



.uk

The information on this page applies to the registration of the top level domain .UK

I. Services

Cocoa Village Publishing is an authorized reseller of domain registration for TUCOWS/OPENSRS and may provide consultation for you to register a domain name with other registrars providing that the registrar has adequately documented procedures.

II. Terms and Conditions

A. Acceptable Use Policy. An acceptable use policy is part of these terms and conditions of hosting any information associated with the domain name. This is necessary because of the proliferation of abusive electronic mail and practices generated by a minority of the Internet users can interrupt services. The acceptable use policy is posted on our web site.

B. Compliance with Laws. Customer agrees to abide by, and comply with, all Federal, State and local laws. Cocoa Village Publishing, Inc. is not responsible for the content of the Customer's information, and reserves the right to terminate this contract if the Customer's actions or information content is questioned by Federal, State or local laws.

C. Mail Abuse Protection. Cocoa Village Publishing, Inc. reserves the right to use mail abuse protection system to protect our customers.

D. Severability. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

E. Entire Agreement. This contract represents the entire agreement between the two parties concerning the express subject matter hereof. No addition, alteration or moderation hereto and no waiver of any provision hereof shall be valid unless made in writing and executed by both parties. The headings of the paragraphs herein are for convenience only and shall not be used to limit or construe the content thereof. All of the terms, covenants, warranties and representations contained herein shall be binding upon both parties, their heirs and successors.

F. Registration Agreement

Note that registrars may provide registration agreements that the customer is responsible to understand and agree when participating in domain registration with the registrar. The following agreement information applies to the reseller service by Cocoa Village Publishing on behalf of the registrar known as TUCOWS.

Hereafter Cocoa Village Publishing may be referred to as "RSP" which stands for Registration Service Provider

UK Registration Agreement



In order that a party may hold a valid .co uk or .org uk domain name registration, TUCOWS, requires that all registrants adhere to certain terms and conditions. As an organisation or individual applying to register, transfer or renew an .uk domain name via the agency of [insert RSPname] and/or TUCOWS you accordingly agree as follows:

1. AGREEMENT. In this Registration Agreement ("Agreement") , "we", "us" and "our" refer to TUCOWS Inc. and "Services" refers to the domain name registration, transfer or renewal services provided by us as offered through Cocoa Village Publishing, the Registration Service Provider ("RSP"). NOMINET UK shall refer to the entity granted the exclusive right to administer the registry for .uk domain name registrations.

2. SELECTION OF A DOMAIN NAME. You represent that, to the best of the your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the domain name is not being registered for any unlawful purpose.

3. FEES. As consideration for the Services you have selected, you agree to pay to us, or your respective RSP who remits payment to us on your behalf, the applicable fees. All fees payable hereunder are non-refundable. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You, by completing and submitting this Agreement represent that the statements in your application are true.

4. TERM. You agree that this Agreement will remain in full force during the term of your domain name registration as selected, recorded, and paid for upon registration of the domain name. Should you choose to renew the term of your domain name registration, then the term of this Agreement will be extended accordingly. Should you transfer your domain name or should the domain name otherwise be transferred to another Registrar, the terms and conditions of this contract shall cease and shall be replaced by the contractual terms in force between domain name registrants and the new Registrar.

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

6. MODIFICATIONS TO YOUR ACCOUNT. In order to change any of your account information with us, you must use your account identifier and password that you selected when you opened your account with us. Please safeguard your account



identifier and password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your account identifier or password.

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

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

9. NOMINET UKPOLICY. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any NOMINET UK-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an NOMINET UK-adopted policy, (1) to correct mistakes by a registrar or the registry in registering the name or (2) for the resolution of disputes concerning the domain name.

10. AGENCY. Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name registrant of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name. You also represent that you have provided notice of the terms and conditions in this Agreement to the third party and that the third party agrees to the terms of Disclosure and Use of Registration Information (sections 18 and 19 of this Agreement).

11. ANNOUNCEMENTS. We and the RSP reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

12. LIMITATION OF LIABILITY. You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits)



regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

13. INDEMNITY. You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, from claims by third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name.

14. TRANSFER OF OWNERSHIP. Any transfer of ownership in and to a domain name registration shall be affected in accordance with NOMINET UK policies and procedures.

15. BREACH. You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other, breach by you.

16. NO GUARANTY. You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to either the registration, reservation, or use of the domain name.

17. DISCLAIMER OF WARRANTIES. You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

18. INFORMATION. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: (i) Your name and postal address (or, if different, that of the domain name holder); (ii) The domain name being registered; (iii) The name, postal address, e-mail



address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name; (iv) The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name. Any voluntary information we request is collected such that we can continue to improve the products and services offered to you through your RSP.

