.UK Registry-Registrar Agreement

1. Definitions and Interpretation

In this Contract words written with capital letters and some other words such as "us", "we" and "you" have special meanings set out below.

References to "clause" or "clauses" are to clauses within the main body of this Contract. References to "paragraph" or "paragraphs" are to paragraphs within Schedule 1 ~~t~~of this Contract.

Acceptable Use Policy - contains our terms for the acceptable use of our services, as published on our website and updated by us from time to time;

~~Automaton – our email based system that allows Registrars to register and manage domain names;~~

Certification and Test Bed Processes – processes under which you can test, or may be required to test, your capability to send valid requests to our systems and make use of our systems effectively, all as notified from time to time by us;

Confidential Information - all information and data of any kind in connection with the business or affairs of either Nominet or a Registrar, or either's clients, suppliers or business partners, which the other party obtains in the course of and in consequence of the performance of this Contract and which the disclosing party indicates is confidential in nature to the receiving party;

Contact – the names, postal addresses, telephone numbers and email addresses of any individuals provided by any individual in relation to a domain name registration, such as the details of the Registrant or an administrative contact;

Contract or Registrar Contract - (i) these terms and conditions; (ii) the Credit And Payment Terms; ~~and~~ (iii) the Service Level Requirements; and (iv) the Data Processing Annex.

Credit and Payment Terms - our standard terms for the provision of credit accounts published on our website;

Data Processing Annex – contains our terms for how you must process customer's personal data on behalf of Nominet when registering, renewing, transferring or managing .uk domain names as set out in Schedule 3;

Data Protection Legislation - up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

Data Quality Policy – our policy which sets out some of the ways we expect registrars to help us improve our data quality;

Domain Availability Checker (DAC) - our service which allows users to determine basic information about a domain without returning a whois result (available only under the specific contract for that service);

End User - any customer or third party to whom you provide any part of the information or data derived from your use of the service provided by us under this Contract, whether or not that information is or has been further processed;

Extensible Provisioning Protocol (EPP) - is a method of registering and maintaining domain names where all communications use Extensible Mark-up Language (XML) via a series of schemas;

Fees Policy – our policy which sets out the fees that we charge for the services we provide, and the basis on which we set those fees, which is set out in full on our website;

Force Majeure Event - means an event beyond the reasonable control of either you or us, including but not limited to strikes, lock-outs or other industrial disputes (involving the workforce of either party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.;

General Requirements – the general requirements which must be fulfilled by all Registrars as more fully defined in Schedule 1;

Intellectual Property Rights - trademarks, service marks, registered designs, utility models, patents, applications for any of the foregoing, copyright, design rights, database rights, confidential information, trade and business names and any other similar protected rights in any country whether existing or to be created and whether vested or contingent;

Key Terms – the terms of your contract with Your Customers that you must bring to their attention before they enter into that contract. Those terms are:

- What you charge for the domain-name related services you provide;
- How you deal with expired and expiring domain name registrations; and
- How Your Customer can renew a domain name and the basis on which Your Customer will be charged for maintaining their registration of a domain name; and
- What charges, if any, you make where Your Customer is transferring their domain names to a new Registrar, or is otherwise terminating their contract with you.

Notify - any duty to notify or give notice may, unless another form is specified, be by email, system Automaton message (if a standard form is established), EPP response (if a standard form is established), fax or post and shall be effective on the earlier of (a) the time of sending of the electronic communication or fax, (b) two days after posting by first class pre-paid post, or (c) receipt: and shall be validly served if sent to (in the case of us) our address given on our website at the time and (if sent to you) the address we hold for you in respect of this Contract, or your registered office (if applicable), or the relevant contact for the service;

Policies – the Acceptable Use Policy, Data Quality Policy, Sanctions Policy, Fees Policy, Privacy Services Acceptable Use Policy and any other policies relating to your use of our Systems and/or your dealings with Registrants or us, which we may publish on our website and amend from time to time (each a "Policy");

Privacy Services Acceptable Use Policy – our policy which sets out the rules that apply when a registrar uses our WHOIS privacy function, as published on our website from time to time;

~~Proxy Services - whenever a registrar provides their customers with .uk domain name registration services and wishes to operate a Proxy Service recognised by Nominet;~~

Register - the database of those domain names in and under the .uk top level domain operated by us and, if we are providing data in relation to any domain names as part of the Contract which are not recorded with us, the database of those domain names as well;

Registrant - the person who is recorded on the Register as being the one that the registration of a .uk domain name is 'for', and for these purposes also means applicants who have not yet entered into a contract with us but want to do so;

Registrar - someone who has entered into this Contract which allows them to access our automated systems and register, renew and manage domain names on behalf of their customers: the Registrar is appointed by the Registrant to deal with us on the Registrant's behalf;

Registrar Services – means the services usually provided by a Registrar, or on a Registrar's behalf, to a Registrant in relation to the registration of a .uk domain name, including without limitation collecting registration data about Registrants and submitting that data to Nominet;

Reseller – someone who participates in a Registrar's distribution channel for domain name registrations, either: (a) as a result of an agreement, arrangement or understanding with the Registrar; or (b) with the Registrar's actual knowledge, provides some or all Registrar Services, including collecting registration data about Registrants, submitting that data to a Registrar, or facilitating the entry of the agreement for services between the Registrar and the Registrant;

Rules – the rules for the registration and use of domain names within the .uk domain and its sub-domains, as published on our website;

Sanctions Policy - the policy (set out in Schedule 2 below) setting out some of the steps which we may take should you be in breach of the Contract including any of the Service Level Requirements or Policies;

Searchable WHOIS - the service which allows extended searches of the Register (available only under the specific contract for that service)~~, which was formerly known as the 'Public Register Search Service' or 'PRSS'~~;

Service Level Requirements - the requirements for each Tag Classification as set out in Schedule 1;

Service Levels- the service levels set out in Schedule 1;

Special Status - a Contract which is in 'special status' is one which is in suspension or has been limited in some other way as result of non-compliance including, without limitation, in accordance with the Sanctions Policy;

System Instructions - our instructions for Registrars on the proper use of our Systems, the way they work, which may include Certification and Test Bed Processes, the type, format, quality, layout and structure of data that they accept or should have and related things such as the use of any issued identifiers (for example, Tags) and access controls, which we publish on our website from time to time;

Systems - our automated registry systems for Registrars, such as EPP (which may include any service or system for which we require users to enter into a separate contract);

