

Definitions

Abuse Point of Contact: a single contact point responsible for addressing matters requiring expedited attention and providing a timely response to abuse complaints concerning Domain Names.

Acceptable Use Policy: a policy that describes the types of acceptable uses for Domain Names.

Business Day: an ordinary business day in England.

Blocked Names: Domain Names blocked from registration by the Registry. Further details are provided in section 3 of the Naming Policy.

Complaint Resolution Service (or CRS): a proposed mediation-based dispute resolution process offered by the Registry. The CRS is expected to complement ICANN-mandated trade mark Rights Protection Mechanisms such as the [UDRP](#) or URS.

Domain Name System (or DNS): the system that helps people find their way around the Internet. Every computer on the Internet has a unique address, which is a string of numbers, called an “IP address” (IP stands for “Internet Protocol”). Because IP addresses are hard to remember, the DNS makes using the Internet easier to navigate by allowing a familiar string of alphanumeric characters (the “domain name”) to be used instead of the IP address; so instead of typing 207.151.159.3, Internet users can type www.internic.net.

Domain Name: a series of alphanumeric characters separated by dots, such as nic.london, serving as a human-readable term/alphanumeric identifier corresponding to an IP address, and allowing members of the public to identify the “owner” (registrant) of the address. All letters to the right of the final visible dot are the “Top Level Domain” or “TLD” (defined below). Letters directly to the left of the TLD are the “Second-Level Domain”. Domain Name is used in these definitions and in the Registry Policies to refer to a domain name within .LONDON.

Escrow Agent: an independent company contracted to perform data escrow services for the Registry. The Registry is required to provide Registrant Information to the Escrow Agent. Further details as to why this is done and what the Escrow Agent may do with that Registry Information is set out in section 4 of the Privacy and Whois Policy.

ICANN (the Internet Corporation of Assigned Names and Numbers): the organisation that creates the rules and policies for the operation of the domain name System (DNS), and ensures the technical stability of the DNS.

ICANN Policies: domain name-related policies created by ICANN (including the ICANN consensus policies) that govern certain actions related to domain names, Whois, and other ICANN-related functions and which apply to .LONDON; a current list is at: www.icann.org/en/resources/registrars/consensus-policies.

Infringing Name: a Domain Name that has been registered or used contrary to the terms of section 4 of the Naming Policy. This includes, for example, a Domain Name that infringes the trade mark rights of another person.

.LONDON: the Top Level Domain operated for the benefit of London and Londoners, as managed by the Registry.

Definitions

London Nexus Requirement: The connection with London that is required of any Registrant of a Domain Name. That requirement is set out in section 1 of the Naming Policy.

Name Detrimental to London: a name that has been determined to be detrimental to the goodwill and reputation of London in accordance with section 5 of the Naming Policy.

Naming Policy: a policy document that describes the allocation of Domain Names in the .LONDON Top Level Domain including as to any Reserved Names and Blocked Names.

Name Server: a server (computer) which stores the Zone File for a particular domain name and directs DNS queries to the relevant destination specified in the zone file.

Personal Information: means information about an individual, including any Registrant, whose identity can reasonably be ascertained from such information, but does not include indexes or aggregations of Personal Information relating to more than one person, such as “logfiles”, DNS Zone Files, databases or backups. This information may include inter alia the name, address, telephone number, and email address of the Registrant, if the Registrant uses those as their primary contact information for the domain name

Premium Names: Domain Names reserved by the Registry, which may be offered for registration to the public under the Premium Names terms and conditions to be published by the Registry.

Privacy & Whois Policy: a policy document that describes how Registrant Information (including Personal Information) may be used.

Registrant: a person, whether an individual or business, in whose name a Domain Name is registered. In relation to privacy service, where a “private” or “proxy” information service is used, the Registrant is the individual or business using that service.

Registration Agreement: a document which registrars present to registrants (as a requirement of the terms of the Registry-Registrar Agreement), and which registrants must acknowledge and agree to in order to register a Domain Name. The Registration Agreement binds Registrants, at the time of either initial or renewal registration, to the Registry Policies, and the ICANN Policies.

Registrant Information: the information provided by the Registrant to the Registrar in connection with the registration of a Domain Name as described in the Privacy & Whois Policy. Registrant Information may include Personal Information.

Registrar: an entity, duly accredited by ICANN and under contract with the Registry, through which a business or individual can register a .LONDON domain name.

