

# MS:

## Terms and Conditions

These terms and conditions relate to all completed registration forms for the Top Level Domains which are accepted by the Company.

### 1. Applications to register

All applications must be made by e-mail using the template provided, which should be completed but otherwise not modified in any way.

### 2. Acceptance and payment

While the domain name applied for, if in accordance with our naming policy and not already in use, will normally be allotted to the applicant, the Company reserves the right to refuse registration without giving reasons. Acceptance and payment of the annual fee (currently US\$50) creates an agreement for 12 months. Applicants may be invoiced by the Company, or may choose to have the amount collected by the Company from the applicant's account with Visa or Mastercard.

Applicants who are concerned about the security implications of transmission in clear may use PGP encrypted e-mail. Successful applicants will be supplied with a password which should at all times be used when in any communication with the Company after registration. Applicants are responsible for their own security so far as their password is concerned, and where the Company acts on instructions received under password which relate in any way to this contract, no liability will be accepted arising from wrongful use of the password.

Successful applicants will be supplied with a password which must at all times be used when in any communication with the Company after registration. If desired this password may come from a previously registered object in the Company's registration database.

### 3. Termination by the applicant

This agreement and the licence referred to below may be terminated at any time by the applicant by giving the Company 28 days notice in writing (electronic e-mail message being regarded as writing for this purpose) but no refund of fees shall be made in this event. As a precaution against unauthorised termination, applicants must include the password supplied by the Company when the domain was registered.

### 4. Renewal

If the Company has not received notice of termination, this agreement will be renewed at the end of the first year (subject to the Company's termination rights set out below) and on each subsequent anniversary, on the Terms and Conditions then in force, and the annual fee for the time being will be collected from the applicants credit card account.

### 5. Licence

Acceptance of your application creates a licence for you to use the domain name allotted to you for access to the information on the Internet during the currency of this agreement, subject to the obligations of the applicant and the termination rights of the Company set out below

## **6. Obligations of the applicant**

- a. Not to use the domain name in breach of the trademark, copyright or other intellectual property rights of third parties
- b. Not to use the domain name for any illegal or immoral purpose, or for any purpose likely to bring the name of the Company into disrepute
- c. Not to grant domain names to any sub-domain users except on terms identical so far as possible with these Terms and Conditions
- d. To submit and maintain accurate electronic records of the details required by the application form.

## **7. Termination by the Company**

The Company may cancel this agreement or suspend delegation of a name on seven days written notice (electronic e-mail message being regarded as writing for this purpose):

- a. If the name is administered in a way likely to endanger operation of the Top Level Domain
- b. If the terms of this agreement have been broken by the applicant
- c. If in the opinion of the Company the name is being used in a manner likely to cause confusion to internet users
- d. If it has come to the Company's attention that legal action has been commenced regarding use of the name

## **8. Arbitration**

- a. If an applicant disputes the Company's decision to terminate this agreement or to suspend delegation of a name the Company will, at the applicant's request, refer the termination or suspension to an Arbitrator for a written decision whether the action was justified
- b. The Arbitrator will be chosen at random from among the list of independent experts kept by the Company
- c. The Company will within 7 days of the appointment of the arbitrator:-
  1. Supply him with copies of all documents (to include letters, e-mails and faxes) in its possession relevant to the dispute
  2. Notify the applicant who the arbitrator is, supply the applicant with copies of all documents sent to the arbitrator and invite the applicant to send the arbitrator a submission in writing within 14 days
- d. The Arbitrator, who shall decide on the basis of written submissions only, shall give his decision in writing to the Company and the applicant within 28 days of his receipt of the documents referred to in 8(c)(i) above
- e. The Arbitrator's decision shall be final
- f. The costs of the arbitration shall be paid in equal parts by both parties