

# V2.0 - NOMINET REGISTRY-REGISTRAR BASE AGREEMENT

**Agreement effective from the 9<sup>th</sup> of February 2027**

**Version: V 2.0 - 2026-03**

## **Parties**

This Nominet Registry-Registrar Base Agreement (**Agreement**) is made and entered into by and between:

- (1) **Nominet UK**, a company incorporated in England and Wales (number 3203859) whose registered office is Minerva House, Edmund Halley Road, Oxford Science Park, Oxford OX4 4DQ (**Nominet**); and
  - (2) the registrar that has accepted the terms of the RRA (**Registrar**),
- each a **Party** and collectively the **Parties**.

## **Agreement**

### **1. Definitions**

1.1. In this Agreement the following terms have the meanings set out below:

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| <b>Account</b>                  | An account that enables Registrars to access the Shared Registry System.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Confidential Information</b> | All information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by a party ( <b>Disclosing Party</b> ) to the other party ( <b>Receiving Party</b> ) under the RRA that is marked or otherwise identified as confidential or should reasonably be considered confidential due to the nature of the information or materials or the circumstances of their disclosure. |
| <b>Contact</b>                  | Any person (natural or corporate) recorded in the Registry in association with a Domain, including the Registrant and administrative contact.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Credentials</b>              | A set of authentication information such as a username and a password and other types of identification used to gain authorised access to the Shared Registry System.                                                                                                                                                                                                                                                                                                                                                                                                                      |

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <b>Data Protection Legislation</b>  | All laws relating to the protection of Personal Data that are applicable to the processing of Personal Data in connection with the operation of the Registries, including, but not limited to, the Data Protection Act 2018 and the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).                                                                      |
| <b>DNS</b>                          | The internet domain name system.                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>DNS Abuse</b>                    | Malware, botnets, phishing, pharming and spam (when spam serves as a delivery mechanism for the other forms of DNS abuse), as those terms are defined in Section 2.1 of SAC115 ( <a href="https://itp.cdn.icann.org/en/files/security-and-stability-advisory-committee-ssac-reports/sac-115-en.pdf">https://itp.cdn.icann.org/en/files/security-and-stability-advisory-committee-ssac-reports/sac-115-en.pdf</a> ). |
| <b>Domain</b>                       | A string registered within the Registry, which forms a part of an electronic address on the Internet and serves as a unique and specific identifier.                                                                                                                                                                                                                                                                |
| <b>Effective Date</b>               | The effective date of the RRA as set out in the RRA.                                                                                                                                                                                                                                                                                                                                                                |
| <b>Fees</b>                         | The fees payable to Nominet by Registrar, as described in clause 4.                                                                                                                                                                                                                                                                                                                                                 |
| <b>Illegal Activity</b>             | Conduct involving use of a Domain sponsored by Registrar that is prohibited by applicable law and/or exploitation of Registrar's domain name resolution or registration services in furtherance of conduct involving the use of a Domain sponsored by Registrar that is prohibited by applicable law.                                                                                                               |
| <b>Intellectual Property Rights</b> | 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.                                                                              |
| <b>Operation</b>                    | <p>Any communication between Registrar and Nominet (or a Registrant and Nominet) entered into with the intention of:</p> <ul style="list-style-type: none"><li>• providing information to Nominet;</li><li>• obtaining a response from Nominet; or</li><li>• entering into a contract (either for Registrar or a Registrant) with Nominet.</li></ul>                                                                |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| <b>Personal Data</b>          | Information that can be used to identify a natural person, as defined in the Data Protection Legislation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Privacy Notice</b>         | The public notice explaining Nominet's processing of Personal Data made available on Nominet's website at <a href="#">Privacy Notice - Nominet</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Registrant</b>             | The person (natural or corporate) who has the right to use a Domain and who is recorded in the Registry as the registrant of a Domain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Registrar Services</b>     | The services usually provided by a registrar, or on a registrar's behalf, to a Registrant in relation to the registration of a Domain, including without limitation collecting Registration Data and submitting that information to Nominet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Registration Agreement</b> | An agreement between Registrar and a Registrant for the provision of Registrar Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Registration Data</b>      | <p>Details about Domains that are recorded in the Registry, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Contact role: Registrant, Administrative, Technical or Billing</li> <li>• Contact details: <ul style="list-style-type: none"> <li>○ full name (or role if applicable)</li> <li>○ organisation name (if applicable)</li> <li>○ postal address</li> <li>○ email address</li> <li>○ telephone number</li> <li>○ fax number</li> </ul> </li> <li>• record of whether Contact has given consent to the publishing of its name and address</li> <li>• Domain configuration data</li> <li>• name and contact details of the Registrar that sponsors the Domain</li> <li>• any other information that Nominet is required to collect pursuant to applicable law.</li> </ul> |
| <b>Registry</b>               | The authoritative, centralised database maintained by Nominet containing the comprehensive record of all Domains registered within a top-level-domain, including associated contact and technical information which is essential for the resolution of Domains within the internet DNS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Registry Functions</b>     | <p>Functions performed by Nominet that are core to the following tasks:</p> <ul style="list-style-type: none"> <li>• the receipt, management or publication of Registration Data;</li> <li>• provision to registrars of status information relating to the zone servers for the DNS zone;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