Registry: Dot London Domains Limited (a subsidiary of London & Partners Limited), operator of the .LONDON Top Level Domain.

Registry Policies: the policy framework governing registrations in .LONDON which includes the Naming Policy, Acceptable Use Policy, Privacy & Whois Policy, Sunrise Dispute Resolution Policy, any Complaint Resolution Service Policy, and other policies and regulations that may be added from time to time.

Reserved Names: Domain Names which are unavailable for third-party registration.

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Registry-Registrar Agreement: the agreement between the .LONDON Registry, and each Registrar who is authorised to sell domain names within .LONDON .

Sunrise: means an opportunity for trade mark owners to register the exact Identical Match of their mark as a domain name prior to general domain name availability in .LONDON.

Sunrise Dispute Resolution Policy: a policy document governing any challenge that a Domain Name has been improperly registered or denied registration during Sunrise.

Top Level Domain (or TLD): anything to the right of the final dot in a domain name; e.g., “.com”, “.net”, “.uk”, “.london”.

UDRP (Uniform domain name Dispute Resolution Policy): an ICANN Policy that provides for third party adjudication of domain name disputes concerning alleged trade mark abuse.

URS (Uniform Rapid Suspension): an ICANN Policy. similar to the UDRP, that provides a means by which a clearly infringing domain name is quickly taken down (i.e., suspended), pursuant to third party adjudication.

User: anyone, whether a business or individual, who uses or accesses the .LONDON Registry; who has responsibility for one or more host records in the Registry Zone Files generated from the Registry; domain name Registrants; and/or users of hardware, Name Servers, bandwidth, telecommunications transport, Zone Files or email routing services or of any other domain name resolution systems and services in the Registry and Zone File. A User includes any one who applies for a Domain Name and may or may not be a Registrant.

Whois: an ICANN-mandated tool that displays the registrant, Name Server, expiration date and contact information for a domain name. It may include Personal Information. Further details are provided in the Privacy & Whois Policy.

Zone File: a list of all resource records under a particular domain, containing information such as valid subdomains, their record type (A Record, MX Record, etc.), and the IP addresses or hostnames they resolve to.

Naming Policy

This Naming Policy sets forth the rules concerning the availability of any Domain Name registered in the .LONDON Top Level Domain. This Naming Policy forms part of the Registry Policies that apply to and govern a Domain Name. Words in capitals used in this policy have the meaning set out in the definitions document that can be found in the definitions.

“Term” as used in this Naming Policy means any combination of letters/numbers or words/names, alone or in combination, whether or not separated by hyphens, including acronyms/initials and coined words/names, including any misspellings.

1. London Nexus

Subject to the Registry Policies, Domain Names are available to individuals or entities who have a physical address in London [comprising the City of London and 32 London Boroughs]; or who in good faith declare that they have an affiliation with or interest in London, such as to provide information, or offer products, goods or services, relevant to London or Londoners (the “London Nexus Requirement”).

2. Reserved Names

Users may neither apply for, nor register, a Reserved Name or any term that is similar to a Reserved Name. The Registry may however, allocate Reserved Names to any person that the Registry in its sole discretion considers to be entitled to use or properly associated with that Reserved Name. Only a person or entity that has been allocated a Reserved Name by the Registry may use it.

a. Reserved Names may include:

- i. Terms associated with the official tasks and duties of the UK government and its officials, including but not limited to names of departments, offices, or agencies, and including their official abbreviation or customary shortened form or other names or terms that are commonly used to identify or describe them.
- ii. Terms associated with London’s regional and local government services, including but not limited to, the names and services of the Greater London Authority, the 32 London boroughs, the Corporation of London, Transport for London, the Metropolitan Police, and the London Fire Brigade.
- iii. Terms associated with the British Monarchy.
- iv. Second Level Domains (SLDs) managed or delegated by the “.uk” operator Nominet (a current list can be found [here](#)).
- v. Terms included in Specification 5 of the Registry Agreement for the .LONDON Top Level Domain between ICANN and the Registry.
- vi. Terms associated with important historical and cultural attractions, public spaces, landmarks and sites, including but not limited to names and terms related to parks and squares, neighbourhood names, road and street names, museum names, and names of important buildings.
- vii. Terms associated with the promotion of London to a local, national and international audience

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- viii. Terms that have been determined by the Registry to carry a premium value and which will be made available for purchase by registrants at the discretion of the registry.
- ix. Other terms reserved by the Registry from time to time, including for strategic use by the Registry or its partners.

