



SEARCHABLE WHOIS TERMS OF USE

1. GRANT

- 1.1. You may use the Searchable WHOIS subject to these terms and conditions, including the Searchable WHOIS Acceptable Use Policy set out in Schedule 3.

2. LIMITS AND METHOD OF USE

- 2.1. In our Acceptable Use Policy we specify the limit for Searchable WHOIS queries.
- 2.2. We aim to notify you of any changes to the limit or Acceptable Use Policy in advance but this may not always be possible when dealing with urgent abuse.
- 2.3. You must not exceed your limit, but if despite this you do exceed your limit:
 - 2.3.1. we shall, in accordance with the Acceptable Use Policy, slow responses to queries and/or not answer queries; and
 - 2.3.2. if you exceed your limit on multiple occasions, or seriously exceed your limit on one or more occasions, we may suspend or cancel your ability to use Searchable WHOIS in accordance with clause 6.3.

3. PAYMENT

- 3.1. We will charge for the provision of this service in line with our Fee Schedule. Payment is due within 30 days of invoice.

4. USE OF SEARCHABLE WHOIS DATA

- 4.1. The Searchable WHOIS is designed for the purposes set out in the whitelist, but this is for guidance only. If there is conflict between the whitelist and the blacklist (including any extensions to it under the Acceptable Use Policy, below), the blacklist has priority.
- 4.2. You may use the Searchable WHOIS and the data from it provided that:
 - 4.2.1. you do not use the Searchable WHOIS or more than an insubstantial amount of data from it for any of the purposes or practices banned in the blacklist;
 - 4.2.2. you comply with these terms and conditions and the Acceptable Use Policy in force from time to time; and
 - 4.2.3. you comply with data protection law in force in the United Kingdom, and, providing that it does not conflict with United Kingdom data protection law, the data protection law of the state(s) in which you operate.

5. SERVICE LEVELS, PREVENTION OF ABUSE, ANTI-AVOIDANCE MEASURES

- 5.1. We will have, and update from time to time, an Acceptable Use Policy.
- 5.2. Upon request, you must confirm to us (providing evidence, where requested);

- 5.2.1. the purposes to which you are putting the service;
 - 5.2.2. the purposes to which you are putting the data derived from our database;
 - 5.2.3. the persons to whom you have disclosed any data derived from our database; and
 - 5.2.4. whether you are holding any data derived from our database.
- 5.3. You must comply with these terms and conditions and the Acceptable Use Policy. If you do not we may:
- 5.3.1. terminate your use of the Searchable WHOIS service under clause 7.3.1;
 - 5.3.2. (for abuse) immediately suspend your use of the Searchable WHOIS service until such time as we are satisfied that the abuse will not reoccur; and/or
 - 5.3.3. take such other reasonable action as is specified in the Acceptable Use Policy.
- 5.4. If we suspend your use of the Searchable WHOIS service under clause 5.3.2 we shall notify you as soon as possible and in any event within 1 working day of the suspension.
- 5.5. We do not guarantee that the Searchable WHOIS service will be available without interruption and we may suspend its operation without notice or liability to you, for technical, legal or anti-abuse reasons.
- 5.6. Despite clause 5.5, our aim is to keep the Searchable WHOIS service available and if it is withdrawn for an extended period we will endeavour to explain why and give a non-binding estimate of when it, or an alternative service, is likely to be provided.

6. THIRD PARTIES, END USERS AND AGENTS

- 6.1. You may not assign or subcontract any of your rights and obligations under these terms and conditions without our prior written consent.
- 6.2. 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. It is your duty to keep us updated on whom you wish us to accept instructions from.
- 6.3. If you are issued with or have an identifier (e.g. a password, personal information or code) for use with us or our systems you must keep it secret and safe because 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 for dealing with lost, revoked or compromised identifiers.
- 6.4. You may pass data obtained from the Searchable WHOIS to third parties (such as your customers) provided that, before doing so, they enter into a written agreement that contains at least the following terms:
 - 6.4.1. that they will comply with UK data protection law (and, if they are based outside the UK, their own local data protection legislation);
 - 6.4.2. that they will not export the data outside the European Economic Area;
 - 6.4.3. that they may not pass the data to any other person;

- 6.4.4. that they will not combine the data with any other data (e.g. that they will not incorporate the data in a database);
- 6.4.5. that they will comply with the blacklist and not use the data for the purposes prohibited by the blacklist;
- 6.4.6. that they will provide to us, on demand, any such evidence as we reasonably require that they have complied with their obligations; and
- 6.4.7. that any element of these terms and conditions with them relating to use or non-use of Searchable WHOIS derived data or covered by clauses 6.4.1 to 6.4.6 above is specifically stated as being enforceable by us under the Contracts (Rights of Third Parties) Act 1999, in addition to the rights the parties to the contract have against each other.

7. SUSPENSION, TERMINATION AND REVISION

- 7.1. These terms and conditions take effect from the date that we notify you that we have accepted your application to use the Searchable WHOIS and continue indefinitely unless terminated or suspended.
- 7.2. Either party may terminate the provision of the Searchable WHOIS service by notifying the other party not less than one month in advance.
- 7.3. (Without altering clause 5.3), either party may terminate or suspend the provision of the Searchable WHOIS service by notifying the other if the other:
 - 7.3.1. commits a material breach of any of these terms and conditions and (in the case of a breach which is capable of remedy) fails within 14 days after the other notifies them to remedy the breach and explain in writing the steps taken to remedy of the breach; or
 - 7.3.2. has a receiver or similar officer appointed over it or any part of its assets, or passes a resolution for winding up (except for the purpose of a genuine scheme of solvent amalgamation or reconstruction), or becomes insolvent, bankrupt or subject to an administration order, or enters into any voluntary arrangement with its or his/her creditors, or ceases or threatens to cease to carry on business.
- 7.4. Where either party (being a body corporate) has ceased to exist, or (being an individual) has died, the duty to notify under clause 7.3.2 is waived.
- 7.5. Any termination, suspension or expiry of the contract will not affect any accrued rights of action of either party, nor will it affect the coming into force or continuation in force of any provision of these terms and conditions which is expressly, or by implication, intended to come into or continue in force on or after termination or expiry.

