

SPECIAL CONDITIONS OF REGISTRATION, RENEWAL AND TRANSFER OF A DOMAIN NAME

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The Supplier is a Registrar accredited by the Registries responsible for the allocation of Domain Names in the generic top level domains (gTLDs) listed in Appendix 1 and the country code top level domains (ccTLDs) listed in Appendix 2 and, in such capacity, may carry out Domain Name registrations and renewals on the Customer's behalf.

1. Interpretation

In these Special Conditions, the terms defined in the General Conditions shall have the same meanings and the following terms shall have the following meanings unless the context otherwise requires:

Domain Name: the unique URL which designates the location of a particular website, as specified in the Order.

Domain Name Services: the services concerning the registration, renewal and/or transfer of the Domain Name more particularly described on the Supplier's website at www.ovh.co.uk.

Registrant: the recorded legal owner of the Domain Name.

Registrar: an entity accredited by the relevant Registry to act as agent of Registrants in submitting Domain Name registration applications.

Registry: the registry responsible for the allocation of Domain Names in the relevant top level domains;

Whois: online research tools which are freely available on the Internet allowing any person to obtain contact information of the Registrant, administrative and technical contacts of a Domain Name.

2. Application of Conditions

2.1 These Conditions (together with the General Conditions) shall apply to any Contract between the Supplier and the Customer for the provision of Domain Name Services; and shall prevail over any inconsistent terms or conditions submitted by the Customer or implied by law, trade custom, practice or course of dealing. In the event of conflict between these Conditions and the General Conditions, these Conditions shall prevail.

2.2 Domain Names Services shall be subject to any terms and conditions, procedures, rules and policy (including without limitation conflict resolution procedures) of the relevant Registry, as amended from time to time, and

any amendments shall be incorporated in these Conditions without further notice to the Customer.

3. Domain name registration

3.1 Upon receiving the Customer's application to register a Domain Name and payment of the relevant fee, the Supplier shall use its reasonable endeavours to procure the registration of the Domain Name chosen by the Customer with the relevant Registry, provided that the Customer shall fully comply with the registration procedure detailed in the following provisions of this Condition.

3.2 The Customer acknowledges that:

- (a) **Domain Names are granted by the relevant Registry on a "first come, first served" basis;**
- (b) **the Supplier cannot guarantee that the registration of the Domain Name chosen by the Customer will be carried out by the relevant Registry;**
- (c) **the list of available Domain Names featured on the Supplier's website at www.ovh.co.uk is for information only and shall not be binding on the Supplier. The Customer shall be free to check the availability of a chosen Domain Name in real time by carrying out a Whois search on the relevant databases; the Supplier shall not be responsible for the content or accuracy of such databases.**

3.3 The Customer shall be solely responsible for the choice of the Domain Name and warrants that such Domain name shall:

- (a) **not infringe the rights of any third party including any third party's intellectual property rights; and**
- (b) **be consistent with any and all applicable laws and regulations whether under English law or regulation, the laws or regulations of the Customer's country or any other place where the results of such purpose or such Domain Name can be accessed.**

Failure by the Customer to carry out a preliminary search before applying to register a Domain Name registration may in some circumstances constitute passing off and/or trade mark infringement, and the use of certain words such as geographical indications may be restricted by law.

- 3.4 The Customer shall provide all the documents and/or information required by the relevant Registry to enable the Supplier to apply to register the Domain Name with the Registry including (without limitation) the name and complete contact details of the Customer, the Registrant, the administrative contact, the technical contact, person in charge of the day to day management of the Domain Name and the IP address of the relevant Server(s).
- 3.5 The Customer warrants and confirms that:
- (a) t has authority to collect and disclose the personal details of the Registrant, the administrative contact and the technical contact for the purpose of the application to register the Domain Name and the maintenance of such registration; and
 - (b) he information contained in the Domain Name application is true and accurate
- and acknowledges that the Supplier shall have no duty to verify the same before submitting the Domain Name application to the relevant Registry.
- 3.6 The Supplier shall acknowledge receipt of the Customer's Domain Name application by email, confirming that the application has been submitted to the relevant Registry and that the payment of the fee has been received, but such email does not constitute confirmation that the chosen Domain Name has been or will be registered by the relevant Registry.
- 3.7 If the Domain Name application is incomplete and/or erroneous and needs to be modified by the Customer or cannot be accepted by the Registry for any other reason whatsoever, the Supplier shall notify the Customer by email as soon as reasonably practicable, and the Customer shall reply to such notification within two (2) working days. The chosen Domain Name is not reserved whilst the Domain Name application is pending, and may become unavailable whilst the application is amended, in which case the Supplier shall inform the Customer, who may choose an alternative Domain Name.
- 3.8 The Customer acknowledges that:
- (a) any questions concerning the registration, renewal, cancellation, destruction or transfer of a Domain name must be raised with the Supplier and not directly with the relevant Registry;
 - (b) the mail address, email and fax number of the relevant Registry may not be published in the Whois search;

(c) any dispute relating to the Domain Name may be subject to the dispute resolution policy of the relevant Registry.

