

1&1 Registration Agreement

This Registration Agreement (“Agreement”) is entered between You and 1&1 Internet Limited (Reseller) and 1&1 Internet SE (Registrar) (collectively “1&1”). “You” refers to the registrant, legal owner or representative of the domain name. This Agreement sets forth the Terms and Conditions of the domain name registrations 1&1 provide to You and your use of the domain name. The term “Registry” or “Registry Operator” or “Registries” refers to the appropriate gTLD or ccTLD providers.

By using the Services, you agree to the terms and conditions of this Agreement and of any policies or regulations from ICANN and any Registry.

1. Changes to this agreement

1.1 1&1 reserve the right to amend this Agreement at any time as a result of a change in policy made by ICANN, any Registry or through changes made by 1&1. Any material changes to this Agreement shall be made with immediate effect and posted on our website at <https://www.1and1.co.uk/terms-gtc/terms-registration/%20>

1.2 If You do not agree to any changes in this Agreement, You shall either cancel the registration of the domain by contacting Our support team or transfer the domain to a new provider.

2. Definitions

2.1 “Domain name registration” means the process to register a domain name by the Registrant.

2.2 "Designated Agent" shall mean an individual or entity that the Prior Registrant or New Registrant explicitly authorizes to approve a Change of Registrant on its behalf.

2.3 "Material Change" means a non-typographical correction. The following will be considered Material Changes:

- a) A change to the domain name owner's name or organization that does not appear to be merely a typographical correction;
- b) Any change to the domain name owner's name or organization that is accompanied by a change of address or phone number; and
- c) Any change to the domain name owner's email address.

2.4 "Registrant" means the person or business who registers a domain name.

2.5 "Registrar" means the ICANN and Registry accredited company entitled to sell the domain name, whether directly or through a reseller.

2.6 "Registration term" means the length of time that you register the domain either annually or multiple years and is able to be renewed.

2.7 "Registry" means the company responsible for maintaining the Registry for each TLD.

2.8 "ICANN" means the Internet Corporation for Assigned Names and Numbers (ICANN) and is the international non-profit corporation that oversees the assignment of both IP addresses and domain names. It has responsibility for managing root server and TLD name system management and has contractual agreements with both Registries and Registrars.

Registrant rights and responsibilities

Registrants are provided with a clear summary of terms that relate to Registrant Rights and Responsibilities as set out in the Registrar Accreditation Agreement (RAA).

Registrant rights and responsibilities are available [here](#).

2.9 “Top Level Domains (TLDs)” means the names at the top of the DNS naming hierarchy. They appear in domain names as the string of letters following the last dot, such as “NET” in www.example.net. The TLD administrator controls what second-level names are recognised in that TLD.

2.10 “ccTLD” or country code TLD means a class of top-level domain only assignable to represent countries and territories listed in the ISO 3166-1 standard. See <http://iana.org/domains/root/db/>.

“Community-based gTLD” means a community-based gTLD is a gTLD that is operated for the benefit of a clearly delineated community. An applicant designating its application as community-based must be prepared to substantiate its status as representative of the community it names in the application.

2.11 “gTLD” means a TLD that does not correspond to any country code.

3. Transfer of ownership and designated agent

3.1 All Registrants agree that before a domain name is transferred to another person they must have written consent and the Registrant requires the transferee to agree to be bound by all terms and conditions of this Agreement.

3.2 You acknowledge and agree that in the event a Material Change in respect of a domain name owner is required for any reason, any responsibility and liability for such Material Changes shall be borne solely by the Customer and account owner as the Designated Agent. The full ICANN Transfer Policy is available here. [ICANN Transfer Policy](#)

3.3 The Customer agrees and accepts that, for reasons of security and/or in accordance with

ICANN and other registry policies, 1&1 shall set domain locks under certain circumstances, including but not limited to domain name registrations, domain name transfers, and any Material Changes to domain name owner details, which shall be labelled “clientTransferProhibited”. The Customer will nevertheless be able to remove the transfer lock in order to allow a transfer of a domain name.

4. Registrant Information

4.1 Registrant must provide the following information during the registration process:

- full name and postal address of the registrant, if registrant is an organization, association or corporation: name of authorized person for contact purposes; as well as e-mail address,
- Names of the primary and secondary nameserver for the registered name; (1&1 can supply default Nameservers free of charge).