- dissemination of DNS zone files; and
- operation of the Registry DNS servers.

**Registry Policies**

The policies that are applicable to Registrar's activities in respect of a particular Registry, as referenced in the relevant RRA and which Nominet publishes on its website from time to time.

**RRA**

The Registry-Registrar Agreement between Nominet and Registrar in respect of a particular Registry, comprised of this Agreement and other documents referenced in that agreement.

**Shared Registry System**

The system operated by Nominet for Domains in the Registry whereby Registrar may create, renew and otherwise administer Domains it sponsors on behalf of Registrants, including any updates and redesigns thereof.

**System Instructions**

Instructions on the proper use of the Shared Registry System, which Nominet publishes on its website from time to time.

**Term**

The term of the RRA, as defined in clause 9.1.

**Working Hours**

8:00 – 18:00 on any weekday that is not a bank holiday in England.

1.2. References to “clause” or “clauses” are to clauses within this Agreement.

**2. Nominet's obligations**

- 2.1. Access to Shared Registry System. Throughout the Term, Nominet shall operate the Shared Registry System and provide Registrar with access to the Shared Registry System to transmit Registration Data to the Registry.
- 2.2. Maintenance of registrations sponsored by Registrar. Nominet shall maintain the registrations of Domains sponsored by Registrar in the Registry during the term for which Registrar has paid the Fees.
- 2.3. Licence. Nominet grants Registrar a non-exclusive, non-transferable, worldwide, limited licence during the Term to use the Shared Registry System in accordance with the System Instructions and Registry Policies solely for the purposes of providing Registrar Services and complying with its obligations under the RRA and for no other purpose.
- 2.4. Changes to Shared Registry System. Nominet may from time to time upon reasonable notice replace or make modifications to the Shared Registry System or other materials licenced under the RRA that will modify, revise or augment the features of the Shared Registry System.
- 2.5. Support. Nominet shall provide Registrar with reasonable support in accordance with the support details provided on Nominet's website from time to time to address issues arising in connection with Registrar's use of the Shared Registry System.
- 2.6. Handling of Personal Data. Each Party shall comply with its obligations under the Data Protection Legislation and the RRA in respect of its processing of Personal Data in connection with the RRA. Registrar may refer Registrants and other individuals whose Personal Data are included in Registration Data to Nominet's Privacy Notice, which describes Nominet's processing of Personal Data in connection with its operation of the Registries.