3. Blocked Names

The Registry reserves the right, in its sole discretion, to block certain names and terms from registration (“Blocked Names”). The Registry may also block certain Domain Names from availability for registration in accordance with applicable law or ICANN Policies. (The Registry does not publish a list of blocked names and terms due to their potentially sensitive nature, but will be made available to Registrars for the sole purpose of supporting domain name registrations)

4. Infringing Names

Users may not register and/or use a Domain Name:

- a. that infringes another person’s trade mark rights or is contrary to another person’s rights under the English law of passing off (or broadly equivalent rights in some other jurisdiction);
- b. that is contrary to the [Uniform Dispute Resolution Policy \(UDRP\)](#) or are liable to suspension under the [Uniform Rapid Suspension Policy \(URS\)](#).

A Domain Name that has been registered or used contrary to the terms of this section, is an “Infringing Name” for the purposes of this Naming Policy and any other Registry Policy.

5. Names Detrimental to London

Users may not register or use Domain Names that the Registry determines in its absolute discretion to be detrimental to the goodwill and reputation of London (a “Name Detrimental to London”).

6. Registrations contrary to Naming Policy

In the event a User registers a Reserved Name, Blocked Name, Infringing Name or Name Detrimental to London, or the Registry in its sole discretion determines that a Registrant of a Domain Name does not satisfy the London Nexus Requirement the Registry may, in its sole discretion, suspend, cancel, or transfer such Domain Name or take other action consistent with its rights under the Registry Policies or otherwise, without any obligation to refund any fees to the User or Registrant.

Users who repeatedly try to register Reserved Names, Blocked Names, Infringing Names or Name Detrimental to London or Domain Names where the Registrant does not satisfying the London Nexus Requirement, then the User may be banned from further registration of Domain Names and may have any other Domain Names registered to them revoked or cancelled.

Acceptable Use Policy

This Acceptable Use Policy sets out the prohibited actions by a Registrant or User of any Domain Name registered in .LONDON.

This Acceptable Use Policy forms part of the Registry Policies that apply to and govern the registration of a Domain Name. Words in capitals used in this policy have the meaning set out in the definitions document.

The current version of this Acceptable Use Policy applies to any Domain Name registered in .LONDON, no matter when or how registered or renewed. In the event a Registrant licenses or leases a Domain Name or creates any sub-domain or otherwise allows any other person to use the Domain Name, the Registrant shall be responsible for all activity related to the Domain Name and any sub-domain, including compliance with the Registry Policies and the acts of the User shall be deemed to be the act of the Registrant for the purposes of the Registry Policies.

1. Lawful Use

The registration and use of Domain Names in .LONDON must be for lawful purposes.

2. Naming Policy

Registration or use of a Domain Name must not violate the Naming Policy.

3. Failure to Transfer

A Registrant must not fail to transfer a Domain Name to a third party if, as evidenced in writing, the Registrant acted as an agent of the third party when registering for the Domain Name, or as ordered by a court of competent jurisdiction or UDRP provider.

4. Viruses malware, phishing etc

A Domain Name must not be used to publish content or in any other manner which:

- a. is capable of disruption of systems in use by other Internet users or service providers (e.g., distribution of viruses, malicious botnets, or malware); or
- b. seeks or attempts to seek authentication or login details used by operators of other Internet sites, or may mislead or deceive visitors to the site that the site has an affiliation with the operator of another Internet site (i.e., phishing).

5. Prohibited Content

A Domain Name must not be used to publish, distribute or communicate (including through links forwarding or framing):

- a. material that infringes upon the intellectual and/or industrial property rights of another person or entity, including by piracy, counterfeiting, or otherwise. Intellectual and/or industrial property rights include, but are not limited to, current and future: copyrights, design rights, patents, patent applications, trade marks, rights of personality, and trade secret information;

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- b. images or materials that are prohibited by or constitute an offense under applicable laws, including the law of the Registrant's country of residence;
- c. material that includes, by way of example and without limitation, real or manipulated images depicting the sexual exploitation of children, bestiality;
- d. material containing threats or detailed instructions regarding how to commit a crime or encourages conduct that may constitute a criminal offence;
- e. defamatory material or material that constitutes racial vilification or "hate speech";
- f. software, technical information or other data that violates applicable export control laws or anti-circumvention provisions;
- g. confidential or personal information or data including confidential or personal information about persons that was collected without their knowledge or consent; or
- h. material that is detrimental to the goodwill and reputation of London.