3.9 When the relevant Registry has formally confirmed to the Supplier that the Domain Name registration has been successfully completed, the Supplier shall notify the Customer the same within two (2) working days by email.

3.10 The Customer undertakes to inform the Supplier of any change in the information provided to the Supplier pursuant to Condition 3.4 by email at customersupport@ovh.co.uk or via the Supplier's website at www.ovh.co.uk within two (2) working days of such change. The Supplier shall be entitled to suspend the Domain Name Service if, in the Supplier's opinion, such information appears false or fabricated.

4. Domain Name renewal

4.1 The Supplier shall notify the Customer by email of date when the Domain Name registration is due to expire (the "Expiry Date"). If the Customer pays the renewal fee to the Supplier in full and in clear funds no later than the Expiry Date, the Supplier shall endeavour to procure the relevant Registry to renew the registration.

4.2 The registration of the Domain Name registration will automatically expire unless it is renewed on or before the Expiry Date, and thereupon may become available for registration by any third party.

4.3 If the Customer fails to pay the renewal fee within three (3) days after the Expiry Date (time being of the essence), the Supplier shall be entitled to suspend all Domain Name Services the Domain Name expiry date and shall inform the Customer by email.

4.4 Any application for renewal of the domain name after its expiry date may lead to delays in the effective online service. The Customer acknowledges that the Supplier shall have the right to change without prior notice to the Customer the renewal price charged by the Supplier for domains purchased outside the Euro zone, in accordance with fluctuations in foreign exchange rates (Euro / Dollars, Euro / Pound Sterling, Euro / Swiss Franc etc).

5. Dealings by the Customer with the Domain Name

5.1 If the Customer transfers the Domain Name to a third party, it shall:

(a) notify the Supplier of the transfer by recorded delivery letter;

- (b) pay the applicable fee to the Supplier;
 - (c) sign the transfer documents issued by the relevant Registrar and comply with the Registry's transfer procedure;
- and the Supplier shall not be bound to recognise any transfer unless and until the Customer has complied with all the above.

5.2 If the Customer licenses the Domain Name to a third party, the Customer shall remain solely responsible for the performance of its obligations under the Contract (whether or not such licence has been notified to the Supplier).

5.3 If the Customer wishes to transfer responsibility for the Domain Name Services from the Supplier to another Registrar (the "**New Registrar**"), the Customer shall comply with the terms and conditions of the New Registrar, and, unless the Domain Name in question is subject to a dispute with the Supplier or a third party, the transfer shall be effective when the New Registrar notifies the Supplier that the relevant Registry has registered the New Registrar as the Registrar for the Domain Name. The Customer shall not be entitled to any refund of fees for any Domain Names Services in the event of any such transfer.

6. Domain Name compulsory transfer and cancellation

6.1 The Supplier may suspend, cancel or transfer the Domain Name, without notice or liability to the Customer, if ordered to do so by any court or Registry of competent jurisdiction.

6.2 The Customer shall not transfer the Domain Name whilst the said Domain Name is subject to a dispute.

7. Supplier's liability

The Supplier shall have no liability to the Customer under the Contract for any act or omission of any Registry or if the Customer:

7.1 fails to provide all the documents and/or information necessary to enable the Supplier to apply for the Domain Name with the relevant Registry in accordance with Condition 3.4 or if any such document and/or information is false or misleading;

7.2 fails to obtain the consent of the Registrant, the administrative contact and the technical contact to collect and disclose their personal details for the

purpose of carrying out the application for and the management of the Domain Name registration; or

- 7.3 has no authority to apply for the registration of the Domain Name for and on behalf of the Registrant.

8. Indemnity

Notwithstanding Condition 5.3 of the General Conditions, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any dispute or claim against the Customer and/or the Registrant concerning the Domain Name, whether such dispute or claim is heard by a court or by a dispute resolution service of any Registry.

