SPECIFIC CONDITIONS APPLICABLE TO CONTRACTING TERRITORIAL .UK TOP-LEVEL DOMAINS

The present specific conditions complement and develop the general conditions of the domain registration contract and form an integral part of the same.

1.- Identifying data which complement the general conditions

- **Definition:** Territorial domains are top-level domains relating to a country or territory code (Country Code Top Level Domain: "Cctld"). For the purposes of the present conditions, these abbreviations refer to the classification in the domain name system, represented by a code of two letters assigned pursuant to the Standard ISO 3166-1 for the representation of country and territory names.

- **Regulator for .uk domain names::**

    - Nominet UK (www.nominet.org.uk)

- **Registry Operator:**

    - NOMINET UK (www.nominet.org.uk)

- **Body responsible and regulations for domain name attribution conflict resolution**: Dispute Resolution Policy as laid down in the regulations on conflict resolution established by Nominet UK, on the 29th of July 2008 (http://www.nominet.org.uk/disputes/when-usedrs/policy-and-procedure/drs-policy)

- **Registered address of Registry Operator for the purposes of international transfer of data: United Kingdom**

2.- Registry restrictions

For further information about the Registry restrictions for registration under .uk which are incorporated hereby and which form an integral part of the contractual conditions applicable, please refer to: www.nominet.org.uk

3.- Declaration by the Client

The Client hereby assumes sole liability for the following declarations:

- That all the information furnished in the present application is true, complete and correct, errors and omissions in good faith excepted.
- That they are aware, and accept, that any false statement in the data furnished in the present application may be cause for rejection of the same, or cancellation of the domain name at any moment if already registered, and in the latter case, the domain name might be subsequently registered by another client in accordance with the established regulations and procedures.

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- That to the best of their knowledge, the use of this domain name does not infringe the intellectual or industrial property rights of any third party, does not represent unfair competition, nor in any other way infringe any other right of any class of third party. acens**Technologies**
- That they shall bear full liability for the consequences of any question arising over the right to use the chosen name.
- That they hold sole liability for the choice of this domain name and its subsequent maintenance.
- That they are aware, and accept, that registration of the proposed domain name does not confer any legal rights over the same.
- That they agree to defend, compensate and make restitution to, Acens and Nominet UK, and the directors, officials, employees and agents of each and every one of the same, for any loss or expense, including attorney's fees, arising from a claim by third parties or legal action relating to the domain name or the use made of the same. These damages shall be additional to any other damages demanded under the Dispute Resolution Policy.
- That they accept the conditions of the contract agreed by Acens with Nominet UK under which domains are registered automatically (published at **www.nominet.org.uk**) and, in particular:
  - That they shall absolve and hold harmless, the UK Registry Operator from any liability that may arise in relation to the Domain Name.
  - That they shall not claim or initiate, directly or indirectly, any kind of demand, action, suit or procedure against the UK Registry Operator. That the UK Registry Operator is under no circumstances liable for any direct, indirect, special, punitive, exemplary or consequential damages, including, but without limitation, damages arising from loss of use, of earnings, business income and/or damages to third parties related to a failure by the Registrar to fulfil their obligations under the Agreement or the Contract.
  - That the UK Registry Operator is entitled to terminate the Contract at any moment, without Nominet UK incurring any class of liability therefor.
  - That under no circumstances shall the UK Registry Operator be liable for the use of the Domain Name, nor any conflicts, disputes, claims or threats against the Registrar, the Registrant, the Contacts or the Client, including, but without limitation, cases related to the Intellectual Property of a third party or any illegal act carried out by the Registrar or a third party.
  - This requirement to absolve from all liability and compensate the UK Registry Operator as arising out of any conflict of a civil, mercantile, labour, criminal, administrative or any other nature, derived, directly or indirectly, as a consequence of the activities governed by the present Agreement and/or in relation to the Domain Name, as well as those related to the rights and obligations of the same which are the responsibility of the Registrar, binds them to defend, absolve and hold harmless from all responsibility, the UK Registry Operator, in the event of any claim, investigation, audit, demand, suit or controversy undertaken by any third party or competent authority against the UK Registry Operator in relation to such events. Similarly, the Registrant, the Contacts and the Client, must pay or reimburse the UK Registry Operator, immediately upon demand for payment, all costs, surcharges, fines, compensation, fees for attorneys and other professionals, and any other item applicable, in accordance with the provisions of the present Appendix.

That acceptance of these conditions entails acceptance of the Rules and Conditions laid down by Nominet UK. In particular, they accept the Dispute Resolution Policy (http://www.nominet.org.uk/disputes/when-use-drs/policy-and-procedure/drs-policy), as well as the Basic Policies of Nominet UK (*www.nominet.org.uk*) in force at any time.