Tag - a registry systems identifier allocated to you for use when registering or managing domains; Tag Classification - the different classifications of Tags, as designated by us from time to time, for which you may apply. Eligibility for a particular Tag Classification will require you to meet the Service Level Requirements for that Tag Classification as well as the General Requirements;

Terms and Conditions of Domain Name Registration – the terms and conditions under which Registrants may register domain names with us as published on our website from time to time;

Transaction - any communication between you and us (or the Registrant and us) entered into with the intention of:

> (i) providing information to us;

> (ii) obtaining some sort of response from us; or

> (iii) entering into a contract (either for you or Your Customer) with us;

> and Transact has a similar meaning;

Us, we, or our - Nominet UK, a company limited by guarantee number 3203859 of Minerva House, Edmund Halley Road, Oxford Science Park, Oxford, OX4 4DQ;

Web Domain Manager (WDM) – our user interface system that allows registrars to register and manage domain names in a web browser;

WHOIS – our tool through which third parties can find information about domain names ending in .uk and in particular about the Registrant of any such domain name;

WHOIS2 – our tool through which Registrars may submit queries about domain names ending in .uk on behalf of third parties. The information retrieved is the same as can be obtained through WHOIS;

You, your - the person, firm, organisation or company who we contract with;

Your Customer - means the Registrant that you are an agent for (which can be you).

2. Recognition and promises as to authority to act

2.1. On the terms of this Contract, we recognise you as being a Registrar and therefore able to act as an agent for Your Customers (which can include you). This Contract contains some limits on what you can do for Your Customer.

2.2. When the Registrant you act for is you there are specific provisions that you must comply with and which are set out elsewhere in this Contract.

2.3. We may require Your Customer to Transact with us only via you, or to attempt to deal with you first, or to receive notices via you. However we reserve the right to deal directly with Your Customer and we may set out situations where you have no power to act for Your Customer or where the power you have is limited.

2.4 We may require you, acting reasonably, to send communications from us to Your Customer on our behalf, provided that you will not have to send any such information if you are legally unable to do so.

2.5. In relation to Your Customer we will recognise you as having authority to act for that Registrant if:

2.5.1. for an existing registration, the Register records you as being the appointed Registrar;

2.5.2. the Transaction you are requesting is one which Registrars are allowed to request for their Registrants (see clause 2.3); and we have not been told by you or the Registrant that you cannot act for them (we may set up procedures which set out how and when we need to be told).

2.6. In relation to clause 2.5.1 note that if you have more than one identifier with our Systems (for example, more than one Tag), our System Instructions may require that you use a specific identifier for a specific task (for example, if domain name 'a' is linked to Tag 'X' you may be required to use Tag 'X' to make any alterations, even if you also have Tag 'Y').

2.7. We may allow some Registrars who enter into further contracts with us or who provide other undertakings or security to act in a greater range of Transactions than is permitted to Registrars generally, but if we do this, we will do so on a neutral and open basis, so that any Registrar who meets the criteria and enters into the extra obligations can have these benefits. In order to ensure a neutral and open basis, we will specify a range of proportionate and transparent Service Levels and will define the obligations and rights attached to those Service Levels and these will be set out in the Service Level Requirements.

Where we introduce or change Service Levels, they will come into force through a transition process which will be communicated to Registrars to allow for an orderly and effective transition to those new Service Levels. Any change to the Service Levels will require a change to this Agreement under clause 12.4.

2.8. You promise us that in respect of every Transaction request you make:

2.8.1. you have the authority of the Registrant to make that request and (if applicable to a particular transaction) specific authority from the Registrant to fully commit them to all the terms of the contract or obligations connected with that request;

2.8.2. the request for the Transaction is not prohibited by clause 3.2;

2.8.3. you have complied with the Service Level Requirements applicable to the relevant Tag Classification, in relation to the Transaction; and

2.8.4. you have paid all outstanding Nominet invoices and otherwise complied with your obligations under the Credit and Payment Terms.

2.9. If you break any of the promises in clause 2.8 and we or our staff (including contractors or agents) or directors later suffer loss caused in whole or in part upon our reliance on those promises, you will pay us back for those losses, including any damage to our reputation, and the reasonable costs of any investigation, litigation or settlement. If you are only partly responsible, you would only have to pay the proportion for which you are responsible.

3. Submitting Transactions

3.1. You must comply with the System Instructions including any Certification and Test Bed Processes, and any appropriate Policy in force at the relevant time, including for the avoidance of doubt the Acceptable Use Policies, and the System Instructions. (These Policies and System Instructions will change over time as our systems develop and you must regularly check which are the most recent versions and comply with them).

3.2. You must not request a Transaction if any of the following apply or you have reason to believe that they apply:

3.2.1. you know, or reasonably should know, that some or all of the information provided by or through you to us is false, deceptive, misleading, inaccurate or incomplete;

3.2.2. some or all of the Registrant identity information does not meet the requirements of the System Instructions;

3.2.3. the Registrant you identify to us in the Transaction has not instructed or requested you (directly or indirectly) to act on its behalf or does not exist;

3.2.4. the System Instructions or Policies prohibit making that Transaction on behalf of the Registrant;

3.2.5. you no longer have authority to Transact with us on behalf of the Registrant;

3.2.6. the service requested is one for which we require Registrants to enter into terms and conditions with us (e.g. the registration or renewal of a domain name) and you have not received positive confirmation that they are aware of, and accept in full, the current terms and conditions we offer for that service or Transaction at the date of the request for it;

3.2.7. your Tag Classification or contract status (e.g. you are in Special Status) does not entitle you to submit such a Transaction; or

3.2.8. you are aware that the Transaction is criminal in nature or is likely to further criminal activity.

3.3. Unless clauses 2.3 (limits on your authority) or 3.2 (Transactions you must not request) apply or the System Instructions require otherwise: you must request the relevant Transaction (as set out in the System Instructions) promptly if:

3.3.1. the Service Level Requirements mandate it;

3.3.2. Your Customer provides you with a name or contact information which is different from those recorded on the Register, whether or not Your Customer asks you to update the Register;

3.3.3. you are aware that there is duplicate information on the Register in relation to Your Customer that can be amalgamated or improved; or

3.3.4. we inform you that the Transaction is required (for example, we tell you that the Registrant information you provided is formatted wrongly, is inaccurate or is out of date and ask for it to be corrected).

