability to you whether under these terms and conditions or otherwise (including liability for negligence) shall not exceed £5,000.

4.6. If you are a consumer (ie you are not registering or intending to use the Domain Name in the course of a business, trade or profession) (a "Consumer"), the provisions of clauses 4.3 4.4 and 4.5 above will not apply to you.

4.7. Nothing in these terms and conditions will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

5. Warranties

By entering into this agreement you consent to and warrant the following:

5.1. That you (or your Agent) have obtained the consent of any individual whose personal data is to be held on the Register in accordance with clause 6;

5.2. That the details and information submitted by you to us are true and correct, and that any future additions or alterations to your details and information will be true and correct, and that you will submit them in a timely manner. Unless you are a Consumer, you shall pay us (including the current or past members of Nominet UK's Council of Management) any and all reasonable costs, claims and expenses (whether direct or indirect) arising out of any claim resulting from your breach of this warranty; and

5.3. That by registering or using the Domain Name (in whatever manner) you will not knowingly infringe the intellectual property rights of a third party, that you are entitled to register the Domain Name, and that you have not registered the Domain Name in breach of trust. Our right to rely upon this warranty will continue to be available after completion of the registration process and will not be affected by any surrender, cancellation or transfer of the Domain Name. Unless you are a Consumer, you shall pay us (including the current or past members of Nominet UK's Council of Management) any and all reasonable costs, claims and expenses (whether direct or indirect) arising out of

any claim that your registration or use of the Domain Name directly or indirectly infringes the intellectual property rights of a third party.

6. Personal Data

6.1. The Register is a public register for the purposes of data protection legislation. The Register will include your name and postal address, telephone and fax number and email address together with any other relevant details. This information (if it refers to individuals) is 'personal data' for the purposes of data protection legislation.

Personal data submitted by you will be:

- a. Posted onto the Register;
- b. Unless you are a Consumer and have selected the Consumer opt out provision, posted onto the WHOIS database by us. The WHOIS database is provided on our web site at <http://www.nominet.org.uk>. Other Agents which provide an online Domain Name registration service may point to our WHOIS database. We will publish your name and address but will not publish your telephone or fax number or email address as part of the WHOIS database; and
- c. Used as part of the Public Register Subscription Service ("PRSS"), or any other service(s) amending or replacing it. Under the PRSS we provide a compressed form of the Register to subscribers. We provide the PRSS only to trusted third parties, based within the European Economic Area, under strict contractual terms which prohibit the use of PRSS data for the purposes of direct marketing. Any service(s) which may replace the PRSS will be provided on similar terms. The PRSS enables subscribers to perform WHOIS queries and reverse look-ups. We will publish your name and address but not your telephone or fax number or email address as part of the PRSS and/or as part of any other service(s) amending or replacing it. If you are a Consumer you may select the Consumer opt out provision in respect of the PRSS, or any other service(s) amending or replacing it;
- d. We may provide your personal data to governmental or law enforcement agencies at their written request in connection with the conducting of any investigation. We may provide your name and address to third parties with a legitimate reason for requesting the information upon their written request; and
- e. Otherwise, we will provide your personal data to third parties only if required to do so by a court order.

You may write to us to request a copy of the personal data held by us about you. We may charge a reasonable fee for the provision of such data. As required by the Data Protection Act 1998, we will adopt appropriate security procedures in relation to the storage and disclosure of information provided by you in order to prevent unauthorised access. Our security procedures mean that we may occasionally request proof of your identity before

we are able to disclose personal information to you. Other than the uses identified above, we will not disclose your personal information to others. Please note that if at any point we discover that you are no longer a Consumer, we will automatically post your personal data onto the WHOIS and the PRSS and/or onto any other service(s) amending or replacing the PRSS in accordance with clause 6.1(b) and (c) above without further notice to you.

You should be aware that personal data posted on the WHOIS database may be accessible to countries outside the European Economic Area. By registering a Domain Name you consent to your personal data being transferred out of the European Economic Area and to our use of your personal data for the purposes specified above.

7. Domain Name Dispute Resolution Service

7.1. You will be bound by the Policy and Procedure of our Dispute Resolution Service which are incorporated into these terms and conditions and made a part of the Contract by reference. The current version of the Policy and Procedure can be found at our website: <http://www.nominet.org.uk/drs.html>

7.2. If a dispute arises, you agree to be bound by the Policy and Procedure which are current at the time that proceedings under the Dispute Resolution Service are commenced until the dispute is over.

7.3. Neither we nor our directors, officers, employees or servants nor any expert shall be liable to a party for anything done or omitted in connection with any proceedings under the Dispute Resolution Service unless the act or omission is shown to have been in bad faith.

8. Termination/Cancellation, Suspension and Amendment of the Register

8.1. You or your Agent may surrender registration of the Domain Name by notice in writing to us at any time prior to our receiving payment.

8.2. After we have received payment for a Domain Name, only you (and not your Agent) may surrender the Domain Name.

8.3. After payment has been received but prior to the issue of a registration certificate you may surrender the registration by writing to us on headed notepaper which corresponds to the registrant address field of the Register entry for the Domain Name.

8.4. If a registration certificate has been issued, you may surrender the Domain Name by correctly completing the surrender of registration form (on the reverse of the registration certificate).