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

20. **REVOCAION.** Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or your failure to respond for over fifteen calendar days to inquiries by us concerning the accuracy of contact details associated with the your registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration.

21. **RIGHT OF REFUSAL.** We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Services within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other Services, or we delete your domain name or other Services within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other Services.

22. **SEVERABILITY.** You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

23. **NON-AGENCY.** Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

24. **NON-WAIVER.** Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.



25. NOTICES. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. In the case of e-mail notification to us or to the RSP to lhutz@tucows.com or [Insert E-mail Address for RSP] or, in the case of notice to you, at the e-mail address provided by you in your WHOIS record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 5 business days after the date of mailing and, in the case of notification to us or to the RSP shall be sent to:

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

OR -

Cocoa Village Publishing, P.O. Box 951, Cocoa, FL 32923

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

26. ENTIRETY. You agree that this Agreement, the rules and policies published by us and the Dispute Policy are the complete and exclusive agreement between you and us regarding our Services. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

27. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

28. INFANCY. You attest that you are of legal age to enter into this Agreement.

29. INCONSISTENCIES WITH NOMINET UK. In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of NOMINET UK, the term, condition, policy or procedure of NOMINET UK shall prevail.

30. ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

G. Registry Terms & Conditions

Note that registrars may provide registration terms and conditions that the customer is responsible to understand and



agree when participating in domain registration with the registrar. The following agreement information applies to the reseller service by Cocoa Village Publishing on behalf of the registrar known as TUCOWS.

Hereafter Cocoa Village Publishing will be referred to as "RSP"

Terms and Conditions of the Nominet Registry

In order that a party may hold a valid .co .uk or .org .uk domain name registration, NOMINET UK, the entity granted the exclusive right to administer the registry for .uk domains, requires that all organisations or individuals applying to register, transfer or renew a .uk domain name ("Customer(s)") adhere to the following terms and conditions. As a Customer, you accordingly agree as follows:

1. NOMINET UK's Rules For The .uk Domain And Sub-Domains and the procedures of NOMINET UK's Dispute Resolution Service, in each case as amended from time to time, form part of the contract. Copies of those Rules and procedures may also be obtained directly from NOMINET UK.

2. If the Customer uses an agent for payment of fees, NOMINET UK will first seek payment from the agent; but if the agent does not pay the fees for whatever reason, NOMINET UK will have the right to recover the fees from the Customer.

3. The Customer (or the transferee, as the case may be) will:

3.1 except where this is the responsibility of the Customer's agent) obtain the consent of individuals whose personal data are to be held on the Register of .UK Domain Names to the access referred to in Clause 7.10 below;

3.2 pay the initial registration fee to NOMINET UK within one month after the issue of NOMINET UK's invoice;

3.3 sign and return the reply form attached to the Registration Certificate, issued by NOMINET UK under clause 4.2 below, confirming the Customer's acceptance of these terms and conditions;

3.4 promptly notify NOMINET UK of any change to its registered details, including where an agent is appointed, any change to the agent's details; and

3.5 promptly notify NOMINET UK of any actual or threatened proceedings brought in respect of the name used as a Domain Name whether by or against the Customer.

4. NOMINET UK will:

4.1 process the application and consider whether to accept or reject it in accordance with the criteria laid down in NOMINET UK's Rules For The .uk Domain And Sub-Domains in force at the time of the application for registration.

4.2 (if the application is accepted) enter the Domain Name and other relevant details in the Register of .uk Domain Names as a pending registration, and, on receipt of the fee, issue a Registration Certificate to the Customer; if the application is not accepted, NOMINET UK will notify the Customer or the agent and return any payments received;

4.3 convert the pending registration to a full registration on receipt of both the initial



registration fee and the correctly completed reply form attached to the Registration Certificate; and

4.4 (subject to clause 11 below) on receipt of the Registration Certificate, the correctly completed Transfer of Registration on the reverse of the Certificate and the transfer fee applicable at the time of the transfer, register the details of a transferee of the Domain Name registration. 5. The initial registration period is two years from the date of the application for registration. Thereafter, the registration may be renewed indefinitely for further periods of one or more years, on payment of the renewal fees applicable from time to time, and subject to clause 11 below.

6. The Customer (either directly or via an agent) may surrender the registration of the Domain Name by notice in writing to NOMINET UK at any time prior to issue of a Registration Certificate and on issue of the Certificate for that Domain Name, by sending to NOMINET UK the Certificate and the correctly completed Surrender of Registration (on the reverse of the Certificate). No other method of surrender is permitted after issue of a Certificate. Once the Domain Name and the Customer's details have been entered in the Register of .UK Domain Names as a full registration no refund of fees will be payable by NOMINET UK.