4. Recording information, data protection and confidentiality

4.1. You will not do anything which could put us in breach of the Data Protection Legislation~~laws on data protection (in particular the Data Protection Act 1998, subsequent revisions thereof or associated regulations and statutory instruments) and the protection of personal information~~, or allow us to be put in this position because of your inaction.

4.2. We will hold records of your identity, and any Contacts relevant to the service being provided. You will ensure that every Contact consents to us holding the information and using it as needed in carrying out this Contract. It is your duty to keep us Notified of your Contacts and your current name and contact details at all times.

4.3. If you are issued with or have an identifier that is supposed to be secret for use with us or our Systems you must keep it secret and safe. We shall be allowed to assume that any action done or requested using that identifier, or a product of it, was done or requested by you or by someone authorised to act for you and we shall have, and be entitled to enforce, procedures as part of the System Instructions for dealing with lost, revoked or compromised identifiers.

4.4. Neither party shall disclose to any person any of the Confidential Information of the other party. Each party shall only use the other party's Confidential Information for purposes related to this Contract PROVIDED THAT Confidential Information may be disclosed to employees, agents and sub-contractors (and their agents and employees) whose duties require such disclosure to be made and who are bound by a confidentiality obligation no less stringent than that contained in this Contract.

4.5. The restrictions contained in clause 4.4 shall cease to apply to any information or knowledge to the extent that it:

4.5.1. comes within the public domain other than through breach of clause 4.4;

4.5.2. is required or requested to be divulged by any court, tribunal or governmental authority with competent jurisdiction;

4.5.3. is disclosed confidentially for the purposes of obtaining professional advice;

4.5.4. is disclosed with the specific and prior written consent of the other Party; or

4.5.5. is known to the receiving Party before disclosure by the other Party.

5. Provision of Proxy Services

[section deleted, clean version will ensure changed clause numbers are adjusted]

5.1 Whenever a registrar provides a Proxy Service the registrar must nominate a Proxy Service provider whose details will be entered by Nominet onto the register in lieu of the details of any registrant who is using the registrar's Proxy Service.

5.2 The registrar may nominate any legal person (including the registrar themselves) to act as the nominated Proxy Service provider, provided that these terms are otherwise complied with. The provider need not be a member of the registrar's corporate group or a Nominet registrar.

5.3 Nominet must be able to validate the name and address of the Proxy Service provider – this must be completed before the Proxy Service becomes active.

5.4 The obligations of both registrars and registrants set out in our Data Quality Policy, our Registrant Terms and Conditions and other policies continue to apply where a Proxy Service is used.

5.5 Registrars offering Proxy Services must maintain full, accurate and verified details of the registrant for whom a registration has been made. For avoidance of doubt this must not be another Proxy Service or proxy of any sort.

5.6 Provide appropriate response to all reasonable and written requests for the provision of the underlying registrant contact data within 48 working hours to:

- UK Law Enforcement Agencies as listed in Schedule 4.
- Nominet for use as set out in the DRS Policy.
- Anyone else with respect to a request that Nominet confirms meets its policy and conditions for release of the requested information.

6. 'Resellers' and dealing with Your Customer indirectly

6.1. You are not prohibited from dealing with Your Customer indirectly (for example, through 'Resellers') but:

6.1.1. you may not transfer, subcontract or delegate any of your rights or obligations under this Contract;

6.1.2. as between you and us, you are responsible for Your Customer and the information, service, marketing and advice they are given, whether or not you actually deal with them directly;

6.1.3. we are not required to deal with, or give any recognition or special privilege to, any of your Resellers;

6.1.4 any actions by your Resellers may have a direct impact on your Tag Classification and will be treated as actions by you for the purposes of our Sanctions Policy;

6.1.5 you must make your Resellers aware of the Terms and Conditions of Domain Name Registration, available from our website, and ensure that the way that they deal with Registrants is compatible with those Terms and Conditions; and

6.1.6 your contract with your Reseller must be compatible with the terms of this Contract. If we ask for it, you must provide us with copies of your contracts with your Resellers, or relevant excerpts that relate to .uk domain name registrations or the issue at hand.

6.2. It is your responsibility to ensure that information given to your Resellers which is relevant to the Register entry is provided to you and that the Register is updated accordingly. For example, where we oblige you in this Contract to do something because you become aware of a change in Your Customer's information or situation, this also applies to a situation where your Reseller has become aware of a change in Your Customer's information or situation.

6.3. On request you will confirm to us whether a person or organisation is your Reseller and provide us with full contact details for them.

7. Payment

7.1. We do not currently charge for entering into this Contract.

7.2. We do charge for some of the services we provide to Registrants and Registrars (e.g. the registration of a domain name). We will charge for the provision of services in line with our Fees Policy. Any payments due and payable to us in the normal course of business, or which incur separate fees when a service is used or Transaction submitted, will continue to be payable regardless of any Special Status or other sanction imposed on you.

7.3. We will specify from time to time cases in which you can undertake to pay fees on behalf of Your Customers and these fees will be payable by you (out of your credit account, if applicable) even if your Registrant does not pay you.

7.4. The Credit and Payment Terms are incorporated in this Contract as if set out in full.

8. Enforcement

8.1. We may require you to confirm to us (and provide reasonable evidence) how, and whether, you comply with the requirements of this Contract (including the Service Level Requirements) and our Policies as well as the System Instructions, within a reasonable timescale set by us. There are specific obligations set out in the General Requirements and also conditions applicable to your Tag Classification.

8.2. We aim to provide our services in a neutral and impartial way, and we have obligations to protect the information on the Register. We may require that you declare in advance of any investigation by us into any breach of this Contract or the Policies any connections you have with another Registrar or relevant party that has a contract with us.

8.3 You agree that if, we have reason to believe following an investigation by us, you have gained an unfair advantage by an act or omission in making a Transaction, we may reverse that Transaction and/or suspend, transfer or cancel any associated registration, provided we act reasonably when doing so.

8.4. If you do not comply with this Contract, or any other contract we have with you, we may put it into a Special Status and Notify you that we have done so. In doing so, and in deciding which form of Special Status to put the contract into, we will act reasonably, proportionately and consider (in addition to any relevant fact):

8.4.1. steps you have taken to resolve the problem and stop it happening again;

8.4.2. the urgency of the problem;

8.4.3. the reason for taking the action and whether the Special Status is relevant to it;

8.4.4. your past conduct; and

8.4.5. our Policies including, for the avoidance of doubt, the Acceptable Use Policy, the Privacy Services Acceptable Use Policy and the Sanctions Policy.