9. No right to cancel

The Domain Name being goods made to the Consumer's specifications or clearly personalised within the meaning of Article 13(1)(c) of the Consumer Protection (Distance Selling) Regulations 2000, the Customer shall have no right to cancel the Contract by giving notice of cancellation pursuant to Condition 10.1. of the General Conditions.

10. Term and termination

- 10.1 Unless terminated in accordance with Condition 10.2 below, the Contract shall continue for so long as the Domain Name remains registered, including any renewal.

- 10.2 Notwithstanding Conditions 11.4 and 11.5 of the General Conditions, the Supplier shall be entitled to suspend the Domain Name Services (including without limitation registration of the Domain Name) and/or terminate the Contract immediately by email notice to the Customer if:

(a)

he Customer:

- (i) provides any false or misleading information in connection with any application for registration or renewal of the Domain Name;
- (ii) is in breach of any terms and conditions, eligibility requirements, specifications, procedures, rules and policy (including without limitation conflict resolution procedures) of the relevant Registry;

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- (iii) fails to pay any sums due under the Contract;
- (iv) uses the Domain Name Services in a manner inconsistent with any and all applicable laws and regulations or in breach of the Supplier's Acceptable Use Policy, which can be found at ovh.co.uk;
- (v) removes or attempts to remove any contact details required under any rules and policy of the relevant Registry for the validity of the Domain Name registration;

(b)

he Domain Name is:

- (i) subject to a dispute whether before a court or before any Registry's dispute resolution services;
- (ii) used to send unsolicited marketing communications or in a manner inconsistent with the generally accepted standards of conduct relating to the use of the Internet or with any applicable law or regulation.

APPENDIX 1 - GENERIC EXTENSIONS

This APPENDIX applies in addition to the specific conditions for registration, renewal and transfer of domain names.

The generic extensions relate to the following extensions:

- .biz domain names: the Registry is **Neulevel**.
- .com domain names: the Registry is **Verisign Inc.**
- .info domain names: the Registry is **Afilias Limited**.
- .name domain names: the Registry is **Global Name Registry**.
- .net domain names: the Registry is **Verisign**.
- .org domain names: the Registry is **Public Interest Registry**.
- .mobi domain names: the Registry is **mtld.mobi**.
- .pro domain names: the registry is **Registrypro**.
- .tel domain names: the registry is **Telnic**.

They are subject to the specifications of ICANN:

The Customer agrees not to contact the Registry for any question relating to the registration of a domain name, of its cancellation, its destruction or its transfer, as a result, the Customer shall contact OVH directly.

The Customer agrees not to publish and diffuse in the Whois of his postal address, the email and the fax number of the registry.

The Customer agrees to correct and update the information related to domain name throughout the duration of the registration.

The Client consents to the use, reproduction, distribution, publication, modification and other processing of its Personal Data (those provided in the Whois database when registering the domain) by the Registry and / or any regulatory authority and / or their subsidiaries. The Customer may consequently not oppose their publication in the Whois except to seek the termination of the current contractual stipulations.

The Customer agrees to indemnify, defend, guarantee and to avoid pursued by his acts or omissions, OVH and / or the Registry and / or any regulatory authority and / or their subsidiaries and / or their directors, employees, representatives, and / or officers. Including legal fees, arising out of or in connection with the registration of domain name of the Client or Customer's use of domain name. This obligation survives until the end of the registration contract.

In the event of a dispute arising between the parties as a result of the execution or the interpretation of these, the parties agree prior to any action that any justice claims will be subject to formal notice in advance by registered mail with return receipt.

Either party may then after a period of ten days after sending the letter referred in the preceding paragraph, engage/engage in any useful procedure. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.

OVH and the Registry reserve the right to put the domain name of the client on hold during the resolution of a discussion.

The Customer agrees to abide by the Uniform Domain Name Dispute Resolution Policy of ICANN at the following address: <http://www.icann.org/udrp/udrp.htm>

The Client agrees that the domain name may be suspended, cancelled or transferred according to the rules of ICANN, these rules are adopted by the Registrar in accordance with the laws of Icann, in order to correct the mistakes made by The Registry or by OVH, or to allow the resolution of disputes concerning the domain.

For the .TEL domain names, in the event of a dispute concerning a domain name between the Client and the TELNIC Registry, the English and Welsh laws apply, and the competent jurisdictions are located in England and Wales.

OVH reminds the customer that the .tel domain names can not be associated with a shared hosting or a dedicated server. DNS are automatically configured by Telnic and can not be modified in the order process.