6. Order of Court of Other Governmental Authority

A Domain Name must not be used in a manner that is in contempt of, or contrary, to the orders of a court or the orders or other direction of a competent governmental authority within the United Kingdom or in any other relevant jurisdiction.

7. Electronic Mail

A Domain Name must not be used for any of the following activities:

- a. Communicating, transmitting or sending unsolicited bulk email messages or other electronic communications ("junk mail" or "spam") of any kind including, but not limited to, unsolicited commercial advertising and informational announcements as prohibited by applicable law.
- b. Communicating, transmitting or sending any material by email or otherwise that harasses another person or that threatens or encourages bodily harm or destruction of property.
- c. Communicating, transmitting, sending, creating, or forwarding fraudulent offers.
- d. Adding, removing, modifying or forging any network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other identifying information (i.e., spoofing).

8. Disruption of the Registry Network

A Domain Name must not be used for the purpose of:

- a. restricting or inhibiting any person in their use or enjoyment of the Registry's network or a Domain Name or any service or product of the Registry.

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- b. actually or purportedly reselling the Registry's services or products without the prior written consent of the Registry.
- c. communicating, transmitting, or sending very large or numerous pieces of email or illegitimate service requests (e.g., a DDoS attack).
- d. providing false or misleading information to the Registry or any related party.
- e. facilitating or aiding the transmission of confidential information, private, personal or stolen data, such as credit card information (without the owner's or cardholder's express written consent).

9. Network Integrity and Security

Registrants are prohibited from:

- a. circumventing or attempting to circumvent the security of any host, network or accounts (i.e., cracking or hacking) on, related to, or accessed through the Registry's network. This includes, but is not limited to:
 - i. accessing data not intended for such Registrant;
 - ii. logging into a server or account which such Registrant is not expressly authorised to access;
 - iii. using, attempting to use, or attempting to ascertain a username or password without the express written consent of the operator of the service in relation to which the username or password is intended to function;
 - iv. probing the security of other networks; and/or
 - v. executing any form of network monitoring which is likely to intercept data, of any nature, not intended for the Registrant.
- b. effecting any network security breach or disruption of any Internet communications including, but not limited to:
 - i. accessing data of which such Registrant is not an intended recipient; and/or
 - ii. logging onto a server or account which such Registrant is not expressly authorised to access.

For the purposes of this section, "disruption" includes, but is not limited to: port scans, TCP/UDP floods, packet spoofing; forged routing information; deliberate attempts to overload or disrupt a service or host; and/or, using the Registry's network in connection with the use of any program, script, command, or sending messages with the intention or likelihood of interfering with another user's terminal session by any means, locally or by the Internet.

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10. Enforcement

The Registry may (but is not obliged to), in its sole discretion (including based on reports made to the Registry by third parties), and without prior notification, suspend, transfer, or terminate a Registrant's service, including all and any of the Registrant's Domain Name registrations, if the Registry believes:

- a. a violation of this Acceptable Use Policy or any other Registry Policy has occurred or a reasonable indication that such a violation may have occurred; and/or
- b. suspension and/or termination may otherwise be in the public interest.

11. Modification of Network Data

In the course of its duties to comply with ICANN Policies, UDRP, URS, or CRS decisions, court or other governmental orders, or other duly-qualified law enforcement requests, or to protect the integrity and functioning of its networks, the Registry, in its sole discretion, reserves the right to:

- a. remove or alter content, Zone File data and/or other material from its servers that violates the provisions or requirements of this AUP;
- b. re-delegate, redirect or otherwise divert traffic intended for any service;
- c. notify operators of Internet security monitoring services, virus scanning services and/or law enforcement authorities of any breach or apparent breach of this AUP or other Registry Policies; and/or
- d. terminate access to the Registry's network by any person or entity that the Registry determines has violated the provisions or requirements of this AUP.

12. Limitation and Indemnity

THE REGISTRANT'S ATTENTION IS PARTICULARLY DRAWN TO (A) THE LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS SET OUT IN THE REGISTRATION AGREEMENT THAT THE REGISTRANT HAS AGREED APPLY TO THE DOMAIN NAME, AND (B) THE FACT THAT THE REGISTRY (AND REGISTRY RELATED PERSONS) CAN DIRECTLY ENFORCE THESE PROVISIONS AGAINST THE REGISTRANT.