4.2 You represent and warrant that You will provide 1&1 with current, complete, and accurate information in connection with your application for a registration, and that You will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration or reservation. You understand that its obligation to provide current, accurate, and complete information is a material element of these terms, and 1&1 reserve the right to deny, cancel, terminate, suspend, lock, or transfer any registration or reservation if it determines, in its sole discretion, that the information is materially inaccurate. By supplying inaccurate information this will be deemed as material breach of this Agreement. It is Your responsibility to ensure that You update the information within seven (7) days of any change during the term of the registration. In the event You wilfully fail to provide the updated information within seven (7) days to Registrar or fail to respond for more than fifteen (15) days to requests by Registrar in relation to the accuracy of the contact details associated with the registration, then this shall constitute a material breach of this Agreement and may result in the suspension or cancellation of this

registration.

4.3 Any Registrant whose intention is to license use of a domain name to a third party is nonetheless the Registrant of record and is responsible for providing its own full contact information to facilitate timely resolution of any problems that arise in connection with the registration. A Registrant licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the registration, unless willing to disclose the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registrant with reasonable evidence of actual harm.

5. Registration process

5.1 A domain name can be registered for a period between 1 and up to 5 years. The registration will terminate on the expiry date.

5.2 Any registration will only become active once the applicable Registry accepts the application. 1&1 cannot guarantee the registration of any domain name and cannot be held responsible for any issues during the registration or renewal process. 1&1 will submit all applications to the required Registry for review. If the application is successful the domain will become manageable within your account and an invoice will be raised within your account. If the registration is unsuccessful, 1&1 will notify You of this via email and the domain will be removed from your account.

5.3 Upon successful registration of any domain name, 1&1 will point the domain to Our holding page until such time that either the domain is connected to a hosting package or other service or the DNS records are updated to point to an external provider.

6. Renewal

6.1 To ensure your domains are not lost 1&1 operate a positive renewal system on all 1&1 Internet domains. Your domain will be automatically renewed one day prior to its expiry date and once renewed an invoice will be raised on your account. 1&1 will send a notification via email to the Registrant email address 30 days and then 7 days prior to the expiry date. If a domain is not renewed by the expiry date, 1&1 will send an expiry notification to the Registrant email address.

6.2 If 1&1 are unable to collect the required payment for the registration or renewal of any domain name, 1&1 will either cancel or delete the domain name. For gTLDs, 1&1 will place the domain into its redemption grace period. In order to recover a domain in this state, an additional payment may be necessary. The fees for such a process may be found here <http://help.1and1.co.uk/domains-c40986/renew-domains-c71096/recover-domain-in-redemption-period-a765213.html>

7. Expiration

Setting Domains to expire or cancel prior to expiry:

gTLD Domains

7.1 During the first 30 day grace period, after the expiry or cancellation date You can recover the domain name at the normal renewal price by contacting Our support team.

7.2 On day 31, 1&1 will assume that You no longer require the domain name and 1&1 at Our discretion may elect to assume the domain name and may hold it in Our own account, delete it, or sell it to a third party and may redirect all web traffic to a parking page.

7.3 On day 45, the domain name will enter the redemption grace period if 1&1 opt to not assume the rights of registration. Any domain name in redemption will require an additional restore fee (Redemption Fee). The fees for this process may be found here:

<http://help.1and1.co.uk/domains-c40986/renew-domains-c71096/recover-domain-in-redemption-period-a765213.html>

8. Transfer of ownership

8.1 Registrar transfer

8.1.1 To transfer a domain name into or away from 1&1 the following requirements must be valid:

- a) You may require an authorisation code;
- b) Your domain name must have been registered for at least 60 days;
- c) The domain must be unlocked;
- d) Private Registration (if applied) must be removed;
- e) You must have access to the Registrant email address.

8.1.2 If any of the above requirements are not valid, any transfer request will fail.

8.1.3 Transferring domains in from an external provider can only be processed via the 1&1 shop. The transfer fee shall be invoiced and added to Your account, such transfer fee will not be applied to the domain until the next due renewal date. All transfers regardless of domain extension will need to be acknowledged by the owner of the Registrant's email address in order to complete the transfer process.

Transfer of gTLD domain names are required to follow ICANN's transfer policy found at [here](#).

9. Internal transfers

9.1 Additional domains can be push transferred at no additional cost to any active contract within the same account, as long as at least one invoice has been raised and paid for. If no invoice has been raised the transfer will need to be actioned via the 1&1 shop and an additional 1 year registration period will be invoiced and added to your account. This additional registration period will not be applied to the domain until the next due renewal date.

9.2 Transferring domains to a different customer account can only be processed via the 1&1 shop. An additional 1 year registration period will be invoiced and added to the gaining account. This additional registration period will not be applied to the domain until the next due renewal date. All transfers regardless of domain extension will need to be acknowledged by the owner of the Registrant's email address in order to complete the transfer process.