### 3. Registrar's obligations

- 3.1. Registry Policies and System Instructions. Registrar shall comply fully with all applicable Registry Policies and System Instructions and shall on Nominet's request supply evidence of its compliance with the Registry Policies and System Instructions.
- 3.2. Responsibility for customer support. Registrar shall provide: (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Domains; (ii) customer service (including Domain record support); (iii) billing support; (iv) technical support to Registrants; and (v) to Registrants emergency contact information for critical situations such as Domain hijacking.
- 3.3. Representations. Registrar shall not misrepresent its relationship with Nominet to Registrants or the public or otherwise mislead them.
- 3.4. Registration Agreements. Registrar shall have in effect a Registration Agreement with the Registrant at all times during the term of the registration of the Registrant's Domain. Registrar shall include in its Registration Agreement the terms required by this Agreement and other terms that are consistent with Registrar's obligations to Nominet under the RRA.
- 3.5. Indemnification required of Registrants. For Registries in respect of which Nominet does not have a direct contractual relationship with the Registrant the Registrar shall, in its Registration Agreement with each Registrant, require the Registrant to indemnify, defend and hold harmless Nominet and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registrant's Domain registration. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiry of the Registration Agreement.
- 3.6. Registration Agreement terms. Registrar shall include in its Registration Agreement with each Registrant the terms set out in clause 3.7 and an obligation for the Registrant to comply with all applicable Registry Policies. If there is a discrepancy between the terms required by this Agreement and the terms of the Registration Agreement, the terms of this Agreement shall supersede those of the Registration Agreement.
- 3.7. Additional requirements for Registration Agreements. Each Registration Agreement shall require the Registrant to:
  - 3.7.1. submit to proceedings commenced under any dispute resolution procedures, including, without limitation, the obligation to handle payments for renewals or restoration by the complainant in any proceeding in cases where the complainant prevails;
  - 3.7.2. provide accurate and correct Registration Data for the Domain, and immediately correct and update the Registration Data for the Domain during the registration term for the Domain;
  - 3.7.3. acknowledge and agree that Nominet reserves the right to deny, cancel or transfer any registration or Operation, or place any Domain(s) on registry lock, hold or similar status, that it deems necessary, in its discretion, to: (i) protect the integrity and stability of the Registry; (ii) comply with any applicable laws, government rules or requirements, requests of law enforcement agencies, or any dispute resolution process; (iii) to avoid any liability, on the part of Nominet, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) pursuant to the terms of the Registration Agreement; or (v) to correct mistakes made by Nominet or any registrar in connection with a Domain registration. Nominet may also place a Domain upon registry lock, hold or similar status during resolution of a dispute;

- 3.7.4. acknowledge and agree that Registrants are prohibited from using Domains in connection with distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law (**Prohibited Activity**), and that any Prohibited Activity may result in Nominet imposing remedial measures including, but not limited to, the denial, cancellation or transfer of any registration or Operation, the placement of one or more registry lock functions on any Domain and the suspension of the Domain; and
  - 3.7.5. not use the Domain for any unlawful purpose.
- 3.8. DNS Abuse contact and duty to investigate reports of DNS Abuse. Registrar shall:
- 3.8.1. maintain a DNS Abuse contact to receive reports of DNS Abuse involving Domains sponsored by Registrar, including reports of DNS Abuse and Illegal Activity (**Reports**). Registrar shall publish an email address or webform to receive such Reports on, or conspicuously and readily accessible from, the home page of Registrar's website (or in another standardised place that may be designated by Nominet from time to time). Upon receipt of such Reports, Registrar shall provide the reporter with confirmation that it has received the Report. Registrar shall take reasonable and prompt steps to investigate and respond appropriately to any Reports of abuse;
  - 3.8.2. when Registrar has actionable evidence that a Domain sponsored by Registrar is being used for DNS Abuse, Registrar must promptly take the appropriate mitigation action(s) that are reasonably necessary to stop, or otherwise disrupt, the Domain from being used for DNS Abuse. Action(s) may vary depending on the circumstances, taking into account the cause and severity of the harm from the DNS Abuse and the possibility of associated collateral damage;
  - 3.8.3. establish and maintain a dedicated DNS Abuse point of contact, including a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week, to receive Reports of Illegal Activity by law enforcement, consumer protection, quasi-governmental or other similar authorities designated from time to time by the national or territorial government of the jurisdiction in which Registrar is established or maintains a physical office. Well-founded Reports of Illegal Activity submitted to these contacts must be reviewed within 24 hours by an individual who is empowered by Registrar to take necessary and appropriate actions in response to the Report. In responding to any such Reports, Registrar will not be required to take any action in contravention of applicable law;
  - 3.8.4. publish on its website a description of its procedures for the receipt, handling, and tracking of abuse Reports; and
  - 3.8.5. document its receipt of and response to all Reports and maintain the records related to Reports for the shorter of two (2) years or the longest period permitted by applicable law, and during such period, shall provide such records to Nominet upon reasonable notice.
- 3.9. Data submission requirements. Registrar shall:
- 3.9.1. submit complete Registration Data as required by the System Instructions;
  - 3.9.2. exercise due care and attention in the collection and submission of Registration Data to Nominet; and
  - 3.9.3. submit any corrections or updates from a Registrant relating to Registration Data for a Domain to Nominet in a timely manner.