Registration Agreement

Note: while Registrars may require Registrants to agree to certain Registrar-specific Terms & Conditions, the terms of the .LONDON Registration Agreement set out below must be fully incorporated in any agreement entered into by and between a Registrar and Registrant for the registration and/or renewal of a .LONDON Domain Name. Registrars may only amend the terms and conditions set forth herein to the extent necessary to comply with local laws and subject to obtaining prior written approval from the Registry.

This .LONDON Registration Agreement (the “Agreement”) is entered into by and between a .LONDON Domain Name Registrant (“You”) and _____ (the “Registrar”) relating to Domain Name services including the registration, renewal, transfer, or deletion of a Domain Name in the .LONDON Top Level Domain Registry.

This Agreement set out the terms and conditions that apply to a .LONDON Domain Name registered in the .LONDON Registry operated by Dot London Domains Limited (the “Registry”).

Terms and Conditions

1. London Nexus

Subject to the Registry Policies, Domain Names are available to individuals or entities who have a physical address in London (comprising the City of London and 32 London Boroughs); or who in good faith declare that they have an affiliation with or interest in London, such as to provide information, or offer products, goods or services, relevant to London or Londoners.

If when You apply to register or renew a Domain Name or at any time during the registration term of the Domain Name You do not have an address in London, You are automatically making a declaration that You have the necessary affiliation with or interest in London.

2. The Policies

By applying to register or renew a Domain Name in the .LONDON Top Level Domain Registry (hereinafter referred to as an “Application”) or by registering one or more Domain Name(s), You agree and acknowledge that in addition to the terms of this Agreement the Domain Name(s) will be subject to the Policies being:

a. the Registry Policies, which are the following:

- (i) Naming Policy,
- (ii) Acceptable Use Policy,
- (iii) Privacy & Whois Policy,
- (iv) Sunrise Dispute Resolution Policy;
- (v) any Complaint Resolution Service Policy; and

any other policy or policies as may be released from time to time by the Registry;

b. the ICANN Policies that apply from time to time to the .LONDON Top Level Domain Registry, which include:

- (i) the UDRP, and
- (ii) the URS

Copies of the Registry Policies are available on the Registry’s website at www.nic.london.

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You recognise and acknowledge that the Registry Policies may be changed by the Registry on reasonable notice. Notice may be given in an email to a contact email address You have provided in connection with your registration, or on the Registry's website at www.nic.london.

The ICANN Policies that apply from time to time and the procedures and circumstances in which they may be changed are to be found on the ICANN website at www.icann.org.

Your continued registration and/or use of a Dot London Domain Name following the effective date of any changes or additions to the Registry Policies or the ICANN Policies constitute your acceptance of those changed or additional Policies. In the event that You do not wish to be bound by the changes or additions your sole remedy is to cancel the registration of the Domain Name(s), by following the appropriate Registry and/or Registrar Policies regarding such cancellation.

3. Registration Fee

You shall pay to the Registrar the appropriate registration fee ("Registration Fee") applicable at the time that You submit your Application to the Registrar. You acknowledge and accept that the Registrar must pay a separate registration fee to the Registry in connection with any Application, and that the Registry need not process or accept any Application if this fee has not been paid to it.

4. Term and Renewal Term

Your registration of the Domain Name shall continue for the term specified in the accepted Application (the "Term"), subject to suspension or termination pursuant to this Agreement and/or the Registry Policies. Domain Name Registrations may be made for an annual term of between one (1) and ten (10) years.

5. Registrant Information

- a. You must provide the following information to the Registrar:
 - i. If You are an individual, your legally recognised first and last name (surname);
 - ii. If You are an entity such as a corporation, organisation, association, that is recognised as a legal person under relevant law, 1. the full name of that entity, 2. details of the country under whose laws you are recognised and 3. details of an individual who is authorised by You to act as your registrant contact
 - iii. Your valid postal address
 - iv. A working email address for You
 - v. A working telephone number for You, including country code, area code, and proper extension, if applicable

