Terms and Condition for services provided by AS207960

AS207960 Cyfyngedig Legal Department

September 27, 2020

Table of Contents

1   Parties of this agreement

Between:
AS207960 Cyfyngedig
Address:
13 Pen-y-lan Terrace
Caerdydd
CF23 9EU
Cymru
Trading As "AS207960"
Company Number: **12417574**

The party providing services, herinafter referred to as 'we', 'us', 'our', 'the service provider', 'the provider', 'the registrar'.

And:
The End User

The party receiving access to services, hereinafter referred to as 'you', 'your', 'the service receiver', 'the receiver', 'the end-user', 'registrant'

2   Term

This agreement will remain in effect during the term of services provided to you by us. This agreement will terminate when we do not provide any services to you.

3   Fees

You agree to pay us the applicable service fees prior to the activation of service. All fees payable hereunder are non-refundable even if your service is suspended, canceled, or transferred prior to the end of your current term.

4   Domain registration

4.1   Registration

Domain name registrations are for a limited term, which ends on the expiration date communicated to you. A domain name submitted through us will be deemed active when the relevant registry accepts your application and activates your domain name registration or renewal. We cannot guarantee that you will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of application. We are not responsible for any inaccuracies or errors in the domain name registration or renewal process.

4.2   Expiry

The registered domain name will expire on the expiration date as communicated to you. In the event that you fail to renew the domain name in a timely fashion, the registration will expire and we may, at our discretion, elect to assume the registration and we may hold it in our account, delete it, or sell it to a third party. During the period following the expiration of a domain name, the domain name will cease to resolve. You acknowledge and agree that your right and interest in a domain name ceases upon its expiration. You are solely responsible for informing yourself of the date of expiration and renewing its registration in a timely manner. Additional costs for the redemption and re-registration will apply.

4.3   Suspension

We, in our sole discretion, may suspend or cancel your domain name registration:

1. if you breach this agreement

2. if you fail to provide payment or accurate contact or billing information

3. in the event of an error in the registration process for a domain name

4. as required by ICANN or a registry operator

5. to protect our integrity and stability and that of any applicable registry

6. to comply with any applicable laws, government rules, requests of law enforcement and court orders

7. in compliance with any dispute resolution process

8. to avoid any liability, civil or criminal

4.4   Registrant information

You must provide the following information as part of the domain name registration process, and promptly correct and update during the term of the registration:

1. Name and postal address of the registered name holder

2. Registered name

3. Names of the primary nameserver and secondary nameserver(s) for the registered name

4. Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name

5. Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name

6. Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the technical contact for the domain name

4.5   Accurate information

You represent and warrant that:

1. the statements that you make in connection with the domain name registration, maintenance, or renewal are complete and accurate

2. your information will be kept current

3. you will not and will not permit others to use the domain name in violation of any ICANN or registry policies, applicable laws or regulations, or legal rights of others

4. you will respond to inquiries from us addressed to the email address of you, the administrative, billing or technical contact with respect to a domain name concerning the accuracy of contact details

You acknowledge that a breach of this section will constitute a material breach of the Agreement, which will entitle either us or a registry to terminate this agreement immediately upon such breach without any refund and without notice to you.

4.6   ICANN required disclosures

Domain name registration requires sharing your information, in whole or in part, with the applicable registry operator and with ICANN. As required by ICANN, this information must be made publicly available by means of WHOIS, and the registry operator also may be required to make this information publicly available by WHOIS. Both we and the registry operator may be required to archive this information with a third-party escrow service. You consent to and permit all such required disclosures. Further, you represent and warrant that, if you are providing information about a third party, you have notified the third party of the required disclosures and the purpose for the disclosures and you have obtained the third party's consent to such disclosure. ICANN may establish or modify the guidelines, limits or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available.

4.7   No guarantee

You acknowledge that registration of a chosen domain name does not confer immunity from objection to the registration, reservation, or use of the domain name.

4.8   Designated agent

Both we as well as you shall be considered designated agents of registered names with regard to the management and registration of a domain name with regard to ICANN, registry, or other parties involved in the registration process. As a designated agent of the registered name, we are at any time authorized to execute transactions deemed necessary for the management of a domain name including data updates or transfers.

