



Terms and Conditions of .IM Domain Name Registration

22nd September 2008

This contract includes:

the .IM Dispute Resolution Procedure (IM DRP)

and

the .IM Application rules (IM rules).

You can get copies of these from our website or from us. Other policies we refer to do not form part of this contract and may change at any time.

Definitions of words used in this document can be found in the companion document Glossary of Definitions.

Our responsibilities

1 We are the **registry** for the *.im* domain and we will carry out the general duties that we believe the *.im* **registry** should.

This includes (among other things):

1.1 processing your application to register or renew a **domain name** in the light of our **IM rules**, and your right (see condition 18) to renew;

1.2 maintaining overall ownership, control and responsibility for the **register**;

1.3 if we are listed as your **agent** or if it would be inappropriate for you to ask your **agent** to act (see condition 3) making changes to the **register** at your request or providing information about the *.im* domain name system;

1.4 if the **domain name** is not in a **pending status**, entering details about the **domain name** into **our name servers**; and

1.5 publishing procedures for you to renew the **domain name** and for recording a transfer, surrender or change of agent for the **domain name**.

Your responsibilities

2 **You** have various responsibilities set out generally in this contract. **You** must also:

2.1 give and keep us **notified** of **your correct** name, postal address and any phone, fax or e-mail information and those of your contacts (if you appoint any, see condition 3.2). This duty includes responding quickly and correctly to any request from us to confirm or correct the information on the **register**;

2.2 **notify** us at once about any court proceedings which involve the **domain name**; and

2.3 **notify** us of the details of **name servers** for the **domain name** which you are allowed to use and which respond promptly and correctly about the **domain name** at all reasonable times.

Agents, representatives and security

3 For the security of your **domain name** we have the following procedures to try to make sure that our instructions come from you or someone allowed to act on your behalf.

3.1 We do not have to take any action, or make any change to the **register**, until we are satisfied that we have received a valid request from the right person.

3.2 You will help us with our security checks, provide any identification or documentary evidence we reasonably ask for, and allow us to keep copies of those documents for our files.

3.3 You will have a password to access our systems, you must keep it secret and safe because we will be allowed to assume that any action done or asked for using that identifier or a product of it was done or asked for by you or by someone authorised to act for you. We will be entitled to enforce procedures for dealing with lost, compromised or forgotten passwords.

3.4 Your **agent** acts on your behalf in registering and maintaining the registration of the **domain name** so that, unless the matter relates to something covered by condition 3.6 below, any communication to or from your **agent** is taken as being to or from you. You should always contact your **agent** first with any request or question about your **domain name** or changes to it, as we will only act if we are satisfied that your **agent** cannot or will not. Be aware that your **agent** may be entitled to discounts on **our** fees so it may be cheaper for you to go through them.

3.5 We may also specify other types of authorised representative or contact whose instructions we will accept in certain cases, what types of instructions they can give us, and whether they can take your place if we need to **notify** you. If you **notify** us that you want someone to represent you, you are giving them power to act and us power to act on their instructions and (if this applies) **notify** them instead of or as well as you.

3.6 We will publish on our website from time to time certain activities which your **agent** is not allowed to do on your behalf or where we want to deal with you directly (or both).

Fees and payment

4.1 we may make a charge for any of the services we provide under this contract.

4.2 we do not have to start any process, including any change to the **register**, until we (not just your **agent**) have received (within any time limit) any fee

for that action and any other fees that have not been paid for the **domain name** or things done with it – it is your duty to make sure that we are paid and that there is enough information with the payment to make sure that we know which **domain name** it relates to;

4.3 we may cancel the **domain name** without further notice if any debt relating to the **domain name** remains unpaid after the deadline we have set; and

4.4 unless condition 22 or 31 applies, or we have made a significant mistake, we will not provide credit notes or refunds.

Your obligations

5 By entering into this contract you are committing to ensure that:

5.1 you (or your **agent**) have the permission of any person whose **personal data** is to be held on **the register** in line with condition 9;

5.2 any identity and contact information you (either yourself or through your **agent**) send us must be **correct**;

5.3 you will send us the information needed under condition 5.2 as soon as possible, through your **agent** if possible, and you will keep them up to date;

5.4 by registering or using the **domain name** in any way, you will not infringe the intellectual property rights (for example, trademarks) of anyone else;

5.5 you are entitled to register the **domain name**; and

5.6 you have not registered the **domain name** in a way that fails to meet with any legal duty you have.

6 Unless you are a **consumer**, you will pay us (including the current or past members of our Board of Directors) any and all reasonable costs, claims and expenses (whether direct or indirect) arising out of any claim that you have broken any of the commitments in condition 5.

