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## DOMAIN AGREEMENT POLICY

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### BACKGROUND:

Just Simple Hosting offers a wide range of domain name extensions. In order to facilitate this, Just Simple Hosting has agreements with a growing number of registries and registrars both within and outside Europe. All domain names registered through our services are subject to our terms of service, the rules and regulations of the respective registry and any contractual obligations that may reside between the registrant and the registrar where the registrar is not Just Simple Hosting. The registrant should review all additional terms and conditions associated with the respective registry to ensure that they are aware of specific conditions for each registry.

### 1. Agreement

1.1. This Registration Agreement (Agreement) sets forth the terms and conditions of your use of domain name registration and related services (Services). In this Agreement "you" and "your" refer to you and the registrant listed in the WHOIS contact information for the domain name. "We", "us" and "our" refer to Just Simple Hosting. By using the Service(s), you agree to all terms and conditions of this Agreement, the Resolution Policies and the rules, policies, or agreements published in association with the Service(s) and/or which may be enforced by ICANN, the registries, and governments.

1.2. This Agreement may change over time. If, as a result of such a change, you no longer agree with the terms of this Agreement, you agree that your exclusive remedy is to transfer your domain name registration service to another registrar or request that we cancel your domain name registration service. If you continue to use the Service(s) following a change in this Agreement and/or the Services, your continued use of the Services indicates your consent to the changes. Any such revision or change will be binding and effective within 14 days of the change of notification. You agree to review this Agreement periodically to make yourself aware of any such revisions.

1.3. You must create an account to use the Services. You are responsible for maintaining and updating all login IDs, passwords, and for all access to and use of your account by you or any third party. We will not be held responsible for any unauthorised access to your account.

1.4. We may reject your domain name registration application or elect to discontinue providing Service(s) to you for any reason within 30 days of a Service initiation or a Service renewal. Outside of this period, we may terminate or suspend the Service(s) at any time for cause, which, without limitation, includes registration of prohibited domain name(s), abuse of the Services, payment irregularities, serious allegations of illegal conduct, or if your use of the Services involves us in a violation of any Internet Service Provider's ("ISP's") acceptable usage policies, including the transmission of unsolicited bulk email or at our full discretion. If we have grounds to terminate or suspend Service(s) with respect to one domain name or in relation to other Service(s) provided through your account, we may terminate or suspend all Service(s) provided through your account, including Service(s) to other domain names. No fee refund will be made when there is a suspension or termination of Service(s) for causes

listed above. Following notice of termination other than for cause, you must transfer your domain name or risk that we may delete your domain name or suspend or modify Services to it. If we terminate Services for a reason other than cause, we will attempt to refund your fees. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar or registry administrator procedures approved by an ICANN-adopted policy, to correct mistakes by us, another registrar or the registry administrator in administering the domain name or for the resolution of disputes concerning the domain name.

## **2. Services**

2.1. Domain name registrations are only for limited terms, terms which end on the expiration date. For domain names which are created as a new registration out of the available namespace, the term begins on the date the domain name registration is acknowledged by the applicable registry; for domain names registrations which were not returned to the available namespace, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry. You agree that we are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator arising out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration (limitation of liability clause). You further agree that domain name registration is a service, that domain name registrations do not exist independently from services provided pursuant to this or a similar registration agreement with a registrar, and that domain name registration services do not create a property interest.

2.2. You agree to indemnify, defend and hold harmless us, your Primary Service Provider, and applicable registry administrator(s) (including E-Nom, Nominet, Resellone, Irish Domain Registry, SoftLayer), and other possible registry operators listed at [www.icann.org/en/resources/registries/listing](http://www.icann.org/en/resources/registries/listing) and all such parties' directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, the domain name registration services you are obtaining from us.

2.3. Without limitation, the following are not included in the Services: We cannot and do not check to see whether the domain name(s) you select, or the use you make of the domain name(s), or other of the Service(s), infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use infringes legal rights of others, whether registered or not. We might be ordered by a court or a Dispute Resolution panel to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in the WHOIS in association with your account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you. We will at all stages comply with any court orders or other legal bodies.

2.4. If lawsuits are threatened, you agree to indemnify us against any and all legal proceedings to include threatened legal proceedings. Under such circumstances, you agree that you will, upon demand, obtain a performance bond with a reputable bonding company or, if you are unable to obtain a performance bond, that you will deposit money with us to pay for our reasonably anticipated expenses in relation to the matter for the coming year. Such deposit will be drawn down as expenses are incurred, with all account notices sent to the WHOIS contact information provided in association with your domain names and/or account. We shall not be obliged to extend you any credit in relation to such expenses and we may terminate the Services for a failure to make or renew such a deposit. We will return any unused deposit upon the later of one year from deposit or the conclusion of the matter.