4.9   Loss of accreditation

In the event that we, in accordance with the policies of the registry, can not maintain the registration of your domain name or our accreditation, we shall be entitled to extraordinary termination of the registration agreement with you with 14 days to the end of the month.

4.10   Annoucements

We reserve the right to distribute information to you that is required by ICANN or Registry policy.

4.11   Inconsistencies with registry policies

In the event that this agreement may be inconsistent with any term, condition, policy or procedure of an applicable registry, the term, condition, policy or procedure of the applicable registry shall prevail.

4.12   Transfers

By applying for a domain transfer from another provider to us, you confirm that you are authorized to dispose over the domain name. After the transfer is completed the domain owner is obliged to review the accuracy of the data on record in the registration database for the domain name and to correct them if necessary. We are authorized to undo domain name transfers in case a previous transfer of the domain name occurred without the authorization of a previous registrant of record, or in case control over the domain was unlawfully lost by a previous registrant of record.

4.13   TLD specific clauses

4.13.1   .uk

Registrations for .uk domains are subject Nominet's Terms and Conditions[1]. You will also provide us with the entity type for the domain registrant.

4.13.2   .de

Registrations for .de domains are subject to DENIC's Terms and Conditions[2].

4.13.3   .be

Registrations for .be domains are subject to DNSBelgiums's Terms and Conditions[3].

4.13.4   .space, .online

Registrations for .space, and .online domains are subject to Radix's Terms and Conditions[4].

4.13.5   .academy, .life, .business, .pizza, .systems, .guide, .email

Registrations for .academy, .life, .business, .pizza, .systems, .guide, and .email domains are subject to Donuts's Terms and Conditions[5].

---

[1] https://www.nominet.uk/go/terms
[2] https://www.denic.de/fileadmin/public/documents/DENIC-Domainbedingungen__EN.pdf
[3] https://www.dnsbelgium.be/en/terms-and-conditions-be-domain-names
[4] https://radix.website/policies
[5] http://www.donuts.co/policies/

4.13.6   .pw

Registrations for .pw domains are subject to Radix's .pw Terms and Conditions[6].

4.13.7   .ch, .li

Registrations for .ch, and .li domains are subject to SWITCH's General Terms and Conditions[7].

4.13.8   .fi

Registrations for .fi domains are subject to the Finnish Domain Name Regulations[8]. You will also provide us with the entity type for the domain registrant, as well as a national ID number for Finnish registrations, or a date of birth for foreign registrations.

4.13.9   .app

Registrations for .app domains are subjects to Charleston Road Registry's .app Registration Policy[9].

4.13.10   .dev

Registrations for .dev domains are subjects to Charleston Road Registry's .dev Registration Policy[10].

4.13.11   .soy

Registrations for .soy domains are subjects to Charleston Road Registry's .soy Registration Policy[11].

4.13.12   .how

Registrations for .how domains are subjects to Charleston Road Registry's .how Registration Policy[12].

4.13.13   .new

Registrations for .new domains are subjects to Charleston Road Registry's .new Registration Policy[13].

4.13.14   .page

Registrations for .page domains are subjects to Charleston Road Registry's .page Registration Policy[14].

4.13.15   .fm

Registrations for .fm domains are subjects to BRS Media's .fm Registration Policy[15].

4.13.16   .radio.fm

Registrations for .radio.fm domains are subjects to BRS Media's .radio.am Registration Policy[16].

4.13.17   .radio.am

Registrations for .radio.am domains are subjects to BRS Media's .radio.fm Registration Policy[17].

---

[6]http://registry.pw/policies.php
[7]https://www.nic.ch/terms/agb/
[8]https://registry.domain.fi/s/docs/FICORA682016M.pdf
[9]https://www.registry.google/policies/registration/app/
[10]https://www.registry.google/policies/registration/dev/
[11]https://www.registry.google/policies/registration/soy/
[12]https://www.registry.google/policies/registration/how/
[13]https://www.registry.google/policies/registration/new/
[14]https://www.registry.google/policies/registration/page/
[15]https://dot.fm/policy/
[16]https://radio.am/policy/
[17]https://radio.fm/policy/

4.13.18   .icu

Registrations for .icu domains are subjects to ShortDots's .icu Registration Policy[18].

