

Domain Names Terms & Conditions

1. The following terms and conditions apply to the domain registration Service:

1. You acknowledge and recognize that the domain name system and the practice of registering and administering domain names is continuously evolving and that Advansys may modify this Agreement as necessary from time to time to comply with any agreements by which Advansys is or will be bound, and to adjust to changing business circumstances. We will notify of these changes by e-mail to refer you to the amended provisions.
2. Your continued use of the registered domain name constitutes acceptance of this Agreement and amendments, including acceptance of the term and conditions required of Advansys by its domain name services providers.

2. Domain Name Registration

1. Advansys has been granted the right to provide Internet domain registration Services for second-level domain names within the .com, .org, .net, .co.uk, .mobi, .eu, .org.uk, .ltd.uk and .plc.uk top-level domains.
2. ICANN oversees the .com, .org, .mobi and .net top-level domains. Nominet oversees the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains. EURID oversees the .eu top-level domain. You can find information about ICANN's Registrants Rights and Responsibilities document here: <http://www.icann.org/en/registrars/registrant-rights-responsibilities-en...>
3. Upon Advansys's receipt of domain name registration information from you, Advansys shall submit the information to the registry administrator for the appropriate top-level domain for approval and processing. The registry administrator then puts into effect the domain name registration. Nominet UK acts as the registry administrator for the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains. EURID acts as the registry administrator for the .eu top-level domain.

3. Selection of a domain name

1. 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 at any time whatsoever be used for any unlawful purpose whatsoever.
2. 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.
3. By registering or renewing a .uk top-level domain 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 here: <http://www.nominet.org.uk/go/terms>
4. Advansys shall submit your application to the relevant registry for processing. However, it is your responsibility to check using WHOIS that your domain registration has been successful twenty-four hours after payment has been made to Advansys.

4. Name restrictions

1. Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

5. Fees

1. In consideration for Advansys providing domain name registration Services to you, you agree to pay Advansys, prior to the approval of the desired domain name registration, the amounts set forth in a mutually signed quotation for the initial registration of the domain name and any subsequent renewals. For .uk domains the current renewal covers a 2 year period, and for other domains a 1 year period.
2. Your application will not be registered until Advansys receives actual payment of the registration fee. If Advansys does register a domain name prior to payment of the registration fee, Advansys reserves the right to cancel that registration or restrict use of the domain name until payment has been received.
3. 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.
4. In the event of a charge back by a credit card company or other payment provider authorized by Advansys, the domain name registration shall be transferred to Advansys as the paying entity for the registration. Advansys may reinstate your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its then current reinstatement fee. The reinstatement fee is currently £100.

5. Payment must be made by credit card or bank transfer. We will renew your domain name for you provided payment has been successful.

6. Term

1. This Agreement shall remain in full force during the length of the term of your domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should you choose to renew or otherwise lengthen the term of your domain name registration, then these terms and conditions will apply.
2. To ensure your domains are not lost we notify you in advance of pending renewal and send an invoice at least 30 days prior to its expiry. Should payment not be forthcoming your domain will not be renewed. If, after 30 days from the expiry date we have still not been able to contact you, the domain shall be suspended and then subsequently cancelled after a further 60 day period.
3. It is your responsibility to ensure all registered details are correct at the registry.
4. For .uk domains you can do this using Nominet's Whois search, and for all other domains we recommend using the <http://www.whois.org/> website domain lookup facility.

5. Ownership of data

1. You agree and acknowledge that Advansys owns the following:
 - (a) all database, compilation, collective and similar right, title and interests worldwide in the domain name database;
 - (b) all information and derivative works generated from the domain name database; and
 - (c) information for the registrations for which Advansys acts as the registrar including:
 - (d) the original creation date of the registration;
 - (e) the expiration date of the registration;
 - (f) the name, mailing address, email address, telephone number, and fax number of the technical contact, administrative contact, zone contact, and billing contact for the domain name;
 - (g) remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and
 - (h) other information generated or obtained in connection with the provision of domain name registration and management Services, other than the domain name being registered, and the IP names and addresses of the primary nameservers and any secondary nameservers.
2. Advansys does not have any ownership interest in your specific personal registration information outside of your right in Advansys domain name database.

6. Transfer of ownership

1. The person named as administrative contact at the time the user name and password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the Transferee") You shall require the Transferee to agree in writing to be bound by all the terms and conditions of this Agreement. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by Advansys in Advansys sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determine by Advansys in Advansys sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.
2. Transfer of domain shall incur an administration charge of £25 per domain.
3. For further details and to action any transfer of ownership please contact support (support@advansys.com).

7. Domain name dispute policy

1. You agree to be bound by the respective Domain Name Dispute Policies which can be found at <http://www.nominet.org.uk/> for .uk domains and <http://www.eurid.eu/> for .eu domains.
2. The Domain Name Dispute Policies govern any dispute between you and any party other than us over the registration and use of the domain name. You agree that you will be subject to the provisions specified in the Domain Name Dispute Policies in effect at the time the domain name registration is disputed by a third party.

8. Domain name registration information and its use

1. Information You are required to Submit
 1. As part of the registration process, You are required to submit to Advansys and keep updated the following information in connection with Your application for domain name registration:
 - (a) the domain name to be registered;
 - (b) the domain name holder's name and mailing address;
 - (c) the name, mailing address, email address, telephone number, and fax number of the administrative contact for the domain name; and
 - (d) the name, mailing address, email address, telephone number and fax number of the billing contact for the domain name.

