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Domain name terms and conditions

Domain Name Terms & Conditions

The following terms and conditions apply to the **domain registration** service:

1. Governing Bodies

Route22 works as an agent for Fasthosts, which has been granted the right to provide Internet domain registration services for second-level domain names within the .com, .org, .net, .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains.

ICANN oversees the .com, .org and .net top-level domains. Nominet oversees the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains.

Upon receipt of domain name registration information from you, Route22 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. Network Solutions, Inc. currently acts as the registry administrator for the .com, .org, and .net top-level domains. Nominet UK acts as the registry administrator for the .co.uk, .org.uk, .ltd.uk and .plc.uk top-level domains .

2. Selection of a domain name

You represent that, to the best of the 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 upon 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.

If you are registering your name during the finite period of time when owners of trademarks and service marks issued prior to October 2, 2000 and having national effect will have the exclusive opportunity to register identical domain names ("Sunrise Period"). You acknowledge and agree that registrations for domain names during the Sunrise Period will only be accepted for a minimum registration term of five (5) years .

3. .name RESTRICTIONS

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.

4. FEES

As consideration for Route22 providing domain name registration services to you, you agree to pay Route22, prior to the approval of the desired domain name registration, the amounts set forth in the Route22 Price Schedule, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.

Your application will not be registered until Route22 receives actual payment of the registration fee. If Route22 does register a domain name prior to payment of the registration fee, Route22 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.

In the event of a charge back by a credit card company or other payment provider authorized by Route22, the domain name registration shall be transferred to Route22 as the paying entity for the registration. Route22 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 UK £100.

Payment must be made by bank transfer, cheque or other methods we indicate in registration application or renewal. We will renew your name for you provided your billing information is available and up to date. If your billing information is not accurate but we have accurate contact information and you wish to renew your domain name registration, we will contact you to update this information and charge accordingly.

We reserve the right to make an additional administration charge where customers have attempted to register a domain name with multiple registrars.

5. TERM

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 the term of this Registration Agreement shall be extended accordingly. Should the domain name be transferred to another Registrar, the terms and conditions of this contract shall cease.

To ensure your domains are not lost we operate a positive renewal system on all our domains - you will be notified in advance that your domain is about to expire and given the option to opt out of the renewal, if for any reason you do not contact us, then we will ensure your registration continues and automatically renew your domain. This is not refundable and it is your responsibility to ensure valid contact and payment details are on your account at all times - failure can lead to suspension.

6. DISPUTE POLICY

You also agree that in the event a domain name dispute arises with any third party, you shall indemnify and hold Route22 harmless pursuant to the terms and conditions contained in the Dispute Policy for the appropriate TLD Authority.

7. CHANGES TO REGISTRATION AGREEMENT AND DISPUTE POLICY

You acknowledge and recognize that the domain name system and the practice of registering and administering domain names are continuously evolving, and acknowledge and agree that Route22 may modify this Agreement and the Dispute Policy as necessary from time to time to comply with any agreements by which Route22 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. 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 domain name registrar.

8. DOMAIN NAME REGISTRATION INFORMATION AND ITS USE

8.1. Information you are required to Submit

As part of the registration process, you are required to submit to Route22 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.

You shall provide and maintain updated information at all times with Route22. Route22 at its option may refuse to renew any registrations unless you maintain current and updated information at all times.

Route22 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 Route22 makes available to domain name registrants.

8.2. Additional Information Maintained About your Registration

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 us 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 zone contact 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.

8.3. 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.

8.4. Disclosure and Use of Registration Information

You agree to authorize Route22 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 Route22 may make publicly available, some or all of the domain registration information provided by you, for purposes of inspection such as through a WHOIS service, for targeted marketing, or for any other 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 Route22 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 access your domain name registration information in Route22's possession to review, modify or update such information.