4.13.19   .wang

Registrations for .wang domains are subjects to Zodiac Leo's .wang Registration Policy[19].

4.13.20   .vip, .work

Registrations for .vip, and .work domains are subjects to Minds + Machines's Registration Policy[20].

4.13.21   .club

Registrations for .club domains are subjects to .Club Domains's Registration Policy[21].

4.13.22   .mobi

Registrations for .mobi domains are subjects to mTLD's Registration Policy[22].

4.13.23   .io

Registrations for .io domains are subjects to .IO's Registration Policy[23].

4.13.24   .ac

Registrations for .ac domains are subjects to .AC's Registration Policy[24].

4.13.25   .sh

Registrations for .sh domains are subjects to .SH's Registration Policy[25].

4.13.26   .co

Registrations for .co domains are subjects to .CO's Registration Policy[26].

4.13.27   .live, .studio, .rocks

Registrations for .live, .studio, and .rocks domains are subjects to UnitedTLD's Registration Policy[27].

5   IP (Internet Protocol) services

IP related services encompass any service in which we agree to exchange Internet Protocol version 4 or version 6 datagrams with you, solely for the purposes of carrying arbitrary data at a higher protocol level, and not where the IP packets received by us from you or sent to you by us are for the express purpose of providing another one of our services.

5.1   Service Guarrantee

We will provide IP related services on a best effort basis. As is inevitable in any IP network packets may be dropped and we do not provide a guarantee on minimum throughput or maximum packet loss.

---

[18] https://nic.icu/terms/
[19] http://en.nic.wang/policy.html
[20] http://mm-registry.com/policies/
[21] https://nic.club/wp-content/uploads/2020/02/CLUB_POLICIES.pdf
[22] http://mtld.mobi/domain/policies
[23] http://www.nic.io/terms.html
[24] http://www.nic.ac/terms.html
[25] http://www.nic.sh/terms.html
[26] http://www.go.co/company/domain-management/registration-policies
[27] http://rightside.co/fileadmin/downloads/policies/UnitedTLD_Registration_Terms.pdf

5.2 Abuse

In the event we receive notice of abuse of our IP related services by you or any party related to you, we will give notice that, unless agreed to in writing otherwise, you shall have one working week to either;

- cease a desist from such activities

- provide an explanation for your actions, to be deemed a satisfactory explanation solely by us

If neither of these conditions is met, your IP services shall cease and you shall be barred from receiving IP services from us in any capacity in the future.

5.3 BGP Peering

In the event you wish to connect with us utilising a BGP session (Border Gateway Protocol), this subsection applies.

We reserve the right to refuse peering or terminate existing peering for any reason and without explanation. In general, our peering policy as published on our website applies, although we may for any reason impose stricter restrictions on peering.

6 Modifications

We may modify this agreement at any time. We agree to inform you of the change of the terms and conditions by mail or e-mail unless such notification requires unreasonable effort. You can object to modifications within 14 days of the sending date of the notification. Should you object, we may choose to terminate the agreement within 14 days or at the next possible termination date. If you do not object, the new terms and conditions shall be regarded as accepted by you and shall become part of the contractual relationship.

7 Breach

You agree that failure to abide by any provision of this agreement, any ICANN, registry, URDP, or dispute operating rule or policy, may be considered by us to be a material breach and that we may provide written notice, describing the breach, to you. If within fifteen calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the agreement, then we may delete resources associated with this agreement. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other, breach by you.

8 Warranties

Except for the express warranties in this agreement, we do not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, and non-infringement. We are not responsible or liable for the deletion or failure to store any content and other communications maintained or transmitted through the use of our services. We do not warrant that the services will be error-free or uninterrupted. The services are not intended for high-risk activities.

9 Limitation of liability

You agree that our entire liability, and your exclusive remedy, with respect to the domain registration service provided under this agreement and any breach of this agreement, is solely limited to the amount you paid for the initial registration of the domain name. We, ICANN and the applicable registries shall not be liable for any lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the extent permitted by law.

10   Notices

Any notice, direction or other communication given under this agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of an e-mail, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender.

11   Force majeure

You acknowledge and agree that we shall not be responsible for any failures or delays in performing the respective obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons, and floods.