### **3. Dispute resolution**

3.1. You agree to the Uniform Domain Name Dispute Resolution Policy ("UDRP"), which is available at [www.icann.org/en/help/dndr/udrp](http://www.icann.org/en/help/dndr/udrp) . You agree that the UDRP may be changed by ICANN (or ICANN's successor) at any time. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name registration is disputed by the third party. You also agree that, in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP. You also understand that it is important for you to regularly monitor email sent to the email address associated with your account and domain names because, among other reasons, if a dispute arises regarding Services provided to you, you may lose your rights to receive the Services if you do not respond expeditiously to an email sent in conjunction therewith.

3.2. The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or Policy, or pursuant to any registrar or Registry procedure not inconsistent with an ICANN adopted specification or Policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

### **4. Domain Name Registration and transfer**

4.1. You agree that transfer of your domain name(s) services shall be governed by ICANN's transfer policy, available at [www.icann.org/en/resources/registrars/transfers](http://www.icann.org/en/resources/registrars/transfers) as this policy may be modified from time to time. You agree that we may place a "Registrar Lock" on your domain name services and that this will prevent your domain name services from being transferred without your authorisation. By allowing your domain name services to remain locked, you provide express objection to any and all transfer requests until the lock is removed. To transfer your domain name(s) you should first login to your account to lock or unlock your domain name(s) and/or to obtain the EPP "AuthCode" which is required to transfer domain services in an EPP registry (such as .com). Alternatively, you should contact us to have your domain name(s) services locked or unlocked or to obtain the EPP

"AuthCode." Only the registrant and the administrative contacts listed in the WHOIS information may approve or deny a transfer request. Without limitation, newly registered domain names may not be transferred within 60 days of initial registration or transfer, if there is a dispute regarding the identity of the domain name registrant, if you are bankrupt, or if you fail to pay fees when due. We will follow the procedures for both gaining and losing registrars as outlined in ICANN's transfer policies. Transfer requests typically take five-seven business days to be processed. A transfer will not be processed if, during this time, the domain name registration services expire in which event you may need to reinstate the transfer request. If for any reason the transfer of information or authorisation documents has not been processed within a set timeframe, you are responsible for reissuing information or resubmitting the transfer request and a cost (if any) to you.

4.2. You agree and consent that we will make available the domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems), whether during or after the term of your domain name registration services 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 such information. Additionally, you acknowledge that ICANN may establish or modify the guidelines, limits and/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. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at [www.icann.org/registrars/wmrp.htm](http://www.icann.org/registrars/wmrp.htm), [www.icann.org/registrars/wdrp.htm](http://www.icann.org/registrars/wdrp.htm), and elsewhere on the ICANN website at [www.icann.org](http://www.icann.org). You agree that we may make publicly available, or directly available to authorised third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service).

4.3. You agree and acknowledge that we own all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar: (a) the original creation date of the registration, (b) the expiration date of the registration, (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration, (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those name servers. We do not have any ownership interest in your specific personal registration information outside of our rights in our domain name database.

4.5. You agree that, if you are registering a domain name for or on behalf of someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein. You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own 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 the domain name and domain name registration.

4.6. Immediately after the expiration of the term of domain name registration services and before deletion of the domain name in the applicable registry's database, you acknowledge that we may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page or a commercial search engine that may display advertisements, and you acknowledge that we may either leave your WHOIS information intact or that we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name. Any monies earned through the IP address during this period will be payable only to us. You will have no claim over any earnings from the IP address over this period.

4.7. If you do not renew your domain before its expiry date, you will have up to 30 days (protected period) to renew the domain name at the original renewal fee. Please log into the client area to pay the renewal invoice. After 30 days your domain will be suspended which means all services will stop and will go into a 60 day grace period which you can still renew your domain name. If the domain name is not renewed, it will be cancelled and deleted from the register after 90 days and made available for resale to the public. Just Simple Hosting does not not guarantee the renewal of a domain name.

4.8. For most gTLD's, there is a 30 day grace period after expiration of domain name registration services where you domains may be renewed. You acknowledge and agree that this procedure may not be available for all registration services, but where it is we may, but are not obligated to, offer this process, called the reactivation period. You acknowledge that you assume all risks by leaving the renewal close to or after the expiry date. Some gTLD's do not have a grace period and we are under no obligation to offer it. You acknowledge that reactivation period renewal processes, if any, may involve additional fees which we determine. After the reactivation period (30 days after the expiry date) you agree that we may either:

Discontinue the domain name registration services at any time thereafter, that we may pay the registry's registration fee or otherwise provide for the registration services to be continued.