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- b. You acknowledge and agree that all information supplied by You to the Registrar, including the personal information of any individual, may be supplied to the Registry for the purposes, and used in the manner, set out in the Privacy & Whois Policy. Your attention is particularly drawn to the inclusion of such information in a publicly accessible information service known as the Registry's "Whois" service. You agree to obtain all and any necessary consents to such use from any individual whose details You provide to the Registrar.
- c. You shall ensure that: (i) the information submitted by You to the Registrar in connection with the registration of the Domain Name or otherwise ("Registrant Information"), is true, current, complete, accurate, and reliable; and (ii) You shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by immediately notifying the Registrar of any change to such Registrant Information. **Your attention is drawn to the Privacy & Whois Policy (which forms part of the Registry Policies), which provides that inaccurate or out of date Registration Information may lead the Registry to suspend and/or delete the Domain Name.**
- d. You agree to respond to and answer in a timely fashion to any communication or query from the Registrar or the Registry regarding or seeking clarification of any Registrant Information.

6. Nature of Registration

On payment of the Registration Fee to the Registrar and after payment by the Registrar to the Registry of the relevant fee, and after acceptance of the Application, You will be entitled to exclusively use the applied-for Domain Name, for the duration of the Term.

7. Your Obligations

You , agree and represent that:

- a. You will not use the Domain Name to distribute malware, abusively operate botnets, engage in phishing, piracy, trade mark infringement, copyright infringement, fraudulent or deceptive practices, or counterfeiting, or otherwise engage in activity contrary to any applicable law;
- b. You will not register, sublicense, use, display, exploit, or otherwise dispose of a Domain Name in any manner which may contravene or violate the Registry Policies;
- c. You will not authorise or permit any other person to do anything that if performed by You would constitute a breach of paragraphs (a) or (b) above or which would otherwise constitute a breach of this Agreement;
- d. You are either: (i) an identifiable human individual; or, (ii) a properly described and legally-recognised entity within its national jurisdiction, e.g., corporation, limited liability company, partnership, association, society, or proprietary limited company, which is able and has all necessary authorities to enter into this Agreement;
- e. You will not grant or purport to grant a security interest or other encumbrance on or over the Domain Name unless such security interest or other encumbrance does not

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exceed Your limited rights in the Domain Name under this Agreement and does not impair your ability to fulfil your obligations under this Agreement;

- f. You meet and will continue to meet for the whole of the Term any eligibility criteria prescribed in the Registry Policies for registering and using the Domain Name;
- g. You have not previously submitted an Application for registration of a Domain Name for the same character string with another Registrar where:
 - i. You are relying on the same eligibility criteria for both domain name Applications; and
 - ii. the character string has previously been rejected by the other Registrar.

8. Breach

Failure by You to abide by any provision of this Agreement (including the Registry Policies) will be considered a material breach of the Agreement that will entitle the Registrar without further notice to You to terminate the Agreement and to delete or suspend all and any Domain Names registered by You. **Your attention is also drawn to the Acceptable Use Policy (which forms part of the Registry Policies), which provides that in certain circumstances, including breach of the Registry Policies, the Registry may delete or suspend or transfer, all and any Domain Names registered by You.** In such circumstances any Registration Fee paid in respect of any deleted or suspended or transferred Domain Names shall not be refunded to You.

9. Indemnity

You shall defend, indemnify, and hold harmless the Registry, Registrar and such parties' officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns and attorneys (the "Registry Related Parties") from and against any and all claims made by third parties against the Registrant or Registry Related Parties, including, but not limited to, all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including lawyers' fees on a full indemnity basis, and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, including your use, display, exploitation, or registration of the Domain Name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from You that You can satisfy and fulfil your indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this Agreement.

10. Disclaimer and Limitation of Registry's Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY AND THE REGISTRY RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, RELATING TO THE USE, SUSPENSION, TERMINATION OR THE INABILITY TO USE, THE DOMAIN NAME, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING IN THE CASE OF NEGLIGENCE BY THE REGISTRY RELATED PARTIES), OR OTHERWISE. THE REGISTRY'S SOLE LIABILITY SHALL BE LIMITED TO ONE OF THE FOLLOWING (AS THE REGISTRY MAY DETERMINE IN ITS SOLE DISCRETION):

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- (i) SUPPLYING THE DOMAIN NAME AGAIN; OR
- (ii) A REFUND OF THE MONIES PAID TO THE REGISTRY IN RESPECT OF THE DOMAIN NAME

