

Definitions and interpretation

These terms are not a stand-alone document or contract. They represent the standard wording which forms part of several of our contracts. Since many people will have signed up to more than one service, and since a lot of standard legal wording makes a document harder to read rather than easier we have put all these definitions and interpretations together in one document. This can also act as a sort of glossary of terms to help you understand specific words on our website.

Not all definitions will necessary apply to the service which you are taking out with us.

Definitions

1. In this **contract** the words in bold will have the following meanings unless the context requires otherwise:

abuse - has the meaning given in our **acceptable use policy** from time to time, but includes:

- use which involves the making of excessive **queries** (either in volume or rate);
- use without accepting and abiding by this **contract**;
- doing or failing to do anything which has the object or effect of altering or circumventing the **limit**;
- doing anything which has the object or effect of making it harder for us to discover or prevent abuse; or
- doing anything which has the effect of overloading our system to the detriment of other users.

acceptable use policy - our acceptable use policies in relation to the use of our services (e.g. **whois1**, **whois2**, **DAC** and **Searchable WHOIS**) published on our website from time to time which defines **abuse** and provides binding rules on:

- levels of acceptable use (including the **limit**);
- acceptable or unacceptable methods of use of the services;
- acceptable or unacceptable uses of the data derived or obtained from us;
- activities which are banned because they provide or may provide unfair advantages to particular users or which involve co-operation between users in an attempt to secure an advantage;
- activities which are banned because they endanger or may endanger our system(s) or which may compromise the service we can provide generally to users;
- obligations to require users to declare to us any affiliations they may have with other users;
- obligations on users to require them to provide us with reasonable evidence to prove they are complying with the **acceptable use policy**;
- how the **acceptable use policy** is to be enforced;
- what sanctions apply; and

- anti-avoidance terms, e.g. linking provisions.

the credit and payment terms - are our standard terms for the providing of credit accounts which we use across most of the services we provide in order to assist those who use more than one service (credit is not provided to consumers);

contacts - in our record of you there may be a feature that allows you to specify someone (either yourself or someone else – we may restrict who can act for you) as being the contact person for dealing with element of the administration (e.g. an ‘administration’ contact for dealing with general matters) – the person listed is a ‘contact’;

contract - this will be defined in each specific contract, and will explain what does and does not form part of that contract;

DAC - our ‘Domain Availability Checker’ service which allows users to determine basic information about a domain without returning a **whois** result (available only under the specific contract for that service);

end user - any customer or third party to whom you provide any part of the information or data derived from your use of the service provided by us under this **contract**, whether or not that information is or has been further processed;

fees policy - our policy which sets the basis on which we can charge for services we provide: it is available in full on our website but in summary it says that, where only we can provide a service (e.g. because it is a service that only the registry can provide) we will charge on a ‘cost-recovery’, non-profit basis only. This may be on any basis which achieves this aim, e.g. flat fee, fee per query or fee based on previous usage provided that we do not make a profit overall.

intellectual property rights - trademarks, service marks, registered designs, utility models, patents, applications for any of the foregoing, copyright, design rights, database rights, confidential information, trade and business names and any other similar protected rights in any country whether existing or to be created and whether vested or contingent;

limit - the maximum number and frequency of **queries** in a given time period which you may submit to us under this **contract** which is specified by us in the **acceptable use policy** from time to time;

notify - any duty to notify or give notice may (unless another form is specified) be by email, automaton message (if a standard form is established), EPP response (if a standard form is established), fax or post and shall be effective on the earlier of (a) the time of sending of the electronic communication or fax, (b) two days after posting by first class pre-paid post, or (c) receipt: and shall be validly served if sent to (in the case of us) our address given on our website at the time and (if sent to you) the address we hold for you in respect of this **contract**, or your registered office (if applicable), or the relevant **contact** for the service;

policy - has the same meaning as **acceptable use policy**

query/queries - a request or message to the system which is the subject of the **contract** in the manner and form we specify;

register - the database of those domain names in and under the *.uk* top level domain operated by us and (if we are providing data in relation to any domain names as part of the **contract** which are not recorded with us), the database of those domain names as well;

registrant - the person recorded on the **register** as being the person with whom we have a contract to provide services to in relation to that domain name and who therefore controls it (N.B. some domain names registered before our control of *.uk* started have people listed as registrants who we do not have a contract with and are not therefore obligated to);

registrar - someone who has entered into an agreement with us (the **registrar agreement**) which allows them to access our automated systems and register, renew and maintain domain names on behalf of their customers: the registrar is employed by the registrant to deal with us on the customer's behalf;

registrar agreement - the contract that a **registrar** must enter into with us before they are allowed to interface with our systems on behalf of **registrants**;

registration agent - a previous name for **registrar** (also known as **tag holder**)

searchable WHOIS - the 'public register search service' which allows extended searches of the register (available only under the specific contract for that service);

special status - a **contract** which in 'special status' is one which is in **suspension** or has been limited in some other way (which we will define on our website from time to time) as result of non-compliance;

suspension - while this **contract** is suspended, you shall not be permitted to make any **queries** or use of the service and we shall have no obligations to you but the **contract** shall not be deemed to be terminated and may be reinstated on notice by us to you;

tag holder - the previous name for **registrar** (also known as **registration agent**);

tag holder's agreement/THA - the name for the previous version of the **registrar agreement**;

whois1 - the classic form of **whois** available to the public (available only under the specific contract for that service);

whois2 - a modified form of the **whois** designed for use by those making high volume **whois** queries on behalf of **end users** (available only under the specific contract for that service);

whois1 terms of use - the terms of use of the **whois1**;

2. The following words have special meanings, but will not be put in bold:

us, our, we - Nominet UK, a company limited by guarantee number 3203859 of Minerva House, Edmund Halley Road, Oxford Science Park, Oxford, OX4 4DQ; and

you, your - the person, firm, organisation or company who we contract with (see also '6' below).

Interpretation

3. In this **contract** references to:

3.1. any statute, policy, or the **acceptable use policy**, shall, unless the context otherwise requires, be construed as a reference to that statute, policy, **acceptable use policy** or those terms of use as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

3.2. a 'clause' or 'sub-clause' shall refer to a clause or sub-clause of the **contract**; and

3.3. the heading will not affect the construction of the **contract**.

4. If any clause is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be deemed to be omitted.

5. If you are the operator of a second level domain under *.uk* nothing in this **contract** shall act or be interpreted to act as removing, restricting, transferring to us or otherwise challenging:

5.1. your **intellectual property rights** in the register of that second level domain; or

5.2. your control of that second level domain.

6. Any reference to you in respect of a duty to **notify**, or take instructions, includes any **contact** for that purpose on our records for that service (e.g. if we are required to issue an invoice to you, we can satisfy that obligation by sending it to your listed 'billing contact', whether or not that is actually you).