8.5 We may put this Contract into Special Status, or otherwise suspend the provision by us of or remove access to any of our services, if any action you take as a Registrar is, or in our reasonable opinion is likely to, lead to criminal or civil liability for us or any of our officers or staff members.

9. Starting and ending the Contract

9.1. This Contract begins on the date that either:

9.1.1. we Notify you that we have accepted your application; or

9.1.2. if you are an existing Registrar, we provide you with a copy of these terms and conditions, and continues indefinitely unless terminated, or suspended, in accordance with the Contract, or amended in accordance with clause 12.4.

9.2. Either party may terminate the Contract by Notifying the other party not less than 30 days in advance.

9.3. (Without affecting the operation of clauses 8.4 or 8.5) either party may terminate or suspend this Contract by Notifying the other if the other:

9.3.1. breaks any term of the Contract and (if it is possible to put right) does not put it right, and explain in writing the steps that have been taken to put it right, within 14 days after the other Notifying them that they should do so;

9.3.2. has been Notified of three or more breaches before under 9.3.1 (whether or not they were put right) and is then Notified of a further breaking of the terms of the Contract (whether or not it can be put right); or

9.3.3. stops (or threatens to stop) trading, or dies or enters any process (such as administration or liquidation) which may lead to that party not existing any more (except for the purpose of a genuine scheme of solvent amalgamation or reconstruction) or being bankrupt or insolvent.

9.4. If a party dies (for individuals) or otherwise stops existing or trading (for businesses, companies and so on) the duty to Notify under clauses 9.2 and 9.3 shall not apply.

9.5. Any termination, suspension or ending of the Contract will not affect:

9.5.1. any rights of action that either party has built up;

9.5.2. the coming into force or continuation in force of any provision of this Contract which is expressly, or by implication, intended to come into or continue in force on or after the Contract ends (including, in particular, clauses 1, 2.8, 2.9, 4.4, 4.5, 9.5, 9.6, 9.7, 9.8, 10, 11 or 12, or the Credit And Payment Terms); or

9.5.3. the application to or validity of any wording or term which is used both in this Contract and another one.

9.6. At your reasonable request following the termination of this Contract, we may agree to a short period during which you may continue to access our systems solely for the purposes of assisting Your Customers in transitioning their domain name registrations and other services to new service providers.

9.7. If we suspend or end this Contract in its entirety under clauses 8.4, 8.5 or 9.3 then you can appeal that decision by notifying us of your wish to appeal, within 10 days of our Notifying you of our decision. Appeals will be referred to an independent adjudicator appointed by the Centre for Effective Dispute Resolution (CEDR) under the 'CEDR Solve Rules for Commercial Adjudication'. Such referrals may not be made in relation to any other sanctions imposed by us under this Contract. You must pay half of any administration fee charged by CEDR and we will not be able to refer the appeal until we have received funds from you to cover your share of that fee. Any other costs of the adjudication, including the CEDR administration fee, will be split equally between the parties, unless otherwise directed by the appointed adjudicator.

9.8. While a dispute referred to an adjudicator under clause 9.7 is being considered we will continue as if this Contract was not suspended or ended. We may, however, impose particular reasonable restrictions on the Transactions you may request while the dispute is being considered by the appointed adjudicator.

9.9. No action taken by us or by any adjudicator considering a complaint under clause 9.7 will affect either party's legal rights, act as a block to any right or claim or act as an admission of anything, but while this Contract continues to operate in accordance with clause 9.7, both sides are bound by this Contract for that period (even if the decision is that the contract is ended and should be ended).

10. Exclusions of Liability

10.1. Nothing in this Contract shall be taken to attempt to exclude or limit liability for death or personal injury caused by negligence, or for fraudulent misrepresentation.

10.2. Subject to clause 10.1:

10.2.1. all representations, and all warranties, whether express or implied by statute, law or otherwise, relating to the operation of our Systems and the data in them are excluded to the maximum extent permissible by law; and

10.2.2. we will not have any liability whatsoever to you or any End User to whom you relay results as a result of any failure or inaccuracy, delay or error in the operation of our Systems or the information from them.

10.3. Subject to clause 10.1, we will not be liable (on any legal basis, including under the law of tort) for any loss to you arising out of this Contract or your use of our Systems which could be described as;

10.3.1. loss of revenue;

10.3.2. loss of profits;

10.3.3. loss of goodwill;

10.3.4. loss of data;

10.3.5. indirect losses; or

10.3.6. consequential loss suffered by you.

11. Intellectual Property and Relationship of the Parties

11.1. Nothing in this Contract, or the actions we or you take because of it, creates any sort of partnership, joint venture or other association between us. Neither party shall have any authority to bind the other in any way.

11.2. The Register and WHOIS, and the data contained within them, belong to us and we can change them at any time.

11.3. As a confirmatory assignment you assign to us any Intellectual Property Rights you have in the Register.

11.4. You must not use any of our Intellectual Property Rights or information they protect without our written permission. We do provide various materials which may help you in marketing or explaining the .uk system, and information about those services is on our website.

12. General

12.1. Non-performance by either party of any of its obligations under this Contract (other than an obligation to pay money) must be excused during the time and to the extent that performance is prevented, wholly or in part, by a Force Majeure Event.

12.2. The party claiming the benefit of clause 12.1 must:

12.2.1. as soon as practicable, Notify the other party specifying the cause and extent of its inability to perform any of its obligations under this Contract and the likely duration of such non-performance. In the meantime, such party must take all reasonable steps to remedy or mitigate the effects of the Force Majeure Event; and

12.2.2. keep the other party informed both at reasonable intervals and upon request by the other party, of:

12.2.2.1. the likely duration of the Force Majeure Event;

12.2.2.2. the action proposed to be taken by the party in complying with its obligations under this Contract;

12.2.2.3. the cessation of the Force Majeure Event or the successful mitigation or minimisation of the effects of the Force Majeure Event; and

12.2.2.4. any other matter that other party may reasonably request in connection with the Force Majeure Event.

12.3. Performance of any obligation affected by a Force Majeure Event must be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure Event. If by reason of a Force Majeure Event a party is unable to perform any obligation under this Contract for a continuous period of 60 days, the other party may on giving 10 days' written notice to that party terminate this Contract.

12.4. We may make reasonable changes to the terms of this Contract from time to time after consultation with our stakeholders, unless the changes are of an inconsequential nature or required to close any loopholes in this Contract, in which case such consultation will not be required. We will Notify you of any changes at least 30 days before they are due to take effect.