### 3.10. Security. Registrar shall:

- 3.10.1. develop and implement all necessary technology and restrictions to ensure that its connection to the Shared Registry System is secure and that all data exchanged between Registrar's system and the Shared Registry System shall be protected to avoid unintended disclosure of information;
- 3.10.2. implement appropriate measures to prevent its access to the Shared Registry System from being used to: (i) allow, enable, or otherwise support the transmission by e-mail, telephone or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the Shared Registry System, except as reasonably necessary to register Domains or modify existing registrations;
- 3.10.3. implement other reasonable security provisions required by Nominet to ensure that the Shared Registry System is secure and stable;
- 3.10.4. comply with any technical security requirements set out in the System Instructions;
- 3.10.5. disclose its Credentials only to its employees on a need to know basis; and
- 3.10.6. notify Nominet within four (4) hours of becoming aware that its Credentials have been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.

3.11. Resolution of technical problems. Registrar shall engage suitable employees, contractors or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Shared Registry System in conjunction with Registrar's systems. In the event of significant degradation of the Shared Registry System or other emergency, Nominet may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Shared Registry System. Except in the case of an emergency, Nominet will provide advance notice via email and phone call to Registrar's technical contact of any temporary suspension or restriction.

3.12. Time of registration. In the event of any dispute concerning the time of the entry of a Domain registration into the Registry, the time shown in the Registry records shall be definitive.

3.13. Transfer of registration sponsorship. Registrar shall implement transfers of Domain registrations from another registrar to Registrar and vice versa pursuant to the applicable Registry Inter-Registrar Transfer Policy.

3.14. Restrictions on Domains. Registrar shall comply with the Registry Policies and applicable laws limiting the Domains that may be registered.

3.15. Resellers. Registrar must comply with the terms of the RRA, even where it deals with Registrants indirectly including via a reseller. Registrar shall be responsible for any breaches of the RRA as a result of the acts or omissions of any resellers.

## 4. Fees

4.1. Amount of Fees. Registrar shall pay Nominet the fees published on Nominet's website for registrations and Operations carried out pursuant to the RRA (**Fees**).

4.2. Payment of Fees. Nominet shall invoice Registrar on a monthly basis and Registrar shall pay the Fees within 30 days of the invoice date.

4.3. Non-payment of Fees. In the event of non-payment of Fees by their due date Nominet may do any or all of the following:

- 4.3.1. stop accepting new initial or renewal registrations, or registrations associated with a change of sponsorship, from Registrar;
  - 4.3.2. delete any Domains from the Registry associated with any negative credit balance incurred or unpaid invoices;
  - 4.3.3. give written notice of termination of the RRA pursuant to clause 9.2.1; and
  - 4.3.4. charge interest accruing on a daily basis on the outstanding balance at the rate of 4% above the Bank of England base rate from time to time.
- 4.4. Taxes. All Fees due under the RRA are exclusive of tax. Registrar shall pay all taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on Nominet's net income) that apply to the Fees (**Taxes**). Registrar shall make all payments due to Nominet under the RRA without any deduction or withholding on account of any Tax except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Nominet receives and retains (free from any liability) a net sum equal to the sum it would have received but for such deduction or withholding being required.

## 5. Confidentiality

5.1. Use of Confidential Information. The Receiving Party shall:

- 5.1.1. treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, the Disclosing Party's Confidential Information, including implementing appropriate technical and organisational security measures and operating procedures;
- 5.1.2. use the Disclosing Party's Confidential Information solely for the purpose of exercising its rights or performing its obligations under the RRA and for no other purposes;
- 5.1.3. not disclose the Disclosing Party's Confidential Information to any person except to such of its officers, employees, contractors and agents that have a demonstrable need to know such Confidential Information and are bound by confidentiality obligations in respect of such Confidential Information that are no less onerous than those contained in this clause 5;
- 5.1.4. not modify or remove any confidentiality legends and/or notices appearing on any of the Disclosing Party's Confidential Information; and
- 5.1.5. not prepare any derivative works based on the Confidential Information.

