

CHANNEL ISLANDS INTERNET DOMAIN NAME REGISTRY

Terms & Conditions for Registration of Internet Domain Names (.GG & JE)

1. Applicability

- 1.1. These Terms & Conditions apply to all registrations, applications for registration, maintenance, cancellation and disputes relating to internet domain names ending in '.GG' or '.JE'.
- 1.2. You agree that by applying for a .GG or .JE Internet domain name, and/or by continued use of such domain name, you will comply with the terms of the Registry's current naming standards, policies and these Terms & Conditions for Registration as may be amended from time to time. In the event that at any time you do not accept the Terms & Conditions in force for the time being, you must tell us this and cancel the registration agreement.
- 1.3. These Terms and Conditions apply regardless of whether the domain name is registered (or is being applied for) through an agent such as Internet Service Provider, Name Registration company or other third party, or directly with Island Networks' Channel Islands Internet Registry.
- 1.4. No person or company is authorised to vary or modify the terms of this contract of registration for .GG or .JE domain names save that the Registry may update the Terms & Conditions which become effective from time to time whether on any future renewal or extension or continuance of the domain's name resolution service.
- 1.5. By making an application to register, by registering, using, continuing to use, maintaining cancelling or disputing a .GG or .JE domain name in the Domain Name System (DNS) you confirm that you agree as follows:

2. Registration of domain names

- 2.1. An application for an Internet Domain Name is an offer to enter into a contract with the Registry for domain name registration under these Terms and Conditions..
- 2.2. You agree, upon acceptance of your application by the Registry to pay any Application Fee (where applicable) and at least one year's fee in advance for maintaining the name in the Internet Domain Name System (the "Name Resolution Fee").

- 2.3. Acceptance of an application to register an Internet Domain Name is at the Registry's discretion. It will always be subject to a fully completed application form which must be submitted electronically. Applications will normally be accepted on a first-come first-served basis. Reasons for refusal of registration will only rarely be made available and release of such information is at the Registry's entire discretion.
- 2.4. The minimum period for registration or renewal of service is one year.
- 2.5. The Contract of Registration is an agreement which will continue until either party tells the other that they no longer wish it to continue.
- 2.6. You may incur Name Resolution Fees annually as set out below.

3. Cancellation

- 3.1. Cancellation requests may be submitted at any time but you agree to give us at least one complete day's notice before the end of the current period of the Name Resolution Fee if you wish to cancel your Registration. This notice must be submitted electronically using the Delete Domain function of our website. If the cancellation notice is not received with the required notice period, the next year's Name Resolution Fee becomes payable in full.
- 3.2. In the event that you wish to re-activate a domain name after cancellation, you may be required to submit your application afresh.
- 3.3. A cancelled or expired domain name may be re-registered by any other party.
- 3.4. We may suspend any domain if there are unpaid fees in relation to this domain. If you wish to a re-activate a suspended domain, a Reactivation Fee which is equal to the Application Fee is payable.
- 3.5. You also agree that we may refuse any application for a domain registration, or cancel your existing domain name (on giving you reasonable notice and an opportunity for appeal) where it appears to us that:

“the domain name (or requested domain name), in the hands of the registrant for the time being, is being used, or reasonably appears likely to be used, in a manner which would damage the reputation of the Channel Islands or any of them as a legitimate offshore financial centre”

4. Accuracy of Register Information

4.1. You agree that it is a Condition (as lawyers use the term) of the Agreement that:

- a) the information you supply to us is correct at the time of application and registration; and
- b) you will tell us as soon as possible (and in any event within 7 days) if at any future time that information changes.

4.2. You agree that the Registry may cancel your registration or suspend your domain name without notice and without any liability howsoever arising if it reasonably appears to the Registry that:

- a) there is a material or substantial inaccuracy in your registration information; or
- b) that has been any misrepresentation (whether by you or by your agent) in the process of application, registration, maintenance and dispute resolution.

4.3. Where there appears to be any other inaccuracy in your registration details, the Registry will notify you of such inaccuracy as follows:

- a) notice will be given to any email or other address recorded for you in your registration details or via any agent or Authorised Contact(s).
- b) following such notice, if any inaccuracy is not corrected or amended before the expiry of a period of 7 days after we have told you about it, we may suspend the domain name, and then (after telling you of our intention and giving you another opportunity to correct any inaccuracy), cancel your registration

5. Reserved Words and String Patterns

5.1. A list of reserved names is maintained by the Registry at its discretion in consultation with the Insular Authorities (the Islands' Governments). This list is not open to inspection. Certain words and string patterns are also reserved to allow for future expansion of the Internet naming system. The Registry may decline your application if it is for a name which is so reserved.

5.2. Registration of certain string patterns (for example, those consisting entirely of numbers, or containing two consecutive hyphens) may be subject to additional conditions, special procedures or not accepