

Domain name terms and conditions

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

Governing Bodies

Blue spark Ltd ("blue spark") provides domain registration services for second-level domain names within the .com, .org, .net, .uk, .mobi, .eu, and other top-level domains.

[ICANN](#) oversees the .com, .org, .mobi and .net top-level domains. [Nominet](#) oversees the .uk top-level domains and [EURID](#) acts as the registry administrator for the .eu top-level domain.

Upon receipt of domain name registration information from you, blue spark 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.

Domain names are not deemed to be successfully registered until they appear in the relevant whois database of the top-level domain name registrar. In the event that a domain name is unavailable when we attempt to register it we will provide a full refund for that domain name.

Selection of a Domain Name

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 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.

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 [terms & conditions of Nominet](#) :

<http://www.nominet.uk/resources/policy/policies-rules/>

If you are registering the domain for a third party, you further agree that they have read and agree to the Nominet T&Cs as well.

Fees and Charges

As consideration for providing domain name registration services to you, you agree to pay blue spark, prior to the approval of the desired domain name registration, the amounts set forth in the blue spark 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 we receive actual payment of the registration fee. If we do register a domain name prior to payment of the registration fee, we reserve 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 non payment the domain name registration shall be cancelled or transferred to blue spark as the paying entity for the registration.

We reserve the right to pass on any administration charges from the domain registrars and to charge for time spent liaising with the registrars in the event of a dispute about the ownership of a domain, transferring ownership, changing registration details and in any other situations that the registrars levy a charge.

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 or agent, then 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 – unless you contact us to opt out of the renewal at least 31 days prior to the renewal date. 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 of the domain.

Dispute Policy

You agree to be bound by the Uniform Domain Name Dispute Resolution Policy (the "Dispute Policy"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference. A link to the Dispute Policy can be found at the end of this document.

The Dispute Policy governs any dispute between you and any party other than us over the registration and use of the domain name. The specific disputes which are subject to the Dispute Policy are contained in the Dispute Policy. You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time the domain name registration is disputed by a third party.

You also agree that in the event a domain name dispute arises with any third party, you shall indemnify and hold blue spark and/or its suppliers harmless pursuant to the terms and conditions contained in the Dispute Policy.

Changes to 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 blue spark may modify this Agreement and the Dispute Policy as necessary from time to time to comply with any agreements by which blue spark 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.

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.

Disclosure and Use of Registration Information

You agree to authorize blue spark to provide any information to ICANN, Nominet and any other registry administrator and to other suppliers and other third parties as the registry and applicable laws may require or permit. You acknowledge and agree blue spark 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 or for any other purpose as required or permitted by the registry administrator and applicable laws.

In addition, you acknowledge that ICANN, Nominet and any other registry administrator may establish guidelines, limits and requirements that relate to the amount and type of information that blue spark 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 all claims and causes of action you may have arising from such disclosure or use of the domain name registration information.

We will not process any data about any identification of a 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.

Transfer of Ownership

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. Any fees imposed by the registry administrator in transferring a domain must be paid through your new agent. Blue Spark can help initiate a transfer, but completion will depend on the Transferee completing the required actions before the transfer will be complete.

Transfer of Agent

If you choose to use a different domain registration agent to manage your domains then you agree that prior to the transfer of your domain name to another agent you shall ensure that all amounts outstanding with regards to the domain registration and any other service provided for you by Blue Spark shall be paid in full. Your domain name will not be transferred until we have had the opportunity to review any outstanding payments due (whether invoiced or not) and have received such payments. Any fees imposed by the registry administrator in transferring a domain must be paid through your new agent. Blue Spark can help initiate a transfer, but completion will depend on the agent completing any required actions before the transfer will be completed.

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.

Limitation of Liability

You agree that blue spark and its suppliers shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of business or profits, arising out of or in connection with this Agreement, even if blue spark has been advised of the possibility of such damages, and in particular Blue spark and its suppliers 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 Blue spark and its suppliers;
- (g) processing of an application for domain name registration; or
- (h) application of the Dispute Policy.

Blue spark 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.

Blue spark's 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).

Indemnification

You agree to defend, indemnify and hold harmless blue spark, its suppliers and the registry administrator, including our and their 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.

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 are provided on an "as is" basis. Blue spark and its suppliers 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. Blue spark and its suppliers 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.

Breach and Revocation

Blue spark and its suppliers reserves the right, without notice, 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; or
- (d) grounds arise for such suspension, cancellation, transfer or other modification as provided in this Agreement.

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 blue spark or its suppliers, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.

You also agree that blue spark 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 blue spark or its suppliers receive 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 inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request;

shall constitute a material breach of this Agreement and will alone be sufficient basis for cancellation of your domain name registration.

Other Terms and Conditions

Force Majeure. Blue spark or its suppliers 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 blue spark to require your performance provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by blue spark 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 blue spark 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 blue spark. However, in the event that blue spark 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.

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 blue spark.

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. blue spark 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 blue spark 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.

Specific TLD Registration Agreements

- [Terms and conditions](http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/) for .UK domain names
(<http://www.nominet.org.uk/registrants/aboutdomainnames/legal/terms/>)
- The ICANN [Uniform Domain Name Dispute Resolution Policy](#)

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

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