2. You shall provide and maintain updated information at all times with Advansys. Advansys at its discretion may refuse to renew any registrations unless you maintain current and updated information at all times.
 3. Advansys may from time to time request additional information from you. While not obligated to provide the additional information, you should provide the additional requested information to ensure that you will obtain all the products and Services which Advansys makes available to domain name registrants.
2. Additional Information Maintained about Your Registration
 1. In Addition to the information you provide, we maintain additional information relating to Your domain name registration, including:
 - (a) the original creation date of the registration;
 - (b) the date and time the registration application was submitted to Advansys and the appropriate registry;
 - (c) communications constituting registration orders, modifications, or terminations and related correspondence;
 - (d) records of account for Your domain name registration, including dates and amounts of all payments and refunds;
 - (e) the IP names and address of the primary name servers and any secondary name servers;
 - (f) the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;
 - (g) the name, mailing address, email address, telephone number, and fax number of the domain registrant for the domain name;
 - (h) the expiration date of the registration; and (i) other information regarding all other activity regarding Your domain name registration and related Services.
 3. Obligations Relating to Data Provided by You
 1. 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.
 4. Disclosure and Use of Registration Information
 1. You agree to authorize Advansys 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 Advansys may make publicly available, some or all of the domain registration information provided by you, for purposes of inspection such as through Advansys's WHOIS Service or for any purpose as required or permitted by ICANN and applicable laws.
 2. In addition, you acknowledge that ICANN may establish guidelines, limits and requirements that relate to the amount and type of information that Advansys may or must make available to the public or to private entities, and the manner in which such information is made available.
 3. 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.
 4. You may access your domain name registration information in Advansys's possession to review such information. Please email support@advansys.com should you wish to make any changes.
 5. 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 Advansys loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.
 5. Agents and licences
 1. 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.
 2. 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.

3. In any circumstance where you are registering a domain for a third party, You agree that You must (in advance):
 - (a) Make Your customers aware of the Prices associated with domain name registration, renewal and maintenance.
 - (b) Give details of the domain name related Services You provide, which are relevant to this customer, information on how to invoke the Service, any Prices payable and how long you take to carry out the Service.
 - (c) Make your customers aware of changes to your prices.
 - (d) Detail the method, availability and cost of customer Service provided.
 - (e) Act quickly after getting a request from Your registrant to take some action for them;
 - (f) Update their details soon after you know that the current ones are out of date or wrong.

6. Registrant Data

1. 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.
 2. 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 set this field to default to opt-out unless you can show that all Your Registrants are consumers.
 3. 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.
 4. You agree that if you register a domain on behalf of a third party, Advansys can pass on the contact details of that third party to the Registry Administrator if required to do so by the Registry.
 5. You agree that Advansys 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 Advansys has been advised of the possibility of such damages, and in particular Advansys will not be liable for the following:
 - (a) suspension or loss of Your domain registration;
 - (b) use of Your domain name registration;
 - (c) interruption of Your business;
 - (d) access delays or interruptions to any web sites accessed by Your registered domain name;
 - (e) non-delivery, mis-delivery, corruption, destruction, or modification of data;
 - (f) events beyond the reasonable control of Advansys;
 - (g) processing of an application for domain name registration; or
 - (h) application of the Dispute Policy.
 6. Advansys 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.
 7. Advansys maximum aggregate liability shall not exceed the greater of:
 - (a) the total amount paid by you for registration of the domain name; or
 - (b) £25.00 GBP.
- #### 7. Indemnification of Advansys
1. You agree to defend, indemnify and hold harmless Advansys and the registry administrator, including Advansys 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 Domain Name Dispute Policies.
 2. You also agree that in the event a domain name dispute arises with any third party, you shall indemnify and hold Advansys harmless pursuant to the terms and conditions contained in the Domain Name Dispute Policies.
- #### 8. Representations and warranties
1. You represent and warrant that:
 - (a) all information provided in connection with your domain name registration is accurate;
 - (b) 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.
 2. You acknowledge and agree that all domain name registration Services provided to you by Advansys are provided on an "as is" basis. Advansys 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. Advansys 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.

9. Breach and revocation

1. Advansys reserves the right to suspend, cancel, transfer or modify Your domain name registration in the event that:
 - (a) You materially breach this Agreement;
 - (b) You use your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;
 - (c) You use your domain name in connection with unlawful activity;
 - (d) grounds arise for such suspension, cancellation, transfer or other modification as provided in this Agreement; or
 - (e) You use your domain name in connection with material that is slanderous to Advansys or other associated companies.
2. 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 Advansys) or registry administrator procedures approved by an ICANN-adopted policy, or by any other country code top-level domain registry administering procedures to correct mistakes by Advansys, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name
3. You also agree that Advansys shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as Advansys 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.
4. You acknowledge and agree that:
 - (a) providing inaccurate information;
 - (b) failing to update information promptly; or
 - (c) failing to respond to Advansys's inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request;shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of Your domain name registration.

9. No Guarantee

1. 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.

10. Specific TLD Registration Agreements

1. [Terms and conditions for .UK domain names](#)
2. Terms and conditions of .uk purchase
 1. Please note that customers who own the qualifying domain have the .uk equivalent automatically reserved for them until 10th June 2019, as long as that domain remains registered to them.
 2. For further information on the .uk rights to registration, please visit www.dotuklaunch.uk/im-existing-customer
 3. If at any time you decide not to renew your existing qualifying domain, the reserved .uk equivalent will automatically become available.
3. [Terms and conditions for .BIZ, .TV, .NAME, .COM, .NET, .MOBI, .ORG and .EU domain names](#)