5.2. Clause 5.1 imposes no obligation on the Parties with respect to information that:

- 5.2.1. is disclosed to the Receiving Party in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure;
- 5.2.2. has entered the public domain through no fault of the Receiving Party;
- 5.2.3. is known by the Receiving Party prior to the time of disclosure;
- 5.2.4. is independently developed by the Receiving Party without use of the Confidential Information;
- 5.2.5. is made generally available by the Disclosing Party without restriction on disclosure; or
- 5.2.6. is required to be disclosed by law, regulation or court order, provided that to the extent it is legally able to do so, the Receiving Party shall: (i) promptly

notify the Disclosing Party in writing prior to making any such disclosure in order to facilitate the Disclosing Party seeking a protective order or other appropriate remedy from the proper authority at the Disclosing Party's expense; (ii) cooperate with the Disclosing Party in seeking such order or other remedy; and (iii) if the Disclosing Party is not successful in preventing the requesting legal body from requiring the disclosure of Confidential Information, disclose only the portion of the Confidential Information that is legally required.

5.3. The confidentiality provisions of this clause 5 shall continue in force after the expiry or termination of the RRA.

## 6. Intellectual property

6.1. Neither Party obtains any rights or interests in or to the other Party's Intellectual Property Rights under the RRA.

6.2. All Intellectual Property Rights in the Registry and the Shared Registry System are owned by Nominet. Registrar may not use the Shared Registry System except in accordance with the licence granted under clause 2.3. As a confirmatory assignment, Registrar assigns to Nominet any Intellectual Property Rights it may have in the Registry.

6.3. Nominet acknowledges that Registrar may have Intellectual Property Rights in the data it holds regarding its customers, and that Registrar's right to use that data is not restricted by the terms of clause 6.2.

## 7. Indemnities and limitation of liability

7.1. Registrar's indemnity. Registrar shall, at its own expense and within thirty (30) days of Nominet's presentation of a demand under this clause 7.1, indemnify Nominet against any claim, suit, action or other proceeding brought against Nominet based on or arising from any claim or alleged claim relating to:

7.1.1. the Registrar Services or any of Registrar's other products or services;

7.1.2. any of Registrar's policies or agreements with any Registrant or registrar; or

7.1.3. Registrar's Domain registration business, including, but not limited to, Registrar's advertising, Domain application process, systems and other processes, fees charged, billing practices and customer service,

(a **Registrar Indemnity Claim**), except to the extent that the Registrar Indemnity Claim arises from actions taken by Registrar in order to comply with the RRA or any instruction given, or enforcement action taken, by Nominet pursuant to the RRA.

Nominet shall provide Registrar with prompt notice of any Registrar Indemnity Claim, and upon Registrar's written request, Nominet shall provide to Registrar all available information and assistance reasonably necessary for Registrar to defend the Registrar Indemnity Claim, provided that Registrar reimburses Nominet for Nominet's actual and reasonable costs incurred in connection with providing such information and assistance. Registrar shall not enter into any settlement or compromise of the Registrar Indemnity Claim without Nominet's prior written consent, which shall not be unreasonably withheld. Registrar shall pay any and all costs, damages and expenses, including, but not limited to, reasonable legal fees and costs awarded against or otherwise incurred by Nominet in connection with or arising from any Registrar Indemnity Claim.

7.2. Nominet's indemnity. Nominet shall indemnify Registrar against any claim, suit, action or other proceeding brought against Registrar based on, arising from or related to a claim that the Shared Registry System infringes any third party Intellectual Property Rights (a **Nominet Indemnity Claim**), subject to Registrar:

- 7.2.1. providing Nominet with prompt notice of any Nominet Indemnity Claim; and
- 7.2.2. on Nominet's written request, providing to Nominet all available information and assistance reasonably necessary for Nominet to defend the Nominet Indemnity Claim, provided that Nominet reimburses Registrar for its actual and reasonable costs incurred in connection with providing such information and assistance.

Nominet shall not enter into any settlement or compromise of any Nominet Indemnity Claim without Registrar's prior written consent, which shall not be unreasonably withheld. Nominet shall pay any and all costs, damages and expenses, including, but not limited to reasonable legal fees and costs awarded against or otherwise incurred by Registrar in connection with or arising from any Nominet Indemnity Claim.

7.3. Representation and warranty. Each Party represents and warrants that:

- 7.3.1. if it is a corporation, it is duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation;
- 7.3.2. it has all requisite power and authority to execute, deliver and perform its obligations under the RRA;
- 7.3.3. the execution, performance and delivery of the RRA has been duly authorised; and
- 7.3.4. no further approval, authorisation or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under the RRA.

