



Domain Hosting Terms and Conditions

Preamble

This document may be augmented or replaced by relevant sections of other parts of our Agreement, and should be read in conjunction with other supporting documents, so please check regularly for updates. Please note, by contracting or using any of our services you agree to be bound by all Netnorth terms and conditions collectively, which can be viewed in our [Terms of Service](#).

If you have any concerns or queries, please contact us as per our [Support Policy](#).

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1. Domains terms

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

You acknowledge and recognize that the domain name system and the practice of registering and administering domain names is continuously evolving and that Netnorth may modify this Agreement as necessary from time to time to comply with any agreements by which Netnorth is or will be bound, and to adjust to changing business circumstances.

Your continued use of the registered domain name constitutes acceptance of this Agreement and amendments, including acceptance of the term and conditions required of Netnorth by its domain name services Providers / Registries, to which you are bound. By registering domain names, you are entering a contract with the respective Provider / Registry. If at any time, you do not agree

to such changes, you agree that your sole remedy is to request that your domain name registration be cancelled or transferred to a different Registrar.

2. Domain Name Registration

Netnorth has been granted the right to act as Registrar and provide Internet domain registration Services for second-level domain names within various top-level domains (TLDs) including but not limited to: .com, .org, .net, .co.uk, .uk, .org.uk, .ltd.uk, .plc.uk, .mobi, .eu

- **ICANN** oversees the .com, .org, .mobi and .net TLDs.
- **Nominet** oversees the .co.uk, .org.uk, .ltd.uk, .plc.uk and .uk TLDs.
- **EURID** oversees the .eu TLD.
- **Jisc** oversees the ac.uk, gov.uk, gov.scot, gov.wales and llyw.cymru TLDs.

These respective bodies publish information about Registrants Rights and Responsibilities.

Upon receiving domain name registration information from You, Netnorth shall submit the information to the relevant registry for approval and processing, the Registry then puts into effect the domain name registration.

3. Selection of a domain name

You represent that, to the best of Your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes the legal rights of a third party and, further, that the domain name is not being registered for nor shall it be used for any unlawful purpose whatsoever.

If You are registering a domain name during the finite period of time when owners of trademarks and service marks have priority to do so ("Sunrise Period"), You acknowledge and agree that registrations for domain names during the Sunrise Period will only be accepted on the conditions applicable to those new domain names and their Sunrise provisions which may include a minimum registration term.

By registering or renewing under a .uk TLD and agreeing to these terms & conditions, You agree that You have read and agree to the Nominet terms & conditions, If You are registering the domain for a third party, You warrant that the third party for whom you register the domain name have read and agree to the Nominet Terms & Conditions.

Upon submitting a registration through Netnorth, to the relevant registry for processing, it your Your responsibility to check using WHOIS or otherwise that Your domain registration has been successful within 1 working week of payment being received by Netnorth.

4. Fees

In consideration for Netnorth providing domain name registration Services to You, You agree to pay Netnorth, prior to the approval of the desired domain name registration, the prevailing amounts stated by Netnorth, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.

Upon receiving Your indicated instruction to register or renew Your domain name, Netnorth will issue a relevant invoice, subsequent Payment must be made to Netnorth by an approved method including Cheque or BACS, then upon receipt of cleared payment Netnorth will proceed with Domain registration.

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

All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.

5. Term

This Agreement shall remain in full force during the length of the term of Your domain name registration(s) as requested, recorded, and paid for upon registration / renewal of the domain name.

To ensure Your domain registration endures when the registration period approaches expiry, and notwithstanding Your responsibility to ensure Netnorth possess valid contact details at all times, it remains Your responsibility to instruct Netnorth of an intent to renew giving sufficient time process payment in advance, and thereafter to check that Your renewal has been successful within one month of the renewal date.

5.1 Ownership of data

You agree and acknowledge that Netnorth owns the following:

information for the registrations for which Netnorth acts as the registrar including:

- the original creation date of the registration;
- the expiration date of the registration;

the name, mailing address, email address, telephone number, and fax number of the technical, administrative, zone and billing contacts for the domain name unless otherwise configured by Netnorth;

remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database;

other information generated or obtained in connection with the provision of domain name registration and management Services, other than the domain name being registered.

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

5.2 Transfer of ownership

The person named as Registrant on the Whois shall be the "Registered Name Holder." The person named as administrative contact at the time the controlling account was secured shall be deemed the designate of the Registrant with the authority to manage the domain name. Registrant agrees that prior to transferring ownership of the domain name to another person (the "Transferee") Registrant shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion to the terms and conditions in this Agreement, any such transfer will be null and void.

6. Domain name registration information and its use

6.1 Information You are required to Submit

As part of the registration process, You are required to submit to Netnorth and keep updated the following information in connection with Your application for domain name registration:

- the domain name to be registered;
- the contact name, company name and number (if applicable), company address, email address, telephone number, of the Registrant for the domain name;

Netnorth at its discretion may refuse act as Registrar, and thereby to renew any registration.

Netnorth may from time to time request additional information from You as required by the respective Registries.

6.2 Additional Information Maintained about Your Registration

In Addition to the information You provide, we maintain additional information relating to Your domain name registration, this may include:

- the original creation date of the registration;
- the date and time the registration application was submitted to Netnorth and the appropriate registry;
- communications constituting registration orders, modifications, or terminations and related correspondence;
- records of account for Your domain name registration, including dates and amounts of all payments;
- the name, mailing address, email address, telephone number, and fax number of the technical, administrative, zone and billing contacts for the domain name;
- the expiration date of the registration;
- other information regarding all other activity regarding Your domain name registration and related Services.