NOTHING IN THIS CLAUSE SHALL LIMIT ANY LIABILITY TO YOU BY REASON OF THE FRAUD OF THE REGISTRY OR ANY CLAIM UNDER ENGLISH LAW ARISING FROM DEATH OR PERSONAL INJURY

11. Governing Law/Forum Selection

This Agreement shall be exclusively governed by and construed in accordance with the laws of England and Wales. You hereby irrevocably consent to the exclusive jurisdiction of the Courts of England and Wales, for any and all claims or disputes in which the Registry is a party and which arise out of, purport to enforce, construe, or otherwise relate to the Domain Name, this Agreement, or any Registry Policy. You waive any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and You waive any statutory or other right pursuant to the laws of the jurisdiction in which You reside to have a case relating to this Agreement adjudicated or resolved in that jurisdiction.

12. Severability

If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original intention of the Agreement.

13. No Waiver

The failure of any party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.

14. Priority of this Agreement

You agree that this Agreement shall take precedence over any agreement between You and the Registrar in respect of the Domain Name(s). Additional agreements, if any, may be entered into between You and the Registrar, but no such additional agreement may waive, alter, or supersede any provision of this Agreement without the written agreement of the Registry. If there is any conflict between such additional agreements and this Agreement, this Agreement shall prevail.

15. Assignment

The parties agree that the Registry is able to assign, sub-assign, license, or sub-license its rights under this Agreement or any portion thereof to a third party without prior written notice to the Registrant.

16. Survival of Obligations

The parties agree that clauses 6 (Nature of Registration), 7 (Your Obligations), 9 (Indemnity), 10 (Disclaimer and Limitation of Registry's Liability), and 12 (Severability) shall survive the expiry or termination of this Agreement.

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17. No Agency and Third Party Rights

The Registry is not a party to this Agreement and the Registrar does not act as Agent for the Registry. However, the Registry and each of the Registry Related Parties are an intended beneficiary of any right granted to it by this Agreement with the ability to enforce that right directly against You (whether under the Third Contracts (Rights of Third Parties) Act 1999 or otherwise). You and the Registrar also acknowledge that the Registry in permitting the registration of a Domain Name and also in allowing a Domain Name to remain registered in the .LONDON Top Level Domain, relies upon the fact that You and the Registrar have agreed to the terms of this Agreement.

THIS AGREEMENT IS EFFECTIVE AND BINDING as of the date of acceptance hereof by THE REGISTRY (i.e., the date of registration of the Domain Name).

Privacy & Whois Policy

This Privacy & Whois Policy forms part of the Registry Policies that apply to and govern the registration of a Domain Name. Words in capitals used in this policy have the meaning set out in the definitions.

It is to be supplied by the Registrar to the Registrant as a precondition to registration of a .LONDON Domain Name.

1. Preamble

On registering a Domain Name a Registrant enters into a Registration Agreement with a Registrar which requires the Registrant to provide the Registrar with certain information about the Registrant (the "Registrant Information"). By registering a Domain Name a Registrant agrees to that Registrant Information (which may include Personal information) being provided to the Registry and for it to be used in the way described by the Registry Policies including this Privacy & Whois Policy.

2. Objectives

The objectives of this Privacy & Whois Policy are:

- a. to disclose to the Registrant, how and in what circumstances Registrant Information is used and may be disclosed to someone else;
- b. to inform Registrants as to what the Registry may do if it becomes aware that Registrant Information (including Registrant information used in connection with the Registry's "Whois" service) is inaccurate.

3. .LONDON "Whois"

The Registry collects and maintains a database of Registrant Information that is used for a publicly accessible information service known as the .LONDON "Whois" service. This Whois service makes available to the public the following information in relation to a Domain Name:

- a. Technical information on the DNS servers resolving a Domain Name;
- b. The date the Domain Name was inserted into the Registry's database;
- c. The date of last modification;
- d. The date of expiration;
- e. The current status of the Domain Name;
- f. The Registrar's contact details;
- g. The Registrant's name;
- h. The Registrant's physical address and/or alternate address;
- i. The Registrant's email and phone numbers and/or alternate address;

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- j. The Registrant's state and/or alternate address;
- k. The Registrant's country and/or alternate address; and
- l. Details of nominated administrative, technical and billing contacts.