7 Our right to rely on the commitments in condition 5 and indemnity in condition 6 will continue to be available after the **domain name** has been registered and will not be affected by the cancellation or transfer of the **domain name**.

Nature of domain names and the register

8 A domain name is not an item of property and has no 'owner'. It is an entry on our **register** database reflected by **our name servers** which we provide as part of this contract. As a result:

8.1 we will not be bound by, or record on the **register**, any mortgage-related obligations;

8.2 we own and keep all copyright and database rights in the **register**; and

8.3 you should not rely on the registration or continued registration of the **domain name** until we confirm that any application you make has completed and you confirm that your **correct** name is recorded in the **register** for the **domain name**. You should also note that under clauses 3 and 6 the Isle of Man has the right to withdraw a domain name if it is used for undesirable purposes.

8.4 if you register your **domain name** by post or facsimile using the manual application form on the **.im registry** web site, a correctly completed form received before 12:00pm will be processed on the first working day of receipt and a correctly completed form received after 12:00pm will be processed on the next working day following receipt. Your chosen **domain name** is not reserved prior to manual registration being completed and it is possible that the **domain name** could be registered to another **registrant** via the web site while your request is being manually processed.

Personal data

9 We may make your **personal data** available in the following ways, but not release it for any other purpose to any other person. We may:

9.1 include it on **the register**;

9.2 include it on the **WHOIS**. For these purposes we will publish your name and your address, but not your phone or fax number or e-mail address;

9.3 if they ask in writing, give your **personal data** to people with a legitimate reason for asking for it (based on the exemptions in the Data Protection Act 2002 or similar laws that replace or follow it), including government or law enforcement agencies;

9.4 give your **personal data** to your current or proposed **agent** (or both); and

9.5 use it as set out in the **IM DRP**.

10 You may write to us to ask for a copy of the **personal data** we hold about you, or you can look at the **WHOIS**, or you can ask your **agent**.

11 By registering a domain name you agree to us using your **personal data** as explained in conditions 9 and 10.

The dispute resolution service

12 You agree to be bound by:

12.1 the **IM DRP** and

12.2 if there is a dispute, the version of the **IM DRP** (available on **our** website) which applies at the time that proceedings under the dispute resolution service start, until the dispute is over.

13 We (including in this case our directors, officers, staff of all types and any expert) will not:

13.1 be liable to you or anyone else for anything done or not done in connection with any proceedings under the dispute resolution service, unless the act or lack of action is shown to have been in bad faith; and

13.2 be asked or forced to reveal information or materials which we gained as a result of the informal mediation stage of the dispute resolution service, unless ordered by a court with relevant jurisdiction.

Cancelling or altering the domain name

14 We may **cancel** or put the **domain name** into a **pending status** by **notifying** you if:

14.1 we receive independent proof that you have provided significantly inaccurate, not **correct**, unreliable or false contact details (including names), failed to keep your contact details up to date, or failed to give us those details at all;

14.2 you have broken any part of condition 5 or 6;

14.3 the **domain name** is being used in a way that is likely to endanger any part of the **domain name** system or our systems and internet connections; or

14.4 you have broken any of the conditions (including the **IM rules**, **IM DRP**) and (in the case of a matter which it is possible to put right and which is not covered by condition 4.3, 14.1 to 14.3 or 15) you do not put it right within 30 days of us **notifying** you.

15 We may (but do not have to) transfer, cancel, alter or amend the **domain name**, put it in a **pending status** or prevent its renewal:

15.1 on your instructions (including the absence of instructions to renew - see condition 18), or by someone apparently acting for you (see condition 3);

15.2 if we reasonably believe that the contact details on the **register** for you are so inaccurate or false that we would not be able to **notify** you of the change;

15.3 if we reasonably believe that the changes to update the **register** or to correct any error, ambiguity or inaccuracy relating to the **domain name** registration

(including any error in making the **domain name** available for registration or an error in a previous cancellation of the **domain name**) would make it more accurate;

15.4 if you withdraw your permission to having your **personal data** displayed on the **WHOIS**;

15.5 to carry out the decision made under our dispute resolution procedure; or

15.6 if **we** receive a complete and valid court order which we or you (or both) must obey, or if not making the changes the court orders would be a contempt of court by us or you.

16 If you are an individual, this contract will end if you die and the person legally appointed to deal with your assets after you die does not transfer the **domain name** (either to themselves or someone else) within a year of your death (or the end of their appointment, whichever comes first).

17 If you are not an individual, this contract will end if you complete a liquidation or disbandment process or otherwise no longer exist, even if (where possible) you are later restored by an official or court order or decision.