12.5. In the event that we regard it necessary to amend any ancillary documents referred to within this Contract (and which are not expressly incorporated into this Contract), we will take reasonable steps to Notify you that we intend to do so and the detail of the necessary changes in advance of the changes coming into force. We will determine, in our reasonable opinion, whether it is necessary to consult our stakeholders prior to making such changes.

12.6. This Contract is the entire contract between you and us in relation to the topics that it covers and replaces all earlier agreements, arrangements and understandings between you and us. However, nothing in this Contract changes or ends any contract in relation to the WHOIS, WHOIS2, DAC or PRSS or other services presently provided by us to you under contract.

12.7. Nothing in this Contract is intended to grant rights to anyone other than you and us whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. This does not stop

third parties (for example, registrants) from asking us to enforce this contract, but it means that they cannot do it themselves.

12.8. The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts, save in matters of enforcement of the judgment of an English Court, where the parties submit to the non-exclusive jurisdiction of the English Courts.

12.9. If any clause of this Contract is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be treated as if it did not exist.

12.10. If different parts of this Contract appear to say different things then the part of this Contract named first in this list has priority over all the parts below it and so on:

12.10.1. these terms and conditions;

12.10.2. the Service Level Requirements;

12.10.3. the Data Quality Policy;

12.10.4 Credit And Payment Terms;

12.10.5~~4~~. the Sanctions Policy;

12.10.6~~5~~. the Acceptable Use Policy;

12.10.7~~6~~. the Fees Policy;

12~~.10.7. the Privacy Services Acceptable Use Policy;~~

12.10.8. Terms and Conditions of Domain Name Registration;

12.10.9. System Instructions; and

11.10.10. Certification and Test Bed Processes.

Schedule 1 - Service Level Requirements

A. Introduction

A.1. This Schedule sets out the Service Level Requirements for each Tag Classification.

A.2. The following Service Level Requirements may be amended from time to time by us and Notified to you, in accordance with clause 12.4.

A.3. These Service Level Requirements are part of the Contract. Clause 8.1 of the Contract requires you to prove how you meet your obligations under the Contract when we ask you to. It requires you to provide evidence of how you do this, and prove this within time limits we set.

A.4. Each Tag Classification has a specific set of rights and obligations attached to it. There are also a series of General Requirements which must be met for all Tag Classifications. These are set out below and may be amended from time to time.

A.5. To secure a particular Tag Classification you must demonstrate adherence to both the General Requirements and the specific requirements of that Tag. We will publish an application process.

A.6. To be able to administer domain names, you will need to be set up with an account identification code, the registry system identifier that we allocate you is called a Tag.

A.7. From the date specified by us there will be three types of Tags:

A.7.1. Self Managed;

A.7.2. Channel Partner; and

A.7.3. Accredited Channel Partner.

A.8. The Self Managed Tag is intended for Registrants wishing to act as their own Registrar. The Channel Partner and Accredited Channel Partner Tags are designed for those Registrars wishing to provide services to third parties.

A.9. You may have more than one Tag, provided that no more than one of those Tags is a Self Managed Tag. Unless you specify otherwise (and otherwise meet the requirements for a particular Tag Classification) we will assume that every Tag you hold or apply for is a Channel Partner Tag (so long as you meet the Service Level Requirements attributable to that Tag).

A.10. Any actions you take with or in relation to a particular Tag must comply with the Service Level Requirements applicable to that Tag Classification as set out in this Schedule.

B. General Requirements for all Tag Classifications

B.1. Regardless of Tag Classification, as a Tag user, you must:

B.1.1. comply with the Systems Instructions including all obligations on Certification and Test Bed Processes;

B.1.2. demonstrate appropriate levels of technical competence, as required by Nominet from time to time;

B.1.3. comply, without undue delay, with all lawful requests of UK law enforcement agencies;

B.1.4. provide complete and accurate Registrant data in line with the Contract and data quality policy;

B.1.5. act promptly on reasonable requests from Registrants to make changes to their domain name registration;

B.1.6. take reasonable steps to ensure that the interface between your systems and our Systems, as well as any Transactions you submit, do not jeopardise the resilience and security of our Systems;

B.1.7. provide documentation or evidence within a reasonable deadline to meet any required checks as well as providing us with the most up to date version of your contractual terms and conditions with Registrants. Any materials provided will be kept confidential and used only by Nominet or its agents for purposes consistent with this Contract;

B.1.8. only register a domain name in the name of Your Customer unless you or your Reseller have Your Customer's explicit prior consent to register it in a different name, such as your name, your organisation's name or your Reseller's name;

B.1.9. make Registrants aware of our Terms and Conditions of Domain Name Registration before the contract is made and before renewal;

B.1.10. make your Registrants aware of your contract with them before the contract is made and before renewal. As a minimum, you must highlight to Registrants the Key Terms of that contract, though you may choose to highlight other terms as well if you wish. You must give your Customers reasonable notice of any substantive changes that relate to a .uk domain (including the Key Terms) in advance of those changes coming into effect unless such changes are required to be made due to a legal requirement;

B.1.11. You must avoid behaviour which in our reasonable opinion could bring Nominet into disrepute and not do anything, or allow anything to be done, in relation to .uk domain name registrations which might reasonably mislead the public or your Registrants, including as regards your relationship with us or whether you are entitled to use a Tag of a particular Tag Classification;

B.1.12. act in good faith when correcting a Registrant name on the Register or transferring a domain name to a new Registrant, where we make it possible for you to do so for a domain name on your Tag, and comply with any published requirements (for example, based on the Tag Classification). If you are entitled to make such changes, you must only do so where either (i) you are doing so in accordance with a contract you have with the Registrant and the Registrant was made aware of the relevant terms in advance; or (ii) you have the express permission of the Registrant to make the change; or (iii) you are the Registrant of the domain name;

B.1.13. issue an expiry notice to Your Customer no more than 30 days prior to expiry of the domain. You must always allow a Registrant to renew a domain name (and maintain the registration in their own name) at any point up to the point at which we would otherwise have cancelled and deleted that domain name, provided that such renewal does not breach any of the terms of this Agreement or of the Terms and Conditions of Domain Name Registration. You may specify a reasonable deadline in advance of the cancellation date by which Your Customer must have sent you their renewal request, only where you require such time to process a renewal request before the cancellation date;

B.1.14. the requirements of paragraph B.1.13. above do not apply where you have formally notified Your Customer that you are no longer providing them with Registrar Services, or where you and Your Customer have mutually agreed that you are no longer obliged to provide Registrar Services to Your Customer. In these circumstances, you must take commercially reasonable steps to assist Your Customer in transferring their domain name(s) to a new Registrar, should they wish to do so.