It is possible that the Registrar used by the Registrant may offer a service whereby "private" or "proxy" information is provided to the Registrar in place of the Registrant's name and/or contact details. Where a Registrant makes use of such a service, the "private" or "proxy" information will be made available to the public as part of the .LONDON Whois service in place of the Registrant's name and/or contact details.

Even where a Registrant makes use of such a service, the Registrant's name and/or contact details shall be disclosed by the Registrar (i) to a URS or UDRP provider in response to a request from such a provider in connection with URS or UDRP proceedings; (ii) to the Registry if in the Registry's reasonable opinion the Domain Name has been registered and/or is being used in a manner that is or may be contrary to any aspect of the Registry Policies; and (iii) if an English court or the court of any competent jurisdiction orders disclosure.

4. Escrow Obligations

The Registry is required under the terms of its Registry Agreement with ICANN to provide DNS data and Registrant information, including Personal Information, on a regular basis to an Escrow Agent. The Escrow Agent is required to keep this information confidential, but the Escrow Agent may be required to transfer Registrant Information, including Personal Information, to ICANN and an ICANN-mandated back-up registry operator ("EBERO" or Emergency Back End Registry Operator) if that is considered necessary to ensure the safety and integrity of the Registry's TLD database.

5. Other Uses

The Registry also collects and uses Registrant Information:

- i. insofar as this is otherwise reasonably necessary in the carrying out of its functions and/or activities as the operator of the .London Registry;
- ii. to provide Registrants with information as to the operation of the .London Registry. Such information may include notifications to Registrants of changes to this or other Registry Policies; and
- iii. in connection with the Data Quality and Data Security activities described later on in this Policy.

6. Disclosure

The Registry may also use or disclose Registrant Information (which may include Personal Information) for a purpose other than in connection with the ordinary operation of .LONDON where:

- i. The Registrant has consented to such use or disclosure; or
- ii. The Registry believes in its sole judgment that the use or disclosure is necessary:

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- 1) To lessen or prevent a serious and imminent threat to an individual's life, health or safety;
- 2) To lessen or prevent a serious threat to public health or public safety;
- 3) Because the Registry has reason to suspect that unlawful activity or a violation of the Registry Policy has been, is being, or may be engaged in, and the Registry uses or discloses the Registrant Information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons (including parties affected by a violation of the Acceptable Use Policy) or authorities;
- 4) Because the use or disclosure is required or authorised by or under law, rule or regulation;
- 5) Because the Registry believes that the use or disclosure is necessary for one or more of the following, by or on behalf of an enforcement body:
 - a) The prevention, detection, investigation, prosecution or punishment of civil or criminal offences, or any other breach of law;
 - b) The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal;
- 6) As requested by a dispute resolution provider in connection with a Uniform Domain Name Dispute Resolution Policy (UDRP) or Universal Rapid Suspension (URS) proceeding, as mandated by ICANN, or as agreed by the parties to a .LONDON Complaint Resolution Service mediation.
- 7) For any other lawful purpose, other than marketing purposes.

7. Data Quality

- a. The Registry may take steps to make sure that the Registrant Information it collects, uses or discloses is accurate, complete and up-to-date. This may include active email, SMS or phone communication from the Registry to the Registrant that bypasses the Registrar through whom the Registrant has registered the Domain Name.
- b. The Registry may conduct Whois verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete Whois data at least twice a year. The Registry will notify the relevant Registrar of any deficiencies triggering the Registrar's obligation to solicit accurate and complete information from the registrant.

8. Data Security

The Registry shall take the steps required by the laws of England and Wales to protect the Registrant Information it holds from misuse and loss and from unauthorised access, modification or disclosure to the extent required by law.

9. Internet Security

The Registry may monitor and/or scan any content published under a Domain Name registered in the Registry for the purpose of identifying Internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users or the Registry, or content which is illegal.

10. Accuracy of Registrant Information

The Registry may, without further notice to the Registrant, suspend and/or terminate the Registrant's registration of the Domain Name if for any reason the Registry reasonably believes:

- i. that Registrant Information in connection with any Domain Name is false, inaccurate, incomplete, unreliable, or misleading in any respect or has not been kept up to date; or
- ii. that the Registrant is not either: (a) an identifiable human individual; or (b) a properly described and legally-recognised entity within its national jurisdiction, e.g., corporation, limited liability company, partnership, association, society, or proprietary limited company, which is able and has all necessary authorities to enter into an agreement with the Registrar in relation to the Domain Name;