8. ACCURACY, AND EXCLUSIONS OF LIABILITY

- 8.1. We are entitled to change the register, Searchable WHOIS or WHOIS records, at any time.
- 8.2. Nothing in these terms and conditions shall be taken to attempt to exclude liability for death or personal injury caused by negligence or for fraudulent misrepresentation.

- 8.3. Subject to clause 8.2;
- 8.3.1. all representations, and all warranties, whether express or implied by statute, law or otherwise, relating to the operation of the Searchable WHOIS and the data in it are excluded to the maximum extent permissible by law; and
 - 8.3.2. 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 the Searchable WHOIS or the information from it.
- 8.4. Subject to clause 8.2, we will in no event (whether in contract, tort or otherwise) be liable for;
- 8.4.1. any loss of revenue;
 - 8.4.2. loss of profits;
 - 8.4.3. loss of goodwill;
 - 8.4.4. loss of data; or
 - 8.4.5. indirect or consequential loss suffered by you or the end user arising out of your use of or our provision of the Searchable WHOIS.

9. INTELLECTUAL PROPERTY AND RELATIONSHIP OF THE PARTIES

- 9.1. Nothing in these terms and conditions, nor action taken by either party in accordance with them, creates or will be deemed to have created a partnership, association, joint venture or other co-operative entity between the parties. Neither party shall have any authority to bind the other in any way.
- 9.2. As a confirmatory assignment you assign to us all intellectual property rights you have in the register (if any).

10. GENERAL

- 10.1. If either party cannot perform any of its contractual obligations as a result of events beyond its reasonable control, then such party will not have to perform that obligation for the duration of the relevant event.
- 10.2. These terms and conditions form the entire agreement between us in relation to the provision of the Searchable WHOIS service, and supersedes all prior agreements, arrangements and understandings between us for Searchable WHOIS.
- 10.3. No forbearance or delay by you or us in enforcing any of the provisions of these terms and conditions will prejudice or restrict their rights, nor will any waiver of any right operate as a waiver of any subsequent breach.
- 10.4. Neither party may assign any of their rights or obligations arising from these terms and conditions.
- 10.5. We may make reasonable changes to these terms and conditions at any time. We will notify you at least 30 days before the changes take effect.

10.6. 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 judgement of an English Court, where the parties submit to the non-exclusive jurisdiction of the English Court.

SCHEDULE I – BLACKLIST

You may not use the Searchable WHOIS or any data derived from it in any way forbidden by these terms and conditions generally and/or for any of the following purposes:

- For advertising
- For marketing
- For any activity which forms part of future marketing or advertising activities including identifying future targets or their contact information for any such activity
- For making public comparisons of the domain registration habits of a registrar as against another registrar (but for clarity: it is permissible to highlight a registrar's registration habits if these constitute evidence of a pattern of abusive, illegal or bad faith registrations)
- For creating lists to assist in any way the dissemination of mass communications (e.g. spam) of any type
- For any purpose which is prohibited under the Acceptable Use Policy
- For any activity which gives the impression that someone other than us holds the register or is the .uk registry
- For any activity where someone impersonates us or any of our staff
- To copy all or a substantial part of the register or subsidiary database
- For statistical purposes, except non-commercial academic research
- In any way which breaches UK data protection law (e.g. the Data Protection Act 1998) or which would cause or permit us to be in breach of data protection law
- As an authoritative source of information as to the exact time as which a domain becomes free for registration.
- To be linked with the information derived from other Searchable WHOIS subscriptions (whether yours or another persons) in any way which aggregates the information obtained

Also you may not:

- Aid, abet, counsel, procure, assist, permit or collaborate with another to do anything prohibited in the acceptable use policy or this blacklist
- Pass any data derived from the Searchable WHOIS to any third party, unless you comply with clause 7.4
- Resell the data derived from the Searchable WHOIS except to the extent that if you are providing a service to a third party whereby they want their names, trademarks (whether registered or unregistered) or similar rights supervised or protected, and you are providing them with a list of domains and other information specifically related to that you may sell that list to them.

- Use the information to obtain addresses to offer to buy names.

SCHEDULE 2 – WHITELIST

The Searchable WHOIS is designed to assist in the following activities and we think it is unlikely that these will have to be blacklisted in future:

- To assist in the establishing or defending of intellectual property rights and other similar matters
- To assist in the maintenance of your existing domain name portfolios
- To assist in gathering information for cases under the Dispute Resolution Service (.uk disputes), Uniform Dispute Resolution Service (.com and gTLD disputes) or other similar system.
- To assist in academic research
- Detecting, preventing, investigating, prosecuting criminal offences and possible offences
- Detecting, investigating and preventing use of false identities (e.g. fake universities, impersonation of police forces etc.)
- Governmental functions and administration of justice
- To spot patterns of domain registration associated with spam or other antisocial internet behaviour

SCHEDULE 3 – ACCEPTABLE USE POLICY

The Searchable WHOIS allows subscribers to perform advanced searches of the domain name register by registrant or domain name.

- Searches are constrained to include at least 3 characters
- Searches are limited to 21,000 results per week

Real-time monitoring alerts staff to unusual activity levels and a Searchable WHOIS summary activity report is automatically produced at the end of each 24-hour period and monitored by a member of the support team.