

# DMST.co.uk Domain Registration Agreement

## 1. The Agreement

1.1 This Domain Registration Agreement (the "Agreement") is between one.com A/S ("one.com", "we," "us," "our," or "Registrar"), and you ("you", "your" or "Registrant"), the person or entity registering a domain through us. By using our services, you agree to all terms and conditions of this Agreement.

## 2. Registration of domain name

2.1 As part of the registration process of a domain name, you are required to provide us with accurate and reliable contact details including:

- a. Full name and postal address of the holder of the domain name;
- b. Names of the primary nameserver and secondary nameserver(s) for the domain name;
- c. Name, postal address, e-mail address, voice telephone number and fax number (if available) of the administrative contact for the domain name;
- d. Name, postal address, e-mail address, and voice telephone number and fax number (if available) of the billing contact for the domain name; and
- e. Name, postal address, e-mail address, and voice telephone number and fax number (if available) of the technical contact for the domain name.

2.2 We do not guarantee that you can register a desired domain name, even if our system indicates that the domain name is available.

2.3 A domain name will be deemed active when the relevant registry accepts the domain name application and activates the domain name registration or renewal.

2.4 We are not responsible for any inaccuracies or errors in the domain name registration or renewal process.

2.5 You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to either the registration, reservation, or use of the domain name.

### 3. Your representations

3.1 By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that

a. the statements that you made in connection with the domain name registration, maintenance or renewal are complete and accurate;

b. to the best of your knowledge the registration of the domain name and the manner in which it directly or indirectly used will not infringe upon or otherwise violate the rights of any third party;

c. you will not be involved in distribution of malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engage in activity contrary to applicable law;

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

e. that you will correct and update information about you within seven (7) days of any change;

f. that you will respond within fifteen (15) days to any inquiries by us concerning the accuracy of contact details associated with your domain name registration.

your domain will be transfer locked to prevent unauthorized changes.

3.2 You acknowledge that a breach of your representations will constitute a material breach of the Agreement, which will entitle

either us or a registry to terminate this Agreement immediately upon such breach and/or suspend and/or cancel the domain name registration without any refund and without notice to you.

## 4. Fees

4.1 As consideration for the services you have selected, you agree to pay us the applicable service(s) fees. Our fees can be found at [our website](#). All fees are invoiced the web space owner as registered with one.com.

4.2 All fees payable hereunder are non-refundable even if your domain registration is suspended, cancelled or transferred prior to the end of your registration term.

## 5. Term

5.1 This Agreement will remain in force during the term of your domain name registration 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, the term of this Agreement will be extended accordingly. Should you transfer your domain name or should the domain name otherwise be transferred due to another registrar, the terms and conditions of this Agreement shall cease.

## 6. Modifications to the Agreement

6.1 You agree that we may modify this Agreement or any other related and/or applicable agreement, as is necessary to comply with our agreements with or requirements from ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances. All amendments to this Agreement will be posted on our website. Your continued use of the services constitutes acceptance of the modified terms.

6.2 If you do not agree to any change, you may request that your domain name be cancelled or transferred to a different accredited registrar, and agree that such cancellation or transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

## 7. Domain name renewals and forfeiture

7.1 We renew the registration of generic top level domains ("gTLD") prior to its expiration provided that you pay the applicable fees.

7.2 Prior to the expiration of the domain name we notify the registrant of the domain twice with instructions for renewing the domain name. The first notice is send via e-mail approximately one month prior to expiration. The second notice is send via e-mail approximately one week prior to expiration. If a domain registration is not renewed then within five days after the expiration, we send an additional expiration notice to the registrant of the domain with instructions for restoring the domain name.

7.3 We send the notifications of expiration via e-mail to the domain registrant in the language of the registration agreement. All relevant information regarding the expiration date, domain renewal and recommended action, are available in the notification e-mail.

7.4 We offer a redemption grace period of 30 days after the expiration of a gTLD. We may restore the domain on request by the registrant of the domain during the redemption grace period. The fee to restore the domain is indicated in our [pricelist](#).

7.5 If you fail to renew your domain registration during the grace period, you acknowledge that you have abandoned the domain name and that it is available for sale and registration by any third party.

## 8. Applicable policies and domain name disputes

8.1 You agree to be bound by all ICANN consensus policies and all policies of any relevant registry operator, including but not limited to the [Uniform Rapid Suspension Procedure \("URS"\)](#) and the [Uniform Domain Name Dispute Resolution policy \("UDRP"\)](#). ICANN may change these rules at any time.

8.2 If a third party challenges the registration or reservation of your domain name, you will be subject to the provisions specified in the dispute policy adopted by the applicable registry.

8.3 If we are notified that a complaint has been filed with a judicial or administrative body regarding a domain name, we may, at our sole discretion, suspend use of the domain name and the ability to make modifications to the registration records until:

- a. we are directed to do so by the judicial or administrative body, or
- b. we receive notification from both parties that the dispute has been settled.

## 9. Suspension and cancellation

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

- a. if you breach this Agreement;
- b. if you fail to provide payment or accurate contact or billing information;
- c. in the event there was an error in the registration process for such domain name;
- d. as required by ICANN or a registry operator;
- e. to protect the integrity and stability of one.com and any applicable registry;
- f. to comply with any applicable laws, government rules, requests of law enforcement and court orders;
- g. in compliance with any dispute resolution process, or
- h. to avoid any liability, civil or criminal.

