

## **TERMS & CONDITIONS**

### **for the Registration of "IO" Domain Names**

The agreement between the Applicant and NIC.IO contains the following terms and conditions. By completing and submitting an application to NIC.IO for consideration and acceptance by NIC.IO, the Applicant agrees that he/she has read and agrees to be bound by these terms and conditions 1 through 22 below.

#### **1. Definitions.**

"Registration Agreement" means, a completed application form, Terms and Conditions for the Registration of .IO Domain Names, [Domain Rules](#), [Dispute Resolution Policy](#);

"Applicant" means (i) the person or organization seeking the registration of an .IO Domain Name; (ii) the registered keeper to whom a .IO domain name has been allocated and entered into the Register of .IO Domain Names; or (iii) the registered keeper of the e-mail address of the Administrative Contact; and shall where appropriate include the Applicant's agent.

"NIC.IO" means the organisation and services provided by the IO Domain Registry including any subcontractors directly employed;

"Domain Rules" means the Rules for the .IO Domain and sub-domain which can be found on the World Wide Web at <http://www.NIC.IO/rules.html>;

"Dispute Resolution Policy" means the Dispute Resolution Policy for Domain Names registered with NIC.IO which can be found on the World Wide Web at <http://www.NIC.IO/dres.html> ;

"Terms and Conditions" means the Terms and Conditions for Domain Names registered with NIC.IO which can be found on the World Wide Web at <http://www.NIC.IO/terms.html>;

"Administrative Contact" means the person or organisation responsible for the domain name and to whom all enquiries relating to the registered keeper of the specified Domain Name may be sent;

"Billing Contact" means the person or organisation responsible for paying the fees due to NIC.IO;

"Transferee" means a person or body to whom a Domain Name registered to an Applicant is assigned;

"registration" means all information supplied by the Applicant and contained within an NIC.IO data record;

"tradename" means a name used in the course of trade and by way of business;

Subject to clause 11, once payment has been received the Registration Agreement shall be deemed accepted at the offices of NIC.IO.

#### **2. Fees and Payments.**

2.1 If the Applicant uses an agent for the payment of fees, NIC.IO will first seek

payment from the agent; but if the agent does not pay the fees for whatever reason, NIC.IO will have the right to recover the fees from the Applicant. The Applicant agrees to pay the registration fee as specified by the Applicant's agent (where applicable) or as specified in the NIC.IO Price schedule as consideration for the registration of an .IO domain name. Such payment shall validate the Registration Agreement and confirm acceptance by the Applicant of its terms.

2.2 The Applicant agrees that if the Registration Agreement is entered into by an agent for the Applicant, such as an ISP or Administrative Contact/Agent, the Applicant is nonetheless bound as a principal by all terms and conditions herein. Any applicant for a Second Level Domain Name Space (other than for a Reserved Second Level Domain Name Space) shall pay to IO Domain Name Registry the following sums (a) A non-refundable registration set-up fee upon registration of a domain name. (b) Annual registration fees (currently US\$ 40 per year) payable in advance, for the minimum initial registration period of 10 years, as one lump sum payable at the time of registration. Within a period of fourteen days from the date of first application for the registration of a domain name the Applicant shall be entitled to a refund of all monies paid to IO Domain Registry in circumstances in where the Applicant objects to the Terms and Conditions under which .IO Domain Names are made available. Failure to notify IO Domain Registry within the period of fourteen days from the date of application and payment of the registration fees shall be deemed acceptance by the Applicant of the terms and conditions. The registration fees cover each new registration, and include any permitted modification(s) to the domain name's record during the registration period.

2.3 The acceptance of these terms and conditions by any agent for the Applicant (whether by e-mail or other means) shall bind such agent as if he were a principal to the Registration Agreement and the agent by submitting the application confirms that he has notified the Applicant of the Terms and Conditions.

