

Domain  
Name  
Registration  
Service  
Agreement

## 1. Overview

- 1.1. This Domain Name Registration Service Agreement sets the terms and conditions in which you (“Registrant”, “You”, “Your”) register, renew, transfer and manage domain names with O’Brien Media Limited trading as O’Brien Media (“Registrar”, “Us”, “We”, “O’Brien Media”).
- 1.2. These terms are in addition to our general terms and conditions of service and relate specifically to domain name registrations managed using our service. You agree to be bound by these terms as well as all relevant 3rd party terms when registering domains with O’Brien Media.
- 1.3. Due to the changing nature of domain registration policy, we reserve the right to update or amend these terms at any time, without notice. Any changes will be published on our website. Your continued use of your domain name will constitute your acceptance of this Agreement. If you do not agree with any change in this agreement you may request that your domain registration be cancelled or transferred to a different ICANN-accredited registrar.
- 1.4. This agreement shall be binding for the duration of the domain name registration period. Renewal of your domain signifies your continued acceptance of these terms. Should the domain be successfully transferred to another registrar, or deleted, the Registrant Agreement shall cease.

## 2. Customer Obligations

- 2.1. You agree to ensure that all domains registered via our service:
  - 2.1.1. will not be used for any unlawful purpose
  - 2.1.2. will not be registered in bad faith, or otherwise be considered an abusive registration under the Registry, ICANN or our dispute policies or procedures
  - 2.1.3. will not infringe on the legal rights of any 3rd party
- 2.2. You acknowledge that we cannot guarantee availability of your desired domain name, even if an inquiry indicates its availability.
- 2.3. You are obligated to provide the following when submitting domain registrations:
  - 2.3.1. Your name, postal address, email address, voice, and if available, fax telephone numbers for the registrant, administrative, technical and billing contacts for the domain name
  - 2.3.2. The domain name being registered
  - 2.3.3. All other information required to perform the domain name registration
- 2.4. You must maintain all information to ensure it remains accurate, changes to information should be submitted within (7) days of change.
- 2.5. You acknowledge that willful provision of inaccurate or unreliable information, willful failure to correct inaccuracies within (7) days or failure to respond to registrar inquiries for over (15) days will constitute a material breach of the Registrant Agreement and will be a basis for suspension or deletion of the domain registration without refund or compensation.

- 2.6. O'Brien Media and each registry operator reserve the right to delete your domain registration if some or all of the information provided by you or your agent is false, inaccurate, incomplete, unreliable or misleading.
- 2.7. It is your sole responsibility to protect the security of your access credentials to our system(s) from any unauthorized use. Under no circumstances shall we be held liable for the unauthorized use or misuse of your access credentials.

### 3. WHOIS

- 3.1. You agree and acknowledge that we will make domain name registration information you provide available to ICANN, the registry operator, law enforcement agencies and other third parties as applicable.
- 3.2. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some or all, of the domain registration information you provide, for the purposes of inspection (such as our WHOIS service), as required or permitted by ICANN and applicable laws.
- 3.3. You consent to any and all such disclosures, whether during or after the term of domain registration. You irrevocably waive any and all claims and causes of action arising from such disclosures or use of domain information by O'Brien Media.
- 3.4. We will take all reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorised access or disclosure, alteration or destruction.
- 3.5. If you choose to utilise our WHOIS Privacy Protection, you agree to also be bound by our WHOIS Privacy Terms at [obrienmedia.co.uk/legal](http://obrienmedia.co.uk/legal).
- 3.6. Should you intend to license or otherwise provide use of the domain name to a 3rd party
  - 3.6.1. The Registered Name Holder shall nonetheless be considered the domain name holder of record and therefore held responsible for compliance with these and all associated terms
  - 3.6.2. You shall accept liability for harm caused by wrongful use of the domain name, unless you disclose within (7) days the current contact information provided by the licensee or operator upon provision of evidence of actionable harm
  - 3.6.3. You represent that you will secure the agreement of any third party to the full terms of this agreement

### 4. Auto-renewal

- 4.1. Domain names due for renewal will be automatically renewed by O'Brien Media subject to the following conditions:
  - 4.1.1. You have not notified us at least (45) days before the expiry date that you do not wish to renew the domain
  - 4.1.2. We are able to successfully take payment for the renewal from your stored payment method

