



DOMAIN NAME TERMS

This policy is subject to change, so please check regularly for updates. This policy is in addition to Sempervox Terms & Conditions.

Jonathan Neale
jonathann@sempervox.net

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1. Domain Name Terms

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

You acknowledge and recognize that the domain name system and the practice of registering and administering domain names is continuously evolving and that Sempervox may modify this Agreement as necessary from time to time to comply with any agreements by which Sempervox 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.

Your continued use of the registered domain name constitutes acceptance of this Agreement and amendments.

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.

For Nominet terms and conditions please follow this link: <http://www.nominet.uk/go/terms>

2. Domain Name Registration

Sempervox 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.

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/registrator-rights-responsibilities-en...>

Upon Sempervox's receipt of domain name registration information from You, Sempervox 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. Dotster 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

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.

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.

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.

Upon submitting a registration through your Sempervox control panel, Sempervox will submit your application to the relevant registry for processing. However, It is Your responsibility to check using

WHOIS that Your domain registration has been successful twenty-four hours after payment has been made to Sempervox.

4. Renewal and expiration

All domains are renewed on an annual basis, we will send out invoices 60 days prior to your domain name expiring. We will send the invoice to the email address on the account, and it is the registrant's responsibility to make sure their contact details are up to date. If you do not wish to renew a domain please make sure you contact us a minimum of 35 days before your domain expires by emailing sales@sempervox.net. Unless requests to the contrary are received, all domains are renewed automatically approximately 30 days before the domain name expires.

If you request that you no longer wish to have your domain name renewed by us, it will be left to expire and all services we provide regarding that domain name will be suspended. Your domain name will then go into a 30 day protected period, after 30 days your domain will be suspended by Nominet or Dotster and it will go into a 60 day grace period. If you change your mind and still wanted to retain your domain name, you still can and at the original renewal price. This must be requested by email before the 80th day after your domain has expired, after 90 days your domain will be cancelled and deleted from the register and made available for resale through a third party registrar by Nominet or Dotster. Sempervox will not guarantee the renewal of a domain name after this happens.

5. Name restrictions

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.

6. Fees

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

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

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.

In the event of a charge back by a credit card company or other payment provider authorized by Sempervox, the domain name registration shall be transferred to Sempervox as the paying entity for the registration. Sempervox 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. The reinstatement fee is currently £100.

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.

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

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.

7. Free domain name registration

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

8. Term

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.

To ensure Your domains are not lost we operate a positive renewal system on all Sempervox 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.

Sempervox' 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.

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.

9. Ownership of data

You agree and acknowledge that Sempervox 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 Sempervox 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.

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

10. Transfer of ownership

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 Sempervox in Sempervox sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determine by Sempervox in Sempervox sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

For further details and to action any transfer of ownership please send an email to: support@sempervox.net.

11. Domain name dispute policy

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 Domain Name Dispute Policy can be found on our web-site: www.sempervox.net.

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.

12. Domain name registration information and its use

Information You are required to Submit

As part of the registration process, You are required to submit to Sempervox 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.

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

Sempervox 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 Sempervox makes available to domain name registrants.

Additional Information Maintained about Your Registration

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 Sempervox 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.

Obligations Relating to Data Provided by You

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.

Disclosure and Use of Registration Information

You agree to authorize Sempervox 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 Sempervox may make publicly available, some or all of the domain registration information provided by You, for purposes of inspection such as through Sempervox's WHOIS Service or for any purpose as required or permitted by ICANN and applicable laws. In addition, You acknowledge that ICANN may establish guidelines, limits and requirements that relate to the amount and type of information that Sempervox may or must make available to the public or to private entities, and the manner in which such information is made available. 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. You may access Your domain name registration information in Sempervox's possession to review, modify or update such information, by accessing Sempervox domain manager Service, or similar Service, available at Sempervox website at www.Sempervox.net. 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 Sempervox loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

13. Agents and licenses

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.

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.

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.

14. Registrant Data

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.

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.

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.

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

15. Limitation of liability

You agree that Sempervox 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 Sempervox has been advised of the possibility of such damages, and in particular Sempervox 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 Sempervox;

- (g) processing of an application for domain name registration; or
- (h) application of the Dispute Policy.

Sempervox 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.

Sempervox'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).

16. Indemnification of Sempervox

You agree to defend, indemnify and hold harmless Sempervox and the registry administrator, including Sempervox 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.

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

17. Representations and warranties

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.

You acknowledge and agree that all domain name registration Services provided to You by Sempervox are provided on an "as is" basis. Sempervox 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. Sempervox 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.

18. Breach and revocation

Sempervox 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 Sempervox or other associated companies.

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 Sempervox) 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 Sempervox, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name

You also agree that Sempervox 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 Sempervox 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.

You acknowledge and agree that:

(a) providing inaccurate information;

(b) failing to update information promptly; or

(c) failing to respond to Sempervox' 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.

19. No Guarantee

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.