10. Registrant responsibilities

10.1 You agree to abide by all policies set forth by the Registrar, the Reseller and the Registries, in addition to any ICANN requirements as specified in clause 2 of this Agreement. The relevant policies are set out below in this Agreement. You agree to comply with any changes in the time period specified for compliance.

10.2 You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

10.3 You agree to comply with all applicable ICANN requirements and policies found [here](#).

10.4 You shall (within thirty (30) days of demand) indemnify, defend and hold harmless the,

Registrar, the Internet Corporation for Assigned Names and Numbers (ICANN), the Registry and their respective contractors, service providers, and the members, shareholders, directors, managers, each of their owners, officers, employees, affiliates and agents of each of them and all other persons involved in the registration process from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees and costs and any other expenses (including on appeal) arising out of or related to your domain name registration, including , without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration or the use of the domain. You shall not enter into any settlement or compromise of any such indemnifiable claim without 1&1 prior written consent, which consent shall not be unreasonably withheld and this entire indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.

10.5 All domains under these conditions are registered by 1&1 as an accredited Registrar or accredited Reseller. Should a domain be registered incorrectly by 1&1 or any other person involved in the registration process, e.g. not according to the order, You hereby irrevocably consent to all necessary measures being taken for the correction of such mistake.

10.6 You acknowledge and agree that the Registry or its agents reserves the right, in its sole discretion, to disqualify You from making or maintaining any registrations or reservations in a domain if it is found to have repeatedly engaged in abusive registrations.

10.7 You acknowledge that You are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. You accept that the consequences for any such activities (as consistent with applicable law and any related procedures) shall include suspension of domain names.

10.8 The Registry and 1&1 expressly reserve the right to deny, reject, cancel, delete or transfer any registration or transaction, or place any domain name(s) or other transactions or registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the Registries or the Registry System; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) for violations of this Agreement, including, without limitation any exhibits, attachments, or schedules hereto; or (e) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. The Registry and 1&1 also reserve the right to place a domain name on registry hold, registry lock, or similar status during the resolution of a dispute.

10.9 You acknowledge that the Registry and 1&1 will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of You to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.

10.10 We reserve the right to amend the terms of this Registration Agreement from time to time or to add alternative forms of Registration Agreement. You accept that additional registration requirements may be added, from time to time, in order to comply with, including but not limited to new registry policies, ICANN policies or to comply with certain Public Interest Commitments (PICs).

10.11 You represent and warrant that your use of a domain will not be for any illegal purpose and that it will not undertake any activities that will be in violation of the Registries' Acceptable Use and/or Anti-Abuse Policy.

10.12 You accept that domains are intended for and available to applicants and Registrants who are at least eighteen (18) years of age. By applying for, registering, or reserving a domain, You represent and warrant that it is fully entitled to do so.

11. Registrar's Responsibilities

11.1 Registrar shall acknowledge and agrees that it shall not process the Personal Data collected from the Registered Name Holder in any way that is incompatible with the purposes and other limitations about which it has provided notice to the Registrant in accordance with 10.6 above.

11.2 Registrar acknowledges and agrees that it shall take reasonable precautions to protect Your Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

12. Regulated TLDs

12.1 Regulated TLDs. For "Regulated" TLD domain name registrations, you acknowledge and agree that your registration is subject to the following: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) in the event that you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. For a list of Regulated TLDs, see [here](#).

12.2 Highly Regulated TLDs. In addition to the above, domain name registration in any Highly Regulated TLD is subject to the following requirements: (a) you will provide contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as

the contact details of the relevant regulatory, or Industry self-regulatory, bodies in their main place of business; (b) you represent and warrant that you possess any necessary authorisations, charters, licenses and/or other related credentials in relation to such Highly-regulated TLD; and (c) you shall report any material changes to the validity of you authorisations, charters, licenses and/or other related credentials in relation to the Highly-regulated TLD to ensure you abide by the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve. For a list of Highly Regulated TLDs, see here.

13. Dispute Resolution

13.1 For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) and Uniform Rapid Suspension System (URS) has been developed by ICANN and adopted by all accredited Registrars. All domains subject to this Agreement are governed by this UDRP and URS. You hereby agree that all disputes on the rights to such domains, especially arising out of trademarks, names or other intellectual property rights, shall be governed by the UDRP which can be found at <https://www.icann.org/resources/pages/udrp-2012-02-25-en> and URS which can be found at <https://www.icann.org/resources/pages/urs-2012-02-25-en> and comply with the requirements set forth by the Registry for domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy.