- 4.2. The expiry procedures and recovery processes vary between registries; the procedure for gTLD domains are as follows:
  - 4.2.1. For (40) days after the expiry date the domain will be in the “Renewal Grace Period”. During this period you can renew your domain at our standard renewal fee.
  - 4.2.2. For (30) days after the Renewal Grace Period the domain will be in the “Redemption Period”. We are usually able to recover domains in the Redemption Period however, this cannot always be guaranteed. An additional redemption fee will also apply as well as the standard renewal fee. Redemption fees can be found on our domain pricing page.
  - 4.2.3. For (5) days after the Redemption period the domain will enter “Pending Delete”. It is not possible to recover domains at this stage.
  - 4.2.4. Approximately (75) days after expiry the domain will be deleted from the registry and will usually become available for registration.

## 5. Domain Expiry

- 5.1. If a domain is not renewed by the expiry date it will usually stop resolving and will be considered “expired”.
- 5.2. If we are unable to successfully take payment for the renewal via the stored payment method, or if you fail to manually renew the domain name within the required time-frame, the domain will expire and not be renewed.
- 5.3. It is your sole responsibility to ensure your contact information is up to date ensure email renewal reminders are received.
- 5.4. You accept that we may, at our sole discretion, renew a domain and may change the nameservers associated with the domain if it is not renewed before the due date.
- 5.5. The customer acknowledges that we may elect to assume ownership of domains which are not renewed within the relevant renewal grace period and may, at our discretion renew, auction or otherwise sell, update or transfer the domain to a 3rd party
  - 5.5.1. If we, in our sole discretion, elect to renew the registration, you will be entitled to the standard renewal grace period, and redemption period as specified by section 4. and the same terms and fees will apply
  - 5.5.2. During these grace periods we may elect to display a parking page and/or may revise the WHOIS registration to include our information
  - 5.5.3. The domain name may also be listed for auction and/or promoted as available for sale
  - 5.5.4. If you do not elect to renew or restore the domain during the renewal grace period nor the redemption period, the auction or sale will be concluded and the ownership of the domain will be transferred to a third party and will not be available for re-registration after the stated grace period(s).
- 5.6. You acknowledge and agree that your right and interest in a domain name ceases upon its expiration and any expired domain name may be made available for registration by a 3rd party.

- 5.7. While we will endeavour to ensure domains renewals are processed promptly we make no guarantee that attempted renewals will be successful and it is your responsibility to check their domain has been renewed successfully using the WHOIS service.
- 5.8. If you fail to renew your domain registration, your domain may cease to resolve and visitors to your site may be directed to a default page informing them that the domain has expired and is no longer resolving. This parking or default page may feature advertisements for our own benefit.

## 6. Recovering Domain After Expiration

- 6.1. It may be possible to recover a domain name after it has expired depending on the relevant registries policy.
- 6.2. If the domain is within the “Renewal Grace Period” then it will be possible to renew the domain for the standard renewal fee.
- 6.3. If the domain is not within the Renewal Grace Period, but is within the registry Redemption Period it will be subject to a Redemption Recovery fee as specified on the domain pricing page on our website plus any applicable renewal fees and taxes.
- 6.4. It may not always be possible to renew a domain name after its expiry and O’Brien Media has the sole and final word in determining when a domain name can be renewed post-expiry and what fees will be applicable.
- 6.5. If you forfeit a domain name due to non-payment, O’Brien Media will have the right, in its sole discretion, to:
  - 6.5.1. Register and use the domain name for its own purposes;
  - 6.5.2. Sell or transfer the domain name to a third-party; or
  - 6.5.3. Delete the domain name making it immediately available for registration by anyone.
- 6.6. Further, you agree that O’Brien Media may charge the credit card you have on file to recover any amounts outstanding on your account.