Only a provider, accredited by Telnic can ensure the hosting associated to the .tel domain names. It is up to the Customer to contact OVH to modify the DNS of the domain to another provider.

APPENDIX 2 - ccTLDs

Domain name	Registry	URL
.fr	AFNIC	http://www.afnic.fr/obtenir/chartes/nommage-fr_en
.re	AFNIC	http://www.afnic.fr/obtenir/chartes/nommage-fr_en
.be	Dns.Be	http://dns.be/en/home.php?n=43.001
.eu	EuRid	http://www.eurid.eu/en/shared/documents/file_folder.2005-10-28.9651463556/registration_policy_en.pdf http://www.eurid.eu/en/shared/documents/file_folder.2005-10-25.5121442941/terms_and_conditions_en.pdf
.pl	Nask	http://www.dns.pl/english/principles.html
.uk	Nominet	http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/
.de	Denic	http://www.denic.de/en/bedingungen.html http://www.denic.de/en/richtlinien.html http://www.denic.de/en/preisliste.html
.es	Red.Es	http://www.red.es/aviso_legal.html
.at	Nic.At	http://www.nic.at/en/service/legal_information/terms_conditions/

.ch and .li	Switch	https://nic.switch.ch/reg/ocLoad.action?res=EF6GW7LBPN6G2235EFVGC6LAMJQW62RBPJVXY35EFHUJTCRPA3FC2D4EB7GU2A
.nl	SIDN	http://www.sidn.nl/ace.php/p,728,2682,1545602350,Reglement_voor_registratie_nl_domeinnamen_versie_1_2_UK_15_mei_2008.pdf
.cc	VERISIGN	http://www.verisign.com/information-services/naming-services/othertlds/page_042130.html
.tv	VERISIGN	http://www.verisign.com/information-services/naming-services/othertlds/page_042130.html
.it	Nic.it	http://www.nic.it/en/documenti/Regulation5.0.2.pdf
.fm	BRS Media Inc.	http://dot.fm/policy.html
.am	BRS Media Inc.	http://dot.am/policy.html
.mu	CoCCa	http://www.cocca.org.au/modules/smartsection/category.php?categoryid=7
.gs	CoCCa	http://www.cocca.org.au/modules/smartsection/category.php?categoryid=17
.cx	CoCCa	http://www.cocca.org.au/modules/smartsection/category.php?categoryid=1
.tl	CoCCa	http://www.cocca.org.au/modules/smartsection/category.php?categoryid=3

.nu	WorldNames	https://www.nunames.nu/about/terms.cfm
.cat	Fundacio puntCAT	http://domini.cat/media/upload/arxius/cat-RegistrationAgrmt.pdf http://domini.cat/media/upload/arxius/charter.pdf
.pt	Dns.pt	https://online.dns.pt/imagens/site/home_290/fotos/79021759982250550415.pdf
.ie	Ireland's Domain Registry (IEDR)	https://www.domainregistry.ie/RegistrationPolicy.php
.cn	China Internet Information Center (CNNIC)	http://www.cnnic.cn/html/Dir/2005/03/24/2861.htm
.tw	Taiwan Network Information Center (TWNIC)	http://www.twnic.net.tw/English/DN_01.htm - b
.lu	Dns.lu	http://www.dns.lu/en/EN-LUConditions.html
.ht	Nic.ht	http://www.nic.ht/info/
.cz	Nic.cz	http://www.nic.cz/page/313/
.us	Neustar.us	http://www.neustar.us/policies/docs/neustar_registrar_terms.pdf
.me	doMEn d.o.o.	http://www.domain.me/registerame/index.html
.pro	Registy.pro	http://registry.pro/legal/terms.shtml

APPENDIX 3 - .mobi

Customer shall:

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents 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 Customer's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)

Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or 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 Customer's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to OVH being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement. (3.8.3)

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)

Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Customers, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)

Consent to the use, copying, distribution, publication, modification and other processing of Customer's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)

Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period , and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8.)

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)

APPENDIX 4 - .us

OVH shall require in its Registration Agreement with each Registrant that such Registrant certify that it meets the following Nexus requirements qualify to register to use a Registered Name. Registrants in the usTLD must be either:

http://www.neustar.us/policies/docs/ustld_nexus_requirementto

A natural person (i) who is a citizen or permanent resident of the United States of America or any of its possessions or territories, or (ii) whose primary place of domicile is in the United States of America or any of its possessions, or

An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States, or a political subdivision thereof), or an entity or organization that has a bona fide presence in the United States.