Duration, renewal and transfer

18 Unless ended earlier under this **contract**, we will enter your **domain name** on the **register** for the period purchased at the time of registration or renewal. If we receive your renewal request and fee in the standard format by the deadline we set, and in line with the conditions of this contract generally, you will have the right to enter into a new contract with us on the same standard conditions that we are then offering to people registering new domain names. The specific procedure which applies to renewals is set out on our website, or you can ask your **agent**.

19 We may transfer our rights and responsibilities under this contract to anyone else.

20 If you want to transfer your **domain name** to someone else, you must, as well as any general requirements in this contract:

20.1 use our current published transfer process (see section 12 of the .IM Rules); and

20.2 make sure that the person taking over the **domain name** accepts what remains of this contract in full.

21 If you do not transfer your **domain name** (as needed by condition 20) there will be no valid transfer of this contract and **domain name**, and no document or agreement attempting or claiming to transfer the **domain name** or this contract (or both) will have any effect.

22 If you are a **consumer**, you may have a right to cancel this contract amending or replacing it. The right must be claimed within seven working days of the start of the services (which include security-check work). If this happens, we will cancel this **domain name** and provide you or your **agent** (depending on who paid us) a full refund within 30 days. If we pay your **agent**, you will still have to get a refund from them.

Exclusions and limitations of liability

23 Nothing in these terms limits or excludes our liability for fraudulent misrepresentation or death or personal injury caused by our negligence.

24 By registering the **domain name**, we are not acknowledging that you have any rights in any words within the **domain name**, and we are not authorising you to use the **domain name** as part of a business.

25 We will not be liable to you whether under contract law, tort including negligence or otherwise, for:

25.1 any loss of profit, revenue or other type of economic loss (whether direct or indirect);

25.2 loss of business or contracts;

25.3 loss of expected savings or goodwill; or

25.4 any losses which a court categorises as 'consequential', or 'indirect' arising out of or in connection with the contract, including but not limited to:

25.4.1 any mistake or missing information in the **register**; and

25.4.2 loss of registration or use, or both (for whatever reason and whether temporary or otherwise), of the **domain name**.

26 The law normally implies terms into contracts, but you and we agree that, as far as the law allows, they do not apply to this contract.

27 Our total liability to you, whether under these conditions or otherwise (including liability for negligence), will be no more than £5,000.

28 Conditions 16, 17 and 23 to 36 will continue to apply after this contract has ended, even if that happens because we or you end this contract wrongfully.

General

29 If a court rules that any of these conditions is not valid or cannot be enforced, the other conditions will continue to be valid and enforceable.

30 This contract does not give you any legal rights against other people who have registered *.im* domain names or give other people rights against us for any reason.

31 The internet is constantly changing and developing. As a result of this, we reserve the right to make reasonable changes to the terms of this contract (including the **IM DRP** and **IM rules**) at any time during the term of the contract. We will only do so when we have good reason. We will publish a notice in advance (ideally, 30 days in advance) on our website and provide a link from the main page. The changes will apply from the date shown in the notice. You should visit our website regularly to find out about any changes. If you do not agree with any change to the conditions, you may **notify** us that you want to end the contract in at least 30 days' time. In this case, we will give you a proportionate refund of the registration for the remaining period.

32 Our address is Domicilium (IOM) Ltd, The Isle of Man Datacentre, Ronaldsway Industrial Estate, Ballasalla, Isle of Man, IM9 2RS, British Isles (telephone +44(0)1624 825278, fax +44 (0)1624 829525, e-mail: info@nic.im). Our offices are open from 9am to 5.30pm (UK local time) Monday to Friday, except for public holidays including those specific to the Isle of Man.

33 Except as set out in condition 3.4, or in the **IM DRP**, any notice to be given under the contract will:

33.1 be considered to have been served if hand-delivered, or sent by prepaid post, fax or e-mail, to you, your **agent** or representative (see condition 3.5) at any postal or e-mail address or fax number on the appropriate **register** entry (if to us, at any of the addresses above); and

33.2 apply from the date it was delivered, or if not delivered the date it was sent or posted.

34 This contract is a legally binding document. You should read it carefully and make sure that it contains everything you want and nothing you are not prepared to agree to. These conditions, together with the **IM rules**, **IM DRP**, are the entire contract between you and us for the **domain name**, and replace all previous contracts, understandings and representations about this **domain name**, whether spoken or written.

35 We deal with a large number of **domain names** and we rely on you or other people to tell us about any changes to your personal information or status. This means that sometimes we continue to list a **domain name** or accept instructions even after this contract has ended, or should have been ended. Nothing we do, or do not do, during that period stops the contract from ending, stops us from ending it, or acts to create a new contract.

36 This contract is made under the laws of Isle of Man and any court proceedings must be in the Manx courts.