## 7. 3rd Party Terms

- 7.1. Due to the nature of domains, various 3rd parties such as the registries and governing bodies such as ICANN may impose their own terms and conditions.
- 7.2. You acknowledge that you will also be bound by additional 3rd party terms depending on the type of domain registration, you can find details of TLD Specific 3rd Party Terms at [obrienmedia.co.uk/legal](https://obrienmedia.co.uk/legal)
- 7.3. All relevant 3rd Party terms form part of this agreement, you agree to be bound by them as well as the terms included here. In the event that this agreement is inconsistent with any provision of the 3rd party terms, the 3rd party terms shall prevail.
- 7.4. You agree that your registration of the domain name shall be subject to suspension, cancellation or transfer pursuant to Paragon Names, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Paragon Names, registry, ICANN or government-adopted

policy, (1) to correct mistakes made by us or a registry in registering the domain name or (2) for the resolution of disputes concerning the domain name.

## 8. Disputes, Complaints and Legal Challenges

- 8.1. Occasionally domain names may become the subject of a legal dispute. In the event that a dispute arises, you shall indemnify and hold O'Brien Media Limited, its subsidiaries, contractors, agents, employees, officers, directors and affiliates, ICANN and the applicable Registry Operator harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of, or related to, the domain name registration.
- 8.2. In the event that we are threatened with legal action, or at our sole discretion believe that legal action is likely to be brought, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in the suspension or cancellation of your domain name. This indemnification obligation will survive the termination or expiration of this Agreement.
- 8.3. If O'Brien Media is notified that a complaint has been filed with a judicial or administrative body regarding your domain name, O'Brien Media may, at its sole discretion,
  - 8.3.1. suspend your ability to manage, update, or transfer your registration records and/or
  - 8.3.2. provide control of your domain name registration with the appropriate judicial entity
- 8.4. Registration or reservation of your chosen domain name does not guarantee immunity from objection to the registration, reservation or use of the domain under registry dispute policy and/or applicable law
- 8.5. You agree that should the registration of your domain name be challenged by a third party, you will be subject to the provisions specified in the dispute policy of the applicable registry.
- 8.6. This agreement shall be governed by, interpreted and enforced in accordance with the laws of the United Kingdom. Any action relating to this agreement must be brought in the United Kingdom and you irrevocably consent to the jurisdiction of such courts.

## 9. Cancellation

- 9.1. If you do not wish to renew your domain, you must cancel it by disabling Auto-renew at least 1 day before the renewal due date via the control panel
- 9.2. The customer acknowledges that the due date may differ from the domain expiry. Some domains will need to be renewed up to 60 days before the expiry date to ensure successful renewal due to registry requirements.

## 10. Refunds

- 10.1. Due to the bespoke nature of domain names they are non-refundable in whole or part once the registration, transfer or renewal has been submitted to the registrar, even if the registration is suspended, cancelled or transferred prior to the end of the current registration term.
- 10.2. The customer understands that Domain names are not entitled to a “cooling off” period under the Distance Selling Regulations 2000 as per Regulation 13(1)(c).
- 10.3. The customer understands that we are unable to change or edit the spelling of domain names after registration. It is the customers responsibility to ensure the spelling of a domain is as desired before completing the order.
- 10.4. If a domain is registered with a misspelling in error you may be eligible for a credit so that the correct spelling can then be registered. You must contact us within 2 days of registration to arrange this. Any credits are issued at our sole discretion and dependant on registry policies.
- 10.5. No refund will be issued for domains which are deleted due to a breach of these or any relevant associated terms.

## 11. Transfer of Ownership

- 11.1. The person named as Registrant on the WHOIS shall be the registered domain name holder. The person named as the administrative contact shall be deemed the designate of the Registrant with whom full authority to manage the domain has been assigned.
- 11.2. You agree that prior to transferring ownership of your domain to another person (the ‘Transferee’) you will require them to agree, in writing to be bound in the terms and conditions set forth in this Agreement.
- 11.3. If the transferee fails to be bound in an acceptable fashion (as determined by us at our sole discretion) to the terms and conditions of this agreement any such transfer will be considered null and void
- 11.4. You acknowledge and agree that for all applicable gTLDs We will act as a Designated Agent, pursuant to ICANN’s Transfer Policy, whenever a request is made to update the registrant contact details associated with a domain name. In that respect, You expressly authorise Us to approve a change of registrant or any change to the registrant’s contact details on Your behalf.