B.1.15. except as set out in paragraph E.3.6, you must not make any changes to the registration data of a domain name during the period between the expiry of a domain name and its deletion, unless you have received our prior permission or are acting at Your Customer's explicit, unprompted request. You may not transfer a domain name during the expiry period, except as set out in paragraph E.3.6. For the avoidance of doubt, in most circumstances nameserver details would not be regarded as "registration data" for the purposes of this paragraph.

B.1.16. exercise due diligence, care and attention in the submission of all relevant information to us, including in the review of information; assessment of the accuracy of information; comply with any data quality policy in place from time to time; and comply with the specific requirements of your Tag Classification as regards data;

B.1.17. not transfer domain names from or to a Tag or a particular Tag Classification, or use a Tag of a particular Tag Classification, as a means of avoiding an obligation or restriction which should properly apply in the circumstances;

B.1.18. comply with all applicable laws (in particular, the Data Protection Act 1998, subsequent revisions thereof or associated regulations and statutory instruments from time to time) applicable to your activities, as well as distance selling regulations or equivalent including relevant cooling off periods; and

B.1.19. comply with all relevant Policies.

B.2. You agree that we may undertake a credit check of anyone who operates or applies for a Tag, and may repeat such a check at any point during the term of this Contract. You agree to promptly provide us with any reasonable information or documentation which we may require from you in order to undertake such credit check(s).

B.3. You agree that we may ask you to provide us with the contact details for two or more referees and that we may ask those referees to provide us with written references, either when you apply for a new Tag or request increased credit.

(together, the **General Requirements**).

C. Self Managed Tag Classification

C.1. In addition to the General Requirements, a Self Managed Tag holder must, to be eligible for the Self Managed Tag Classification:

C.1.1. meet the data quality obligations under this Contract and as notified from time to time;

C.1.2. not use the Self Managed Tag as a means of avoiding obligations which would properly attach to domains held under other Tag Classifications; and

C.1.3. in the event of domains being registered in the name of a third party, comply with the requirements applicable to the Channel Partner Tag Classification as those apply to those domains, in particular, on informing the Registrant.

C.2. Registrars with a Self Managed Tag Classification will have access to the following systems, subject to their compliance with the terms of the Contract and the relevant System Instructions:

C.2.1. Extensible Provisioning Protocol (EPP);

C.2.2. Web Domain manager (WDM);

C.2.3. Domain Availability Checker (DAC); and

C.2.4. Automaton.

C.3. Domain names on a Self Managed Tag must usually be registered only in the name of the Registrar. You may specify a maximum of five Registrant names at any one time which will be regarded for the purposes of this paragraph as being Your name. These must be linked to you in some way, for example personal, trading or business names that you use or are closely connected with, and you must be able to provide evidence of this if we ask for it.

We may permit a small number of domain names on a Self Managed Tag to be registered in the name of a third party but this shall be no more than the lower of: a) fifty or b) 5% of the total domains registered under your Self Managed Tag. Any changes to such limits on registrations will be Notified to you from time to time. If you register any domain names to a third party on a Self Managed Tag, you must ensure that you comply with the obligations set out for Channel Partner Tags, as set out below, in relation to those domain names.

C.4. You may transfer domain names registered in Your name on a Self Managed Tag to a new Registrant, free of charge, subject to compliance with all other obligations (in particular, and without limitation, the Rules and the restrictions in paragraph C.3 above).

D. Channel Partner Tag Classification

These obligations apply to any Registrar who registers domain names on behalf of a third party, regardless of the classification of the Tag used by the Registrar.

D.1. In addition to complying with the General Requirements, as a Channel Partner Tag holder, to be eligible for the Channel Partner Tag Classification, you must:

D.1.1. maintain a website, accessible to the public, which provides contact postal address(es), email address(es) and telephone number(s) that Your Customers and members of the public can use to contact you;

D.1.2. make public, prominently via your website, your customer service commitments and state how long your customers should expect to wait before receiving an acknowledgement of their communication and/or how long you usually take to resolve issues raised;

D.1.3. acknowledge receipt of contacts from Your Customers (including complaints) within no more than 5 working days of receipt;

D.1.4. publish on your website details of how a customer can make a complaint about the service they have received from you and provide those details if a customer asks for it. You must provide details of your processes for escalating complaints in your response to any complaint and should inform Your Customers (whether in writing or by some other means) of our process for dealing with the complaints of Registrants if Your Customers are unsatisfied with the outcome of their complaint to you;

D.1.5. ensure that Your Customers are aware in advance of:

D.1.5.1. the charges associated with .uk domain name registration, renewal and maintenance;

D.1.5.2. any changes to your ongoing charges or other charges that will affect Your Customer;

D.1.5.3. how long you will take to carry out the services; and

D.1.5.4. the Key Terms of your contract with them;

D.1.6. make clear to customers your policy on renewal and expiry of domain names, which must be compliant with this Contract, including the basis on which you charge for renewal of a .uk domain name; and

D.1.7. publish on your website an email contact point or contact form for abuse complaints. You ~~, which~~ must acknowledge receipt of abuse complaints within no more than 5 working days of receipt ~~be an email address which corresponds with a inbox that you check at reasonable intervals~~.

D.2. Registrars with a Channel Partner Tag Classification will have access to the following systems, subject to their compliance with the terms of the Contract and the relevant System Instructions:

D.2.1. All of the systems available under the Self Managed Tag Classification; and

D.2.2. WHOIS2, subject to certain look up levels as defined from time to time in the Acceptable Use Policy.

E. Accredited Channel Partner Tag Classification

E.1. In addition to demonstrating compliance with the General Requirements and the obligations applicable to the Channel Partner Tag Classification, to be an Accredited Channel Partner Tag holder you must also demonstrate or provide us with the following:

E.1.1. information or documentation, as appropriate, regarding (i) your business continuity plans and (ii) your relevant insurance levels for the type and scale of business you operate;

E.1.2. if we reasonably request it, information or documentation in order to verify your financial position, which may include, if applicable, copies of statutory accounts;

E.1.3. that you acknowledge receipt of complaints or customer contacts within 3 working days of receipt;

E.1.4. that you have a process in place for data quality validation, which complies with our data quality policy, and which is auditable by us;

E.1.5. reports, on our request and in a form as specified from time to time, which will provide metrics regarding your performance under this Contract, particularly (but without limitation) in relation to your data quality validation processes, complaints handling, compliance with requests from UK law enforcement agencies and other topics as notified by us;

E.2. Registrars with an Accredited Channel Partner Tag Classification will have access to the following systems, subject to their compliance with the terms of the Contract and the appropriate System Instructions:

E.2.1. all of the systems available to the Self Managed Tag Classification; and

E.2.2. WHOIS2, subject to certain look up levels as defined from time to time in the relevant Acceptable Use Policy which may differ from that for the Channel Partner Tag Classification.