### **3. Data Protection.**

The Applicant, the Applicant's agent (if applicable) and the Billing Contact grant consent for the Register of . IO Domain Names to include their names and contact details and other details relating to the Applicant's registration. This information (if it refers to individuals) is 'personal data' for the purposes of Data Protection legislation or any legislation replacing or re-enacting the same. NIC.IO shall be permitted by the named Applicant and the Billing Contact and or Applicant's Agent (who shall expressly obtain the consent of individuals whose personal data is to be held on the Register of .IO Domain Names and if such consent is withheld or withdrawn then the agent shall immediately terminate the registration) to allow other organisations and members of the public to access, through WHOIS services, the data for the purpose of obtaining information about the registration of the Domain Name or any other related purpose.

### **4. Accuracy of information.**

4.1 By submitting its application, the Applicant represents that any information, in particular the Registrant and Administrative Contact information, provided in its application is accurate. Any information or any modification to registration information found to be false constitutes a basis for the suspension or cancellation of the Registration.

4.2 The Applicant warrants that any future changes to this information required to maintain its accuracy will be provided to NIC.IO in an expeditious manner according to the domain name modification procedures in place at that time.

4.3 NIC.IO has no obligation to verify the accuracy of any information supplied by the Applicant and may rely on the Applicant's representations in this respect.

4.4 The Applicant represents and warrants that (a) the statements made in its application are complete and accurate; (b) to its knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) Applicant is not registering the domain name for an unlawful purpose; (d) Applicant will not knowingly use the domain name in violation of any applicable laws or regulations; and (e) Applicant's domain name registration does not and will not violate the terms and conditions of the .IO Registration Restriction as set forth in the [Dispute Resolution Policy](#). It is Applicant's responsibility to determine whether a domain name registration infringes or violates someone else's rights.

4.5 The Applicant represents and warrants that it has exercised its best efforts, such as a trademark search, to determine that neither the registration of the Domain Name nor the manner in which it will be directly or indirectly used shall infringe upon or otherwise violate the rights, including trade or service marks, of any third party.

4.6 NIC.IO's remedies against the Applicant for any breach of this clause shall continue to be available notwithstanding any modification, surrender, cancellation or transfer of the registration of the Domain name.

## **5. Dispute Resolution.**

5.1 The Applicant agrees that any dispute arising out of or in connection with the registration or use of a domain name shall be subject to the provisions specified in the [Dispute Resolution Policy](#).

5.2 The Applicant agrees that NIC.IO, in its absolute discretion, may change or modify the Dispute Resolution Policy at any time. The Applicant agrees that if he/she objects to any such change or modification, he/she may request to NIC.IO that the domain name registration be cancelled within 30 days of the date on which the change or modification becomes effective. Absent such request, the change or modification will be deemed accepted by the Applicant.

5.3 The Applicant agrees that by maintaining the registration of a domain name after changes or modifications to the Dispute Policy become effective this constitutes his/her continued acceptance of these changes or modifications.

5.4 Unless the Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply until the dispute is resolved, all such changes will be binding upon the Applicant with respect to any domain name dispute, whether the dispute arose before, on or after the effective date of the change.

5.5 NIC.IO will notify by email to the Administrative Contact of the Applicant any modification to the Dispute Resolution Policy and the period of 30 days referred to in clause 5.2 of this agreement shall commence from the time the email is transmitted to the Administrative Contact.

## **6. Limitation of Liability**

The Applicant agrees that it is technically impracticable to provide services free of faults and NIC.IO does not undertake to do so.

6.1 The Applicant agrees that NIC.IO shall have no liability to the Applicant for any loss (i) in connection with NIC.IO's processing of any application for registration (ii) in connection with NIC.IO's processing of any modification to the domain name record during the period of any registration (iii) resulting from the refusal of NIC.IO to accept any application for registration (save to refund any fee paid by the Applicant to NIC.IO) (iv) as the result of any failure on the part of the Applicant's agent to pay either the initial registration fee or any fee payable on renewal of registration (v) as a result of the application of the Dispute Resolution Policy or the implementation by NIC.IO of any order or decision referred to in [article 4](#) of the Dispute Resolution Policy.