In the case of discontinuation, you acknowledge that certain registry administrators may provide procedures by which discontinued domain name registration services may nonetheless be renewed. You acknowledge and agree that we may, but are not obligated to, participate in this process, typically called the "Redemption Grace Period" ("RGP"). You acknowledge that we, for any reason and in our sole discretion, may choose not to participate in the RGP process with respect to any or all of your domain name registration services and that we shall not be liable therefore. If available, RGP typically ends between 60 days after the expiry date of the domain. The typical RGP fee ranges from €100-€300 plus any registration fees but may be subject to change.

In the case of fee payment as above, you acknowledge that we may then set the name-servers and the DNS settings for the domain name services, that we set the DNS to point to no IP address or to IP address(es) which host parking page(s) or a commercial search engine that may display paid advertisements. You acknowledge that we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name. You acknowledge that we do not have to pay you any of the proceeds, if any, we may earn as a result. You agree that we are not obliged to contact you to alert you that the domain name registration services are being continued.

## **5. Domain Cancellation**

Domain registration, renewal and transfer payments are final and cannot be refunded in any case at any time. If you wish to cancel a domain, you must disable the auto-renew feature within the client area. Cancellations must be submitted via the Client Area. Cancellation requests made via e-mail, ticket system, phone or any other form of communication will not be honoured. Clients may cancel at any time via the proper cancellation method outlined. If the customer is cancelling their services during an active service period, pro-rated refunds will not be issued. A domain is registered for the length of the billing cycle selected by the client. If the domain owner wishes to cancel the domain, the domain will still remain in their name until it expires at the end of the billing period. It is not possible to cancel and make available a domain during a billing cycle. Domain transfers away from Just Simple Hosting will result in automatic cancellation of the domain and any future renewals.

## **6. Registrant rights and responsibilities**

Under ICANN's Registrar Accreditation Agreement (RAA), Registrants should always be aware of their rights and responsibilities. Registrants Rights and Responsibilities have been set by ICANN and can be accessed through the following URL:

[www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm](http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm)

## **7. Indemnity**

With respect to ICANN, the registry operators, us, and your Primary Service Provider, as well as the contractors, agents, employees, officers, directors, shareholders, and affiliates of such parties, you agree to release, indemnify, and hold such parties harmless from all liabilities, claims and expenses, including attorney's fees and court costs, for third party claims relating to or arising under this Agreement, the Service(s) provided hereunder, or your use of the Service(s), including, without limitation, infringement by you, or by anyone else using the Service(s) we provide to you, of any intellectual property or other proprietary

right of any person or entity, or from the violation of any of our operating rules or policies relating to the Service(s) provided. When we may be involved in a suit involving a third party and which is related to our Service(s) to you under this Agreement, we may seek written assurances from you in which you promise to indemnify and hold us harmless from the costs and liabilities described in this paragraph. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in our sole discretion, result in loss of your right to control the disposition of domain name services for which you are the registrant and in relation to which we are the registrar of record. This indemnification is in addition to any indemnification required under the UDRP.

## **8. Additional Information**

This Agreement and the Uniform Dispute Resolution Policy (UDRP) together with all modifications, constitute the complete and exclusive agreement between you and us, and supersede and govern all prior proposals, agreements, or other communications. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The failure of us to require your performance 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. 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. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorised representative of us.

### **8.1 Authorised domain registrars and resellers**

#### **8.2. IE Domains**

Just Simple Hosting is an accredited registrar of IE domains on behalf of the IEDR (IE Domain Registry).

IE domain registrations are governed by the rules and regulations governing registrations as defined by the IEDR. Any disputes are governed by the IE Dispute Resolution Policy (IEDRP)

#### **8.3. UK Domains (.co.uk .org.uk .me.uk .uk)**

Just Simple Hosting is a Nominet Channel Partner.

All \*.uk domain registrations are covered by Nominet's Registrant Agreement. In case of dispute you should refer to the domain dispute resolution policy.

#### 8.4. EU Domains

All registrations are governed by the EU registration policy and in the event of dispute are subject to the Alternative Dispute Resolution Procedures (ADR)

#### 8.5 All Other Domains

As we cater for more than 250 domain extensions it would be impractical to list the rules and regulations for each and every one of them. If you are in need of clarification regarding any domain extension's rules please contact us.