7.4. Limitation of liability. Neither Party shall be liable under the RRA for any special, indirect, incidental, punitive, exemplary or consequential damages, loss of profits or business interruption. The aggregate liability of each Party under the RRA shall not exceed the lesser of: (i) the amount of Fees paid in the 12 months preceding the event that gave rise to the liability; or (ii) GBP10,000 (ten thousand pounds sterling).

7.5. Disclaimer of warranties. The Shared Registry System and all other items provided by Nominet under the RRA are provided "as-is" and without any warranty of any kind. Nominet expressly disclaims all warranties and conditions, express or implied, including but not limited to implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of third-party Intellectual Property Rights. Nominet does not warrant that the functions contained in any code it provides to registrars to interact with the Shared Registry System (**Supplied Code**) will meet Registrar's requirements, that the operation of the Supplied Code will be uninterrupted or error-free or that defects in the Supplied Code will be corrected. Furthermore, Nominet does not warrant or make any representations regarding the use or results of the Supplied Code or related documentation in terms of their correctness, accuracy, reliability or otherwise. Should the Supplied Code prove defective, Registrar assumes the entire costs of all necessary servicing, repair or correction of Registrar's own systems and software.

7.6. Nominet's rights. Nominet may deny, cancel or transfer any registration or Operation, or place any Domain(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- 7.6.1. to protect the integrity and stability of the Registry;
- 7.6.2. to comply with any applicable laws, government rules or requirements, requests of law enforcement agencies or any dispute resolution process;
- 7.6.3. to avoid any liability on the part of Nominet, its affiliates, subsidiaries, officers, directors and employees;

- 7.6.4. as a result of a breach of the RRA by Registrar; or
  - 7.6.5. to correct mistakes made by Nominet or any registrar in connection with a Domain registration.
- 7.7. Nominet may also place a Domain on registry hold, registry lock, or similar status during resolution of a dispute.

## 8. Dispute resolution

- 8.1. Disputes arising under or in connection with the RRA, including requests for specific performance, shall be resolved initially through negotiation between the Parties. If the dispute cannot be resolved through such negotiation, either Party may refer the dispute to an independent adjudicator appointed by the Centre for Effective Dispute Resolution (CEDR) under the CEDR Rules for Commercial Adjudication (or any replacement of it). Any costs of the adjudication, including any CEDR administration fee, will be split equally between the Parties, unless otherwise directed by the appointed adjudicator.
- 8.2. While a dispute referred to an adjudicator under clause 8.1 is being considered the Parties shall continue as if the RRA is still in full force and effect. Nominet may, however, impose reasonable restrictions on Registrar's ability to use the Shared Registry System while the dispute is being considered by the appointed adjudicator if Nominet has initiated the dispute due to a breach of the RRA by Registrar and provided those restrictions are reasonably relevant to the dispute. Those restrictions may include, but are not limited to:
- 8.2.1. degrading the responsiveness of any Registry Functions;
  - 8.2.2. reducing any look-up thresholds or access to any Registry Functions; and/or
  - 8.2.3. removing Registrar's ability to register new Domains.
- 8.3. No action taken by either Party or by any adjudicator considering a dispute under clause 8.1 shall affect either Party's legal rights, act as a block to any right or claim or act as an admission of anything, but while the RRA continues to operate in accordance with clause 8.2, both sides are bound by the RRA for that period (even if the decision is that the RRA is ended or should be ended).

## 9. Term and termination

- 9.1. Term of the RRA. The RRA shall commence on the Effective Date and continue for a period of 12 months then automatically extend for successive 12 month periods on each anniversary of the Effective Date unless terminated by either Party in accordance with the terms of the RRA (the **Term**).
- 9.2. Termination. Either Party may terminate the RRA:
- 9.2.1. if the other Party materially breaches the RRA and, if remediable, does not remedy the breach within thirty (30) days of receiving written notice of the breach from the non-breaching Party, by giving written notice to the other Party to terminate the RRA with effect from the date specified in the notice of termination;
  - 9.2.2. at any time by giving the other Party no less than thirty (30) days' written notice of termination; or
  - 9.2.3. if the other Party: (i) is declared insolvent or bankrupt; (ii) is subject to any insolvency-related proceedings; (iii) seeks any assignment for the benefit of its creditors; (iv) seeks the appointment of a receiver, liquidator or trustee of its property or assets; or (v) is liquidated, dissolved or wound up.