7. NOMINET UK is entitled to register Domain Names on a first come, first served basis, whether or not it has received payment for their registration; and, until NOMINET UK has confirmed it as a pending registration, there is no guarantee that the Domain Name applied for will be entered in the Register as such. Customers are advised not to take any action in respect of the registration of a Domain Name before it becomes a full registration.

7.1 If payment and the correctly completed reply form attached to the Registration Certificate are not received by NOMINET UK, NOMINET UK is entitled to cancel the pending registration by notice in writing to the Customer or the agent.

7.2 NOMINET UK may cancel the registration or suspend the delegation of a Domain Name in exceptional circumstances by notice in writing to the Customer or the agent. Exceptional circumstances include, in particular: where to maintain the registration would put NOMINET UK in conflict with statutory obligations or the terms of a Court Order, or where the registration or use of the Domain Name conflicts with NOMINET UK's Rules For The .uk Domain And Sub-Domains in force from time to time.

7.3 NOMINET UK does not accept any responsibility for the use of any Domain Name on the Register of .UK Domain Names and in particular for any conflict with trade marks, registered or unregistered, or with rights to names in other contexts. A Registration Certificate is not intended to be evidence of ownership of the name used as a Domain Name.

7.4 NOMINET UK will use its reasonable endeavours to ensure that the appropriate details of the Customer's registration are correctly entered and maintained in the Register of .UK Domain Names. All conditions and warranties which may be implied (by law or as a result of prior negotiations) into the contract between NOMINET UK and the Customer are excluded to the extent permitted by law. In no circumstances will NOMINET UK be liable for any loss of profit, business or anticipated savings suffered by the Customer.

7.5 NOMINET UK's liability to the Customer under the contract or otherwise (including liability for negligence) is limited to 125% of the registration fees paid in respect of a particular period of registration.



7.6 The Customer warrants to NOMINET UK that the details submitted by the Customer to NOMINET UK are true and correct, and that future additions or alterations to those details will be true and correct.

7.7 The Customer warrants to NOMINET UK that neither the registration of the Domain Name nor the manner in which the Domain Name is directly or indirectly used infringes the legal rights of a third party. NOMINET UK's remedies under this warranty will continue to be available after completion of the registration process and notwithstanding any subsequent surrender, cancellation or transfer of the registration of the Domain Name.

7.8 The Customer indemnifies NOMINET UK and each of the members of its Council of Management against any claim that the registration of the Domain Name or the manner in which the Domain Name is directly or indirectly used infringes the legal rights of any third party (except for claims arising from NOMINET UK's negligence or breach of the terms of the contract); and indemnifies them against the reasonable costs and expenses, however they may arise, incurred in defending or dealing with such a claim.

7.9 The Register of .UK Domain Names will include the names of the Customer and the Administrative Contact and other details relating to them. This information (if it refers to individuals) is 'personal data' for the purposes of data protection legislation. NOMINET UK may allow other organisations and members of the public to access the data for the purpose of obtaining information about the registration of the Domain Name or any other related purpose.

8. The restrictions and indemnities in clause 7 above are considered to be reasonable in the context of NOMINET UK's status as a not-for-profit company limited by guarantee that is performing a service on a cost-recovery basis.

9. If any clause of these terms and conditions is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be deemed to be omitted.

10. The contract may be assigned by NOMINET UK. The Customer may assign the contract subject to any change made pursuant to clause 11 below, and transfer the registration of the Domain Name, by sending to NOMINET UK the Registration Certificate, the correctly completed Transfer of Registration on the reverse of the Certificate and the transfer fee applicable at the time of the transfer. No other method of transfer is permitted.

11. NOMINET UK may change the terms and conditions of the contract on renewal or transfer of the registration of the Domain Name. All transfers and renewals will be made under NOMINET UK's Terms & Conditions for the Registration of Domain Names current at the time of the transfer or renewal and, in the case of a transfer, as agreed by the Transferor.

12. Any notice to be given under the contract shall only be deemed to be served if delivered by hand or sent by pre-paid post, by fax or e-mail, to the party to whom it is given at its last known postal or e-mail address or fax number. The notice will be effective: if delivered, on delivery; if sent by fax or e-mail, when the sender receives confirmation of receipt; and if sent by post, on the fourth day after posting.

13. These terms and conditions, together with the Rules and procedures referred to in clause 1 above, constitute the entire agreement between NOMINET UK and the Customer for the registration of the Domain Name, and supersede all prior agreements, understandings and representations whether oral or written. Subject to clause 11 above,



no variation may be made to the contract unless it is in writing and signed by authorized representatives of the Customer and NOMINET UK.

14. The contract shall be governed by English law, and the Customer and NOMINET UK submit to the exclusive jurisdiction of the English Courts

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