E.3. Other rights applicable to the Accredited Channel Partner Tag Classification:

E.3.1. The ability to make changes to the registrant name as specified in this Contract (subject to the Rules) without changing the identity of the Registrant (for example to correct a mistake or reflect a change of legal name). This ability must not be used to effect a transfer of a domain name to a different Registrant, which must be done using our domain transfer tool – see paragraph E.3.2. below;

E.3.2. The ability, on behalf of Your Customers, to transfer domain names on an Accredited Channel Partner Tag, free of charge (subject to the Rules), using our domain transfer tool only;

E.3.3. We may specify certain types of automated communication that we usually send to Registrants, which are optional for Accredited Channel Partner Tag users, which may include, without limitation, certain renewal reminders. Accredited Channel Partner Tag users will be able to opt out of having those communications sent to Registrants on their Accredited Channel Partner Tag, provided that they use commercially reasonable methods to ensure that Registrants are made aware of the steps they need to take to manage, transfer, renew or otherwise deal with their domain name registration(s), such as by sending their own renewal reminders to their customers. We may also specify certain communications which we will always send to Registrants, regardless of any opt out by the Registrar;

E.3.4. Eligibility for on-going promotional activities and programmes, as notified from time to time;

E.3.5. The right to use an accredited logo or marking, subject to the relevant licence being in place. The Intellectual Property Rights in any such logo shall remain our property;

E.3.6. You may, no earlier than 30 days after the expiry of a domain name on an Accredited Channel Partner Tag, take steps to transfer the domain name into your name, provided that you have previously informed the Registrant that you intend to do this and obtained their explicit consent to your doing so. Such consent must be obtained no earlier than 30 days before the date on which the domain name is due to expire, and no later than 30 days after the date on which the domain name expired. Even if you transfer a domain name in these circumstances, the original Registrant of the domain name must always retain the right to renew the domain name in question as set out in paragraph B.1.13 above. You may not transfer a domain name into the name of a third party under this paragraph;

E.3.7. You may not transfer a domain name under paragraph E.3.6. where you have formally notified Your Customer that you are no longer providing them with Registrar Services, or where you and Your Customer have mutually agreed that you are no longer obliged to provide Registrar Services to Your Customer; and

E.3.8. other incentives as notified from time to time.

Schedule 2 - Sanctions Policy

I. The Contract entitles us to put your contract into Special Status or to take certain steps including termination. These steps can be taken in a range of circumstances, including a failure to adhere to the requirements of a particular Tag Classification, including the General Requirements, or breach of any of our Policies or this Contract.

II. In order to assist in your understanding of what we might do, we set out below certain sanctions which may be applied to certain actions. We reserve the right to apply these measures at our discretion and we will do this proportionately and transparently. We will work with Registrars to endeavour to avoid breaches from occurring, and in most circumstances will try to assist Registrars in resolving breaches of this Contract before considering applying sanctions – any actions taken by a Registrar in such circumstances will be taken into account when determining which sanction(s) to apply, if any.

III Failure to comply with the requirements of a Tag Classification entitles us to review and vary your Tag Classification.

IV We may also do any or all of the following, in relation to any or all Tag Classifications used by you at the relevant time:

(a) degrade the responsiveness of any or all Systems;

(b) reduce look up thresholds or access to any or all Systems;

(c) remove access to any or all incentives, such as the ability to make changes to Registrant names, opt-out of Registrant communications or to transfer expired domain names in the Registrar's own name;

(d) remove the ability to register new domains;

(e) suspend, cancel or transfer one or more domain names;

(f) reverse transactions carried out by you;

(g) restrict the ability to register deleted domains within a period following cancellation;

(h) remove eligibility for accreditation rights and other promotional activity(ies);

(i) remove the ability to make changes to the Registrant name during the expiry period;

(j) remove your ability to use one or more Tags that you have registered with us;

(k) remove your ability to use our privacy service functionality;

(l) impose credit restrictions as per the Credit and Payment Terms; and

(m) make public any sanctions applied or measures applied to a Registrar.

V. For the avoidance of doubt, any of the above may be applied to any or all Tags used by you at the relevant time.

VI. If we decide to impose one or more of the sanctions set out in this Schedule 2, you can appeal that decision to our Head of Compliance by Notifying the Head of Compliance in writing of your complaint within 10 working days of our Notifying you of our decision. The procedure for determining such appeals, once received, will be consistent with our complaints procedure, as published on our website from time to time.

VII. While an appeal made under VI. above is being considered, and for a reasonable period of time after Notifying you of their decision (which period of time Nominet may in its absolute discretion decide) the person considering the appeal may order that you and we continue as if no sanction was applied. They may also impose particular restrictions on the Transactions you may request during this period.

Schedule 3 – Data Processing Annex

Whereas:

1.   The registrar has concluded a Registry-Registrar Agreement (hereinafter referred to as the RRA) with Nominet to be able to take part in the registration process of domain names ending with .uk;

2.   The registrar can process certain personal data in a processor capacity on behalf of Nominet when registering, renewing, transferring or managing .uk domain names;

3.   The registrar and Nominet wish to lay down provisions that shall apply if and to the extent that the registrar acts as a processor on behalf of Nominet.

It is agreed as follows:

1.   Interpretation

1.1. This Data Processing Annex shall be governed by the terms and conditions set out in the RRA. Capitalized terms that are not defined in this Data Processing Annex shall acquire the meaning given in the RRA, unless the context indicates otherwise.

1.2. In this Data Processing Annex, the following terms shall mean:

Data Processing Annex: the current data processing annex, including any appendices to this data processing annex;

Third country: as indicated in Article 8;

Services: the services that the registrar provides by virtue or in connection with the RRA, namely the registration and management of domain names ending with .uk in the name of the registrants but for the account of the registrar;

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter:

    (i)   unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then;

    (ii)   any successor legislation to the GDPR or the Data Protection Act 1998;

    (iii)   where applicable the guidance and codes of practice issued by the Information Commissioner.