Such claims shall include, without limitation, those based upon intellectual property trademark or service mark infringement, tradename infringement, dilution, tortious interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation. Such shall continue in effect after the termination of the Registration Agreement.

6.2 The Applicant agrees that in no circumstances will NIC.IO be liable for any loss of profit loss of business or anticipated savings suffered by the Applicant howsoever incurred.

6.3 The Applicant agrees that NIC.IO will not be liable for any losses caused by loss of registration or loss of use of the Applicant's domain name or for interruption of business or any indirect special incidental or consequential losses of any kind (including lost profits) whether in contract, tort (including negligence) or otherwise, save as provided in clauses 15.3.

## **7. Non Agency and Non Waiver**

Nothing contained within the Registration Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between NIC.IO and the Applicant or between the Applicant and any other applicant.

## **8. Invalidity**

In the event that any provision of the Registration Agreement shall be found to be unenforceable or invalid under applicable law or be so held by any applicable decision of a Court, such unenforceability or invalidity shall not render the Registration Agreement unenforceable or invalid as a whole. NIC.IO will use its best endeavours within one month of being notified that any such provision is unenforceable or invalid as aforesaid to substitute a valid and enforceable provision which achieves, to the extent possible, the original objectives and intent of NIC.IO as reflected in the original provision.

## **9. Indemnity.**

The Applicant agrees that, by registration of a domain name, such registration does not confer immunity from objection to either the registration or use of the domain name by any party.

9.1 The Applicant shall hold NIC.IO and any of its directors, officers, employees, sub-contractors and agents harmless from any claim by a third party arising out of or in connection with

(1) the registration or use of a domain name or (2) the implementation by NIC.IO of any order or decision issued on the basis of the Dispute Resolution Policy.

Such claims shall include, without limitation, those based upon intellectual property trademark or service mark infringement, tradename infringement, dilution, tortious interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation. Such obligation shall continue in effect after the termination of the Registration Agreement.

9.2 NIC.IO recognizes that certain educational and government entities may not be able to provide indemnification. If the Applicant is (i) a governmental or non-profit educational entity and (ii) not permitted by law or under its organisational documents to provide indemnification, the Applicant must notify NIC.IO in writing before making payment to NIC.IO and, upon receiving appropriate proof of such restriction, NIC.IO will provide an alternative indemnification provision for such an Applicant.

#### **10. Burden to maintain accuracy rests with Applicant.**

The Applicant acknowledges that NIC.IO does not have the legal obligation to screen information submitted by the Applicant to determine the accuracy of the information held by NIC.IO nor if the information may infringe upon the right(s) of a third party. It is the responsibility of the Applicant to ensure that such information remains accurate.

#### **11. Right of Refusal and Cancellation.**

11.1 NIC.IO, in its absolute discretion, reserves the right to refuse to approve the Registration Agreement for any Applicant. The Applicant agrees that the submission of an application does not obligate NIC.IO to accept the Registration Agreement. The Applicant agrees that NIC.IO shall not be liable for loss or damages that may result from NIC.IO's refusal to accept the Registration Agreement. If the application is not accepted, NIC.IO will notify the Applicant or the Applicant's agent and return any payments received.

11.2 In the event of a breach by the Applicant of any provision of the Registration Agreement, NIC.IO, in its discretion, shall have the right to cancel the registration, without any refund entitlements for the Applicant and without prejudice to any other remedies to which NIC.IO may be entitled.

#### **12. Rules for the .IO domain.**

NIC.IO will process the application and consider whether to accept or reject it in accordance with these terms and conditions including the criteria laid down in NIC.IO's [Domain Rules](#) in force at the time of the application for registration, transfer or renewal.

#### **13. Transfer, Modification or Surrender of Domain Name.**

The Applicant (either directly or via an agent) may transfer, modify or surrender the registration of the Domain Name via the appropriate email form. A domain name registration may be removed by requesting NIC.IO to delete the domain name entry by sending an e-mail from the registered administration e-mail account to which a confirmation e-mail will be sent and from which an acknowledgement must be received by NIC.IO before the requested action will be undertaken. Once the Domain Name and the Applicant's details have been entered in the Register of .IO Domain Names no refund of fees will be payable by NIC.IO (except as provided in clause 15.3 of this agreement). NIC.IO reserves the right to charge a fee for all transfers, modifications or

deletions.