6.3 Obligations Relating to Data Provided by You

If in registering a domain name You provide information about a third party, You hereby represent that You have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in this Agreement.

6.4 Disclosure and Use of Registration Information

You agree to authorize Netnorth to provide any information to ICANN, the registry administrators and to other third parties as ICANN and applicable laws may require or permit. You acknowledge and agree that Netnorth may make publicly available, some or all of the domain registration information provided by You, for purposes of inspection such as through WHOIS Services or for any purpose as required or permitted by ICANN and applicable laws.

In addition, You acknowledge that ICANN may establish guidelines, limits and requirements that relate to the amount and type of information that Netnorth may or must make available to the public or to private entities, and the manner in which such information is made available.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of information and updated from time to time provide in connection with registration of a domain name, whether during or after term of the registration of the domain name. You hereby irrevocably waive any and claims and causes of action You may have arising from such disclosure or use of the domain name registration information.

You may request access to Your domain name registration information in Netnorth's possession to review, modify or update such information, by contacting Netnorth as described in our Support Policy.

We will not process any data about any person that we obtain from You in a way incompatible with the purpose and limitations described in this Agreement. We will take reasonable precautions to protect the information we obtain from You from loss, misuse, unauthorized access or disclosure, alteration or destruction of that information, by or via Netnorth.

6.5 Agents and licences

You agree that in the event You register a domain name for another entity, You represent that You have the authority to bind that entity as a principal to all terms and conditions contained in this Agreement.

You acknowledge and agree that if You license the use of Your registered domain name to a third party, You remain the domain name holder of record and remain responsible for all obligations under this Agreement, including payment obligations, and providing and updating Your full contact information, and accurate technical, administrative, billing, and zone contact information adequate to facilitate timely Resolution of any problems that arise in connection with domain name and domain registration.

You must not knowingly provide poor quality Registrant data. If You find out that a Registrant has provided poor quality data You should attempt to correct the data.

Consumers are currently allowed to opt-out of providing their postal address on the WHOIS. You should take reasonable steps to ensure the opt-out is used correctly and not require opt-out unless You can show that Your Registrants are consumers.

If You receive a request to register a domain name for a customer You must register the domain name in Your customer's name. You may only register the domain name in Your or Your organisation's name with the explicit prior written consent of Your customer.

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

6.6 Limitation of liability

You agree that Netnorth shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with this Agreement, even if Netnorth has been advised of the possibility of such damages, and in particular Netnorth will not be liable for the following:

- suspension or loss of Your domain registration;
- use of Your domain name registration;
- interruption of Your business;
- access delays or interruptions to any web services accessed via Your registered domain name;
- non-delivery, mis-delivery, corruption, destruction, or modification of data;
- events beyond the reasonable control of Netnorth;
- processing of an application for domain name registration;
- application of any Dispute Policy.

Netnorth shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to Your application, receipt of, or failure to receive a domain name registration.

Netnorth's maximum aggregate liability shall not exceed the greater of:

- the total amount paid by You for registration of the domain name; or
- £30.00 (GBP).

6.7 Indemnification of Netnorth

You agree to defend, indemnify and hold harmless Netnorth and the registry administrator, including Netnorth and its employees, directors, officers, representatives, agents and affiliates, from and against any claim, action, suit, demand, loss, damages, costs (including reasonable legal fees, expert witness fees and expenses), or other proceeding related to or arising out of the registration or use of the domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

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

6.8 Representations and warranties

You represent and warrant that:

- all information provided in connection with Your domain name registration is accurate;

- neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.

You acknowledge and agree that all domain name registration Services provided to You by Netnorth are provided on an "as is" basis. Netnorth makes no representations or warranties of any kind, express or implied, in connection with this Agreement or its domain name registrations Services, including but not limited to warranties of merchantability or fitness for a particular purpose. Netnorth makes no representation or warranties of any kind that registrations or use of domain name under this Agreement will immunize You from challenges to the domain name registration or from suspension, cancellation, or transfer of the domain name to You.

6.9 Breach and revocation

Netnorth reserves the right to suspend, cancel, transfer or modify Your domain name registration in the event that:

- You materially breach this Agreement;
- You use Your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;
- You use Your domain name in connection with unlawful activity;
- grounds arise for such suspension, cancellation, transfer or other modification as provided in this Agreement;
- You use Your domain name in connection with material that is slanderous to Netnorth or other associated companies.

You further acknowledge and agree that Your domain name registration is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including Netnorth) or registry administrator procedures approved by an ICANN-adopted policy, or by any other country code TLD registry administering procedures to correct mistakes by Netnorth, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

You also agree that Netnorth shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven calendar days prior written notice, or at such time as Netnorth receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

You acknowledge and agree that:

- providing inaccurate information;
- failing to update information promptly;
- failing to respond to Netnorth inquiries concerning the accuracy of contact details within fifteen calendar days of request;

shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of Your domain name registration.

7. No Guarantee

You acknowledge that registration or reservation of Your chosen domain name, does not confer immunity from objection to either the registration, reservation, or use of the domain name.

Please note: By contracting or using any of our services you agree to be bound by all Netnorth terms and conditions collectively, which can be viewed in our [Terms of Service](#).