8.5. If you are a Consumer, then you may cancel the Contract by giving notice to us by any of the means set out in clause 10.4 below at any time up to and including 7

working days following the day on which the Contract is concluded, i.e. the date on which we give notice to you or your Agent that we have accepted your application to register a Domain Name. If you register or use the Domain Name in the course of a business, trade or profession, you will not have this right to cancel the Contract.

8.6. If you cancel the Contract in accordance with clause 8.5 then we will provide you or your Agent (as appropriate) with a full refund of our registration fee within 30 days from the day on which we receive notice of your cancellation. If we refund your Agent, you may have to seek direct from your Agent any further component of the fees which you have paid.

8.7. We may cancel or suspend the registration of a Domain Name by providing you with notice in writing in the event of the following:

8.7.1. if we do not receive your registration or renewal fees in accordance with clause 2.1 above;

8.7.2. if you are in breach of the terms of this Contract (including the Rules) and in the case of a breach which is capable of remedy you fail to remedy this within 30 days of receiving written notice from us to do so;

8.7.3. if we receive independent verification that you have provided grossly inaccurate, unreliable or false registrant contact details, or failed to keep such contact details up to date;

8.7.4. if you are in breach of the warranties contained in clauses 5.1 and 5.3 of the Contract; or

8.7.5. if the Domain Name is being administered in a way likely to endanger the operation of the Domain Name System.

8.8. We may transfer, suspend, cancel or amend the Domain Name registration in the following circumstances:

8.8.1. upon receiving written instructions from you to take such action together with any relevant fee;

8.8.2. upon receiving a copy of a perfected order of a court of competent jurisdiction requiring such action, or where the retention of a Domain Name by you would be inconsistent with the terms of a perfected court order received by us or any other legal requirements;

8.8.3. if such changes are necessary in order to correct an error relating to the Domain Name registration; or

8.8.4. following a Decision requiring such action or an agreement reached between the parties and approved by us relating to proceedings under the Dispute Resolution Service; or

8.8.5. should you at any time withdraw your consent to having your personal data displayed on the WHOIS and/or the PRSS and/or any other service(s) amending or replacing the PRSS as set out in Clause 6.1 above; or

8.8.6. if you are a Consumer, should you withdraw from the Consumer opt out and refuse to allow Nominet to provide your personal data on the WHOIS and/or the PRSS and/or any other service(s) amending or replacing the PRSS in accordance with Clause 6.1 above.

8.9. If a name server listed for the Domain Name registration does not respond authoritatively to requests for the Domain Name, we may remove the name server from the Register entry for the Domain Name.

9. Change of Agent

9.1. If you wish to change your Agent, you should first approach your current Agent to arrange this. If your approach is unsuccessful, we will at your request and on payment of the required fee record a change of Agent directly onto the Register entry for your Domain Name registration. On receipt of your request, we will notify your Agent. You will remain liable for any charges you have incurred under the terms of the contract with your Agent, which may include a fee payable upon change of Agent.

10. General

10.1. If any clause of these terms and conditions is held to be unenforceable in whole or in part the other terms and the rest of the provisions shall continue to be valid and enforceable.

10.2. We may transfer our rights and obligations under the Contract to any third party. You may transfer the Contract, only on the transfer of the Domain Name, in accordance with clauses 1.7 and subject to clause 8 above.

10.3. The internet is an emerging and evolving medium and the regulatory and administrative framework under which we operate is constantly developing. For these reasons we reserve the right to make reasonable modifications to the terms and conditions of this Contract (including the Policy, Procedure and Rules) at any time during the term. We will only do so when we have good reason. No change will have the effect of requiring an increase in fees from you in advance of the next renewal of the Domain Name. Except where we are acting in pursuance of a statutory requirement or a court order, changes will be implemented across the board in all of our Domain Name contracts following a process of open public consultation. Each such change will be published in advance (where practicable, 30 days in advance) on our web site:

<http://www.nominet.org.uk/> and will become binding and effective upon the date specified therein. You should review our web site regularly in order to be aware of all such changes. If you do not agree with any change or proposed change to these terms and conditions you are entitled to terminate the Contract by providing us with thirty (30) days notice in writing, in which case you will receive a pro-rata refund of your registration fee in respect of any unexpired portion of the term.

10.4. If you wish to contact us our postal address is Nominet UK, Sandford Gate, Sandy Lane West, Oxford, OX4 6LB, England and our telephone number is +44(0) 1865 332211. Our offices are open from 9.00a.m. to 5.30pm (UK local time) Monday to Friday, except for public holidays. Except as set out in the Policy and Procedure any notice to be given under the Contract shall only be deemed to be served if delivered by hand or sent by pre-paid post, by fax or e-mail, to the party to whom it is given at its last known postal or e-mail address or fax number. Except as otherwise set out in the Policy and Procedure the notice will be effective: if delivered, on delivery; if sent by fax or email, on the date of sending; and if by post, on the date of posting. For the avoidance of doubt, any notice sent to you will be deemed served if sent to the address appearing in your Registrant's address field.

10.5. This contract is a binding document. Consumers should read it carefully and ensure that it contains everything you want and nothing you are not prepared to agree to. These terms and conditions, together with the Rules Policy and Procedure, constitute the entire agreement between you and us for the registration of the Domain Name, and supersedes all prior agreements, understandings and representations whether oral or written.

10.6. These terms and conditions shall be governed by the relevant United Kingdom law, and by agreeing to be bound by them you agree to submit to the exclusive jurisdiction of the relevant courts of the United Kingdom.