#### **14. First Come, First Served.**

NIC.IO is entitled to register Domain Names on a first come, first served basis. Applicants are advised not to take any steps in reliance upon the prospective registration of a Domain Name before it becomes a registration entered in the Register of .IO Domain Names.

#### **15. Termination.**

15.1 The Applicant may terminate the Agreement by having the registered domain name deleted from the .IO Register of Domain Names.

15.2 Termination of the Agreement shall not determine rights and obligations between the parties which are of a continuing nature nor shall modification, surrender, cancellation or transfer of the Domain Name extinguish any rights which have accrued under the terms of this agreement.

15.3 If for reasons beyond the control of the IO Domain Registry, including actions of any person or corporate or government body exercising (or claiming to exercise) any rights to take control of the IO Top Level Domain Name Space (whether such actions are carried out in the name of the government of the British Indian Ocean Territory or otherwise), IO Domain Registry is prevented from providing the service under this agreement the IO Domain Registry shall refund to the Applicant who has fully paid the registration fees under clause 2.2 the sum of US\$40 for each complete unexpired year of this agreement.

15.4 The IO Domain Registry shall not be liable to the Applicant for any damages or consequential loss following the cancellation of the service under this agreement where such cancellation results from actions of any person or corporate or government body exercising (or claiming to exercise) any rights to take control of the IO Top Level Domain Name Space (whether such actions are carried out in the name of the government of the British Indian Ocean Territory or otherwise) .

#### **16. Intellectual Property rights.**

NIC.IO does not accept any responsibility for the registration or use of any Domain Name or information generally held on the Register of .IO Domain Names and in particular for any conflict with trade marks, registered or unregistered, or with any other intellectual property rights.

#### **17. Entirety of understanding.**

The Applicant agrees that the Registration Agreement is the complete and exclusive agreement between the Applicant and NIC.IO regarding the registration of the Applicant's domain name. This Registration Agreement supersedes all prior agreements and understandings, whether established by custom, practice, policy, or precedent. Except where provided otherwise in the Registration Agreement including Articles 5.2, 13 and 19 of the Terms and Conditions, no variation may be made to the Registration Agreement unless such is in writing and signed by a duly authorised representative of the Applicant and NIC.IO.

#### **18. Assignment.**

The Registration Agreement may be assigned by NIC.IO. The Applicant may assign the Registration Agreement subject to any change made pursuant to clause 19 below, and transfer the registration of the Domain Name, by strict adherence to the procedure in force at the time of transfer and payment of the appropriate transfer fee applicable at the time of the transfer. No other method of assignment is permitted.

## **19. Renewal or Transfer**

NIC.IO may vary the terms of the Registration Agreement on renewal, modification of information contact information held by nic.IO or transfer of the registration of the Domain Name. All assignments and renewals will be pursuant to the Terms & Conditions current at the time of the transfer or renewal and, in the case of a transfer, as agreed by the Transferor.

## **20. Notice.**

20.1 Save as otherwise provided in this clause any notice to be given under the Registration Agreement shall only be deemed to be served if delivered by hand or sent by pre-paid first class 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 by hand, on delivery; if sent by fax or e-mail, when the sender receives confirmation of receipt; and if sent by post, on the seventh day after posting.

20.2 Any notices to the Applicant concerning a dispute under the provisions of the Dispute Resolution Policy shall be validly delivered if sent by e-mail to the address of the Administrative Contact as specified in the Applicant's registration.

## **21. Clause headings.**

Clause headings are for ease of reference and are not part of the Registration Agreement and accordingly shall not affect its interpretation.

## **22. Jurisdiction and applicable law.**

The Registration Agreement shall be governed by English Law in every particular including information and interpretation and shall be deemed to have been made in England. Any legal action concerning the Registration Agreement shall be brought in England.