## 10. Transfer of ownership

10.1 The person named as registrant on the WHOIS shall be the "Registered Name Holder." The person named as administrative contact at the time the controlling account was secured shall be

deemed the designate of the Registrant with the authority to manage the domain name. However, if the registrant is not also the web space owner as registered with one.com, such management can only be done by sending one.com a written request with proper ID attached. You agree that prior to transferring ownership of the 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. If the Transferee fails to be bound in a reasonable fashion (as determine by one.com in its sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

## 11. Breach

11.1 You agree that failure to abide by any provision of this Agreement, any ICANN or registry policy or rule, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within fifteen (15) 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 terminate this Agreement and delete the registration of the domain name. 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.

## 12. Indemnity

12.1 You agree to defend, indemnify, and hold harmless one.com, ICANN, the applicable registries, and their respective directors, officers, employees, agents, affiliates, and contractors, from all liabilities, claims and expenses, including attorney's fees, arising out of or relating to

- a. your registration and use of the domain name registered;
- b. use of the domain name in violation of this Agreement; or

c. your violation of any third party right, including Intellectual Property Rights.

12.2 This indemnification obligation will survive the termination or expiration of this Agreement.

### 13. Privacy Policy

13.1 Information collected about you is subject to the terms of our Privacy Policy, which are hereby incorporated by reference. [Our Privacy Policy can be found here](#). By entering into the Agreement with us, you accept our processing of data as described in our Privacy Policy.

13.2 We will not process personal data collected from you in a way incompatible with the purposes and other limitations stated in our Privacy Policy and we will take reasonable precautions to protect personal data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

13.3 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 one.com and the registry operator may be required to archive this information with a third-party escrow service. You consent to and give permission for all such required disclosures.

13.4 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.

13.5 ICANN may establish or modify the guidelines, limits or requirements that relate to the amount and type of information that one.com may or must make available to the public or to

private entities, and the manner in which such information is made available.

## 14. Disclaimer of warranties

14.1 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 or merchantability, fitness for a particular purpose, and non-infringement. We are not responsible or liable for the deletion or of failure to store any content and other communications maintained or transmitted through the use of the domain name registration service. We do not warrant that the domain name registrations service will be error free or uninterrupted. The domain name registration service is not intended for high risk activities.

## 15. Revocation

15.1 We reserve the right in our sole discretion to deny, cancel, suspend, transfer or modify any domain name registration to correct a mistake, protect the integrity and stability of the company and any applicable registry, to comply with any applicable laws, government rules, or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or cancel, suspend, transfer or modify your domain name registration.

## 16. Agency

16.1 Should you intend to license use of a domain name to a third party you shall nonetheless be the domain holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain. You shall accept liability for harm caused by wrongful use of the domain, unless you promptly disclose the identity of the



licensee to the party providing you reasonable evidence of actionable harm. You also represent that you will secure the agreement of any third party to the terms and conditions of this Agreement.

## 17. Limitation of liability

17.1 You agree that one.com's entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for the initial registration of your domain name. one.com and its directors, employees, affiliates, subsidiaries, agents and third party providers, ICANN and the applicable registries shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of our services or for the cost of procurement of substitute services. Our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to:

- a. loss or liability resulting from access delays or access interruptions;
- b. loss or liability resulting from data non- delivery or data mis- delivery;
- c. loss or liability resulting from acts of God;
- d. loss or liability resulting from the unauthorized use or misuse of your account identifier or password;
- e. loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement;
- f. loss or liability resulting from the interruption of your service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in

contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

## 18. No waiver

18.1 Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

## 20. Notices

20.1 All notices must be in writing and addressed to the other party's primary contact. The e-mail address for notices to one.com is support@uk.one.com . Notices to you will be send to the e-mail address provided by you in your WHOIS record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. CET, otherwise it will be deemed to have been delivered on the next business day.

## 22. Infancy

22.1 You attest that you are of legal age to enter into this Agreement.

## 23. Inconsistencies with ICANN or registry policies

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

## 24. Force Majeure

24.1 Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

## 25. Entirety

25.1 This Agreement supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. The URL Terms (as amended from time to time) are incorporated by this reference into the Agreement. one.com may provide an updated URL in place of any URL in this Agreement.

## 26. Severability

26.1 If any term or part of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

## 27. Controlling language

27.1 In the event that you are reading this Agreement in a language other than the English language, you acknowledge and agree that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.

## 28. Governing law

28.1 This agreement shall be governed by and interpreted and enforced in accordance with the laws of Denmark without reference to rules governing choice of laws. any action relating to this agreement must be brought in Copenhagen, Denmark and you irrevocably consent to the jurisdiction of such courts.

## 29. Additional registry requirements

29.1 TLDs. [The following additional provisions](#) apply to any domain names that you register through one.com with the various registries.

## 30. Safeguards for Regulated Top Level Domains

30.1 By registering a regulated TLD, the Registrant agrees to collect and maintain sensitive health and financial data to

implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

### 31. Safeguards for Highly-regulated Top Level Domains

31.1 By registering a highly-regulated TLD, the Registrant agrees to possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such highly-regulated TLD; and

31.2 Report any material changes to the validity of the Registrant's authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the highly-regulated TLD to ensure the Registrant continues to conform to the appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.