9.3. Effect of termination. On expiry or termination of the RRA for any reason:

9.3.1. Nominet will complete the registration of all Domains processed by Registrar prior to the effective date of expiry or termination, provided that Registrar has paid all Fees that are due;

9.3.2. Registrar shall immediately transfer its sponsorship of Domains to another Nominet-accredited registrar in compliance with any procedures established or approved by Nominet;

9.3.3. each Party shall immediately delete or destroy any Confidential Information of the Disclosing Party in its possession;

9.3.4. Nominet may contact any and all Registrants of Domains sponsored by Registrar to facilitate the orderly and stable transition of Registrants to other Nominet-accredited registrars; and

9.3.5. Registrar shall immediately pay any outstanding Fees.

9.4. Survival. On expiry or termination of the RRA, the following clauses of this Agreement shall survive: 3.5, 4.2, 4.4, 5, 7, 9.4, 9.5 and 10.10.

9.5. No liability for termination. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating the RRA in accordance with its terms.

## 10. Miscellaneous

10.1. Assignments.

10.1.1. Assignment to successor Registry operator. Nominet may assign the RRA to a subsequent operator of the Registry by giving Registrar written notice within sixty (60) days of the assignment, provided that the subsequent Registry operator assumes Nominet's obligations under the RRA.

10.1.2. Other assignments. Except as described in clause 10.1.1, neither Party may assign or transfer its rights or obligations under the RRA without the other Party's prior written consent, which shall not be unreasonably withheld.

10.2. Notices. Any notice or other communication required or permitted to be delivered to a Party under the RRA must be in writing and sent to the other Party by courier, recorded mail or email using the following contact details:

For Nominet: Legal Team at Minerva House, Edmund Halley Road, Oxford Science Park, Oxford, OX4 4DQ or [legal@nominet.uk](mailto:legal@nominet.uk)

For Registrar: Registrar's contact details as recorded in its Account.

Notices shall be deemed delivered at the time of delivery if delivered by courier, at the recorded time of delivery if delivered by recorded mail and at the time of sending if delivered by email, provided that if the notice is delivered outside Working Hours, the notice shall be deemed delivered when Working Hours next begin.

10.3. Third-party rights. No person that is not a party to the RRA shall have any rights under the RRA pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.4. Relationship of the Parties. Nothing in the RRA shall be construed as creating an employment or agency relationship, partnership or joint venture between the Parties.

10.5. Force majeure. Neither Party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "**Force Majeure Event**"). If a Party's performance of the RRA is prevented or delayed by a Force Majeure Event, that Party shall be excused from performance of its obligations (other than payment obligations) for the duration of the Force Majeure Event, provided that it uses best

efforts to remedy or mitigate the Force Majeure Event as soon as possible. The Party not affected by the Force Majeure Event may terminate the RRA with immediate effect by giving written notice to the affected Party if the Force Majeure Event continues for more than six (6) months.

10.6. Variations. Nominet may vary the RRA at any time by giving at least 30 days' written notice of the variation to Registrar, provided that Registrar may terminate the RRA by giving written notice to Nominet within 30 days of Nominet's notice of variation. If Nominet does not receive notice of termination from Registrar, Registrar shall be deemed to have agreed to the variation. No other variation of the RRA shall be effective unless agreed in writing and signed by both Parties.

10.7. Waivers. No failure or delay by either Party to exercise any power, right, privilege or remedy under the RRA shall operate as a waiver of that power, right, privilege or remedy; and no single or partial exercise or waiver of any power, right, privilege or remedy shall preclude any other or further exercise of that or any other power, right, privilege or remedy. Neither Party shall be deemed to have waived any claim, power, right, privilege or remedy under the RRA, unless the waiver is expressly set out in writing and signed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.8. Entire agreement. The RRA constitutes the entire agreement between the Parties regarding the subject matter of the RRA and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, regarding the subject matter of the RRA.

10.9. Severance. If any provision or part-provision of the RRA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 10.9 shall not affect the validity and enforceability of the rest of the RRA.

10.10. Governing law and jurisdiction. The RRA shall be governed by English law and subject to the exclusive jurisdiction of the English courts, except that proceedings for enforcement of English court judgments shall be subject to the non-exclusive jurisdiction of the English courts.