Approved contractors: contractors including, but not limited to, resellers, who are approved by Nominet in accordance with Article 7.2;

RRA: the Registry-Registrar Agreement as indicated in Recital 1 of this Data Processing Annex;

Personal data: the personal data that the registrar or any Approved Subcontractors process in a processor capacity on behalf of Nominet in connection with the provision of the Services;

"Processing" of personal data and **"personal data"** shall acquire the meaning given thereto in the Data Protection Legislation. Under the RRA, the registrar may, on behalf of Nominet, process identification data, electronic identification data and financial data of the registrar itself, its resellers, registrant and/or his or her authorized agent;

1.3. The Parties acknowledge and agree that this Data Processing Annex shall constitute an integral part of the RRA. If there is a conflict or contradiction between:

    1.3.1. A term from the main section of this Data Processing Annex;

    1.3.2. A term from one of the appendices to this Data Processing Annex; and

    1.3.3. A term from the RRA and its annexes;

The term of the first category from the foregoing list shall take propriety over the category or categories thereunder.

2. Scope and Purpose

2.1. The provisions of this Data Processing Annex shall apply only and to the extent that the registrar processes the Personal Data in a processor capacity on behalf of Nominet.

3. Compliance with the Data Protection Legislation

3.1. The registrar shall comply with its obligations under all applicable Data Protection Legislation at all times when processing Personal Data.

3.2. The registrar shall process Personal Data only:

3.2.1. In the way and for the purposes set out in Article 4; and

3.2.2. According to the instructions of Nominet.

4. Nature and purpose of the Processing and Processing instructions

4.1. Personal Data shall be processed by the registrar in order to register, renew, transfer and manage .uk domain names on the technical platform and network of Nominet.

4.2. Nominet shall hereby give:

4.2.1. Instructions to the registrar to take such measures as are reasonably necessary to process Personal Data on behalf of Nominet; and

4.2.2. Consent to the registrar to give instructions to the Approved Subcontractors and on behalf of Nominet which are equivalent to the instructions set out in Article 4.2.1.

5. Confidentiality and Security

5.1. The registrar undertakes to treat all Personal Data confidentially. Unless required otherwise by Nominet, the registrar shall not disclose any Personal Data to a third party other than:

5.1.1. Its own employees, Approved Subcontractors or employees of the Approved Subcontractors for whom such disclosure is reasonably necessary for the provision of the Services; or

5.1.2. Insofar as required by law, by any government body or other regulatory authority, or by a court or other competent body; and

On condition that the persons to whom Personal Data may be disclosed pursuant to Article 0. are bound by obligations of confidentiality which correspond with those imposed on the registrar by this Data Processing Annex or by the RRA;

5.2. Taking into account the state of technology, the execution costs, as well as the nature, scope, context and purposes for processing Personal Data, the registrar shall take appropriate technical and organizational measures to prevent any accidental or unlawful destruction, loss, modification, unauthorised disclosure of or access to the Personal data.

6. Notification of a breach in connection with Personal Data

6.1. The registrar shall inform Nominet by means of written notice as promptly as reasonably possible upon becoming aware of a security breach which accidentally or unlawfully leads to the destruction, loss, modification, unauthorized disclosure or access to the Personal Data processed by the registrar.

7. Subcontracting and Subprocessing

7.1. The registrar may outsource all or part of the Personal Data Processing to subcontractors (including but not limited to resellers) provided the registrar and the subcontractor have concluded a written processing agreement which imposes obligations that correspond to those stipulated in this Data Processing Annex.

7.2. Nominet shall hereby give its consent for the outsourcing of the Personal Data Processing pursuant to Article 7.1.

8. Transfer of Personal Data to Third Countries

8.1. The registrar may transfer Personal Data to a recipient in a country outside the European Economic area (such a country being referred to as a Third Country), provided that:

8.1.1. The EU Commission has taken an adequacy decision concerning that Third Country in accordance with the applicable Data Protection Legislation;

8.1.2. The transfer falls within the scope of the EU-US Privacy Shield programme; or

8.1.3. The recipient has concluded an agreement with Nominet which contains model clauses approved by the EU Commission or by another competent governmental authority in accordance with the applicable Data Protection Legislation.

9. Audit

9.1. The registrar shall provide Nominet with all information it needs to verify that the registrar complies with its obligations under this Data Processing Annex. If Nominet so requests, the registrar shall allow Nominet or an inspector authorized by Nominet to conduct an audit at the registrar to ascertain that the latter complies with its obligations under this Data Processing Annex. Unless there has been a breach of this Data Processing Annex, or Nominet is required to respond to compliance action by the Information Commissioner's Office, any such audit shall be conducted no more frequently than once in any 12-month period.

9.2. The registrar shall inform Nominet immediately if, in its opinion, an instruction results in a violation of the Data Protection Legislation.

10. Assistance in handling requests from Data Subjects

10.1. The registrar shall cooperate with Nominet in:

10.1.1. The handling of requests from data subjects in exercising their rights; and

10.1.2. The performance of a data protection impact assessment in connection with the provision of the Services.

11. Term and Termination

11.1. This Data Processing Annex shall enter into force on 25 May 2018 and shall remain in force as long as the registrar provides services under the RRA.

12. Return/Destruction of Personal Data

12.1. Within 30 (thirty) days after the expiry or termination of this Data Processing Annex, the registrar shall:

12.1.1. According to the choice of Nominet:

(i) Return all personal data in the possession or under the control of the registrar as of the date of expiry or termination to Nominet, in a common electronic form at the time; or

(ii) Destroy or remove from the computer systems and files all personal data in the possession or under the control of the registrar as of the date of expiry or termination; and

12.1.2. Provide Nominet with a list of Personal Data that the registrar is legally required to keep after the termination or expiry of this Data Processing Annex.

Schedule 4

Counter Terrorism Internet Referral Unit (CTIRU)
Financial Conduct Authority (FCA)
National Crime Agency (NCA)
Metropolitan Police – Fraud and Linked Crime Online (FALCON)
Medicines and Healthcare Products Regulatory Agency (MHRA)
Trading Standards
National Fraud Intelligence Bureau (NFIB)
Police Intellectual Property Crime Unit (PIPCU)
Ministry of Defence Police
Department for Environment, Food and Rural Affairs (DEFRA) – Veterinary Medicines Directorate