13.2 ICANN reserves the right to modify the UDRP and URS at any time. We as accredited Registrar shall implement any such revision speedily and these will become binding upon You. Any revised version will be posted at: <https://www.icann.org/resources/pages/dispute-resolution-2012-02-25-en>

13.3 For ccTLD registries they may not use the UDRP or URS process to resolve domain disputes as they may have developed their own processes. Such as Nominet UK who have developed the Dispute Resolution Service (DRS) regarding the 'Rights of Registration' of any UK domain name. The DRS policies can be found at:

<http://www.nominet.uk/resources/policy/policies-rules/#drspolicy>

14. Pricing

14.1 Once 1&1 fulfil your domain order, 1&1 shall notify You of the successful registration of the domain name(s). 1&1 shall register your domain name(s) for the initial pre-paid registration periods and for all future registration periods that have been paid for unless terminated at the end of each registration period your domain name will automatically renew for an additional registration period and You further authorise 1&1 to debit your account for the renewal fees associated with such renewal registration period and any related fees or charges. We may debit your account before the domain renewal takes place. Your account will be automatically charged at the beginning of each registration/billing cycle, for the entire cycle.

14.2 You expressly agree that registration and renewal fees for some domain names in an Included TLD are variable and may differ from registration and renewal fees for other domain names within that Included TLD. This includes but is not limited to non-standard pricing for Premium Domain Name registration and renewal fees, which differs from the pricing of Standard Domain Names.

14.3 You agree that registration, renewal and transfers fees for each Included TLD are variable.

14.4 All fees are non-refundable, despite a domain name registration being suspended, cancelled or transferred prior to the completion of the registration term.

14.5 In the event of an issue in connection with your payment method for any services We provide, We may suspend access to your account and any use of the domain name registration services.

We, in our sole discretion, may reinstate your access to your account and services upon

receipt of any unpaid fees.

14.6 Our current renewal and restore fees can be reviewed here, which may be subject to

change: Renewal Price: <https://www.1and1.co.uk/buy-a-domain-name#price-overview>

Restore Fees: <http://help.1and1.co.uk/domains-c40986/renew-domains-c71096/recover-domain-in-redemption-period-a765213.html>

15. Disclaimer of warranties

15.1 You acknowledge and agree that domain names are provided "as is", "with all faults" and "as available." The Registry, its affiliates and service providers, make no express warranties or guarantees about such domain names.

15.2 TO THE GREATEST EXTENT PERMITTED BY LAW, THE REGISTRY AND REGISTRAR, ITS AFFILIATES AND SERVICE PROVIDERS, DISCLAIM IMPLIED WARRANTIES THAT THE REGISTRY AND ALL SOFTWARE, CONTENT AND SERVICES DISTRIBUTED THROUGH THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS DO NOT GUARANTEE THAT ANY DOMAIN, OR THE REGISTRY'S OPERATIONS WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. THE REGISTRY DOES NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DOMAINS, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. THE REGISTRY DOES NOT GUARANTEE THAT YOU OR THIRD PARTIES WILL BE ABLE TO ACCESS OR USE A DOMAIN NAME (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A REPRESENTATIVE OF THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS SHALL CREATE A

WARRANTY REGARDING OPERATIONS OF A DOMAIN NAME IN A REGISTRY TLD.

16. Limitation of Liability

THE REGISTRY and REGISTRAR ITS'AFFILIATES AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON A DOMAIN NAME IN A DOMAIN. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF THE REGISTRY, ITS AFFILIATES AND SERVICES PROVIDERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE REGISTRIES LIABILITY, AND THE LIABILITY OF THE REGISTRIES AFFILIATES AND SERVICE PROVIDERS, SHALL BE LIMITED TO THE AMOUNT YOU PAID TO REGISTER A DOMAIN. YOU FURTHER AGREE THAT IN NO EVENT SHALL THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS, TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. YOU AGREE THAT THE RIGHTS STATED HEREIN SURVIVE TERMINATION OF THIS AGREEMENT.

17. Governing law

17.1 This Agreement, its interpretation, and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the laws of 1&1 United Kingdom, without giving effect to any choice or conflict of law provision or rule (whether of Country or any other jurisdiction). You agree to submit to the exercise of personal jurisdiction of courts as above and in accordance with clause 16.2 for the purpose

of litigating any such claim or action.

17.2 For the adjudication of disputes concerning or arising from use of the registration, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of either where the Registrant or the Registrar is located.

This Agreement will remain in place for the duration of the registration period. If the domain name is transferred to a new provider before the expiry date, this agreement will no longer be applicable.