We will not process any data about any identification natural 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 our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

9. OWNERSHIP OF DATA

You agree and acknowledge that Route22 or its supplier of domain registration services 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 Fasthosts acts as the registrar including:
 - (i) the original creation date of the registration;
 - (ii) the expiration date of the registration;
 - (iii) 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;
 - (iv) remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and
 - (v) other information generated or obtained in connection with the provision of domain name registration services, other the domain name being registered, and the IP names and addresses of the primary nameserver and any secondary nameservers.

Route22 does not have any ownership interest in your specific personal registration information outside of your right in our domain name database.

10. TRANSFER OF OWNERSHIP

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 us in our sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

11. AGENTS AND LICENSES

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.

12. LIMITATION OF LIABILITY

You agree that Route22 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 Route22 has been advised of the possibility of such damages, and in particular Route22 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 Fasthosts;
- (g) processing of an application for domain name registration; or
- (h) application of the Dispute Policy.

Route22 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.

Route22 maximum aggregate liability shall not exceed the greater of:

- (a) the total amount paid by you for registration of the domain name; and
- (b) £50.00 (UK Pounds).

13. INDEMNIFICATION OF Route22

You agree to defend, indemnify and hold harmless Route22 and the registry administrator, including our 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.

14. REPRESENTATIONS AND WARRANTIES

You represent and warrant that: (a) all information provided in connection with your domain name registration is accurate; and (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.

You acknowledge and agree that all domain name registration services provided to you by Route22 are provided on an "as is" basis. Route22 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. Route22 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.

15. BREACH AND REVOCATION

Route22 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 Route22, UKReg, Fasthosts 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 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 Route22, a registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

You also agree that Route22 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 Route22 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:

(a) providing inaccurate information;
(b) failing to update information promptly; or
(c) failing to respond to Route22'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.

16. OTHER TERMS AND CONDITIONS

Force Majeure. Route22 shall not be responsible for any failure to provide any service or perform any obligation because of any act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

Non-Waiver. The failure of Route22 to require your performance provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Route22 of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Survival. The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable not with standing termination of the Agreement for any reason. However, neither party shall be liable to other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each party shall be liable for any damage from any breach by it of this Agreement.

Notice. You agree that any notice or communications required or permitted to be delivered under this Agreement by Route22 to you shall be deemed to have been given if delivered by e-mail, overnight mail or United States mail in accordance with the contact information you have provided.

Governing Law. Except as otherwise set forth in the Dispute Policy with respect to disputes, this Agreement, your rights and obligations and all contemplated by this Agreement shall be governed by the laws of the United Kingdom.

Legal Fees. If any legal action or proceeding, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is brought by any party to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, expert witness fees, costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.

Assignment. You shall not assign, sub-license or transfer your rights or obligations under this Agreement to any third party without the prior written consent of Route22. However, in the event that Route22 consents to such an assignment, sub-license or transfer, then this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

17. GENERAL

Entire Agreement This Agreement constitutes the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to here in. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth here in.

Amendment in Writing. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of Route22

Further Assurances The parties shall execute such further and other documents and instruments and take such further and other actions as may be necessary to carry out and give full effect to the transactions contemplated by this Agreement.

Relationship of the Parties Nothing in this Agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.

Joint and Several Obligations. If any party consists of more than one entity, their obligations here under are joint and several.

No Third Party Beneficiaries This Agreement does not provide and shall not be constructed to provide any third parties, with any remedy, claim, cause of action or privilege.

Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Route22 will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Route22 as reflected in the original provision.

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

18. Specific TLD Registration Agreements

- [Terms and conditions](#) for .UK domain names
- [Terms and conditions](#) for .TV domain names
- [Terms and conditions](#) for .BIZ IP claims
- [Terms and conditions](#) for .NAME domain names

ROUTE22 LIMITED

- [Terms and conditions](#) for .COM, .NET and .ORG domain names

Please note: by signing up for any of our services you agree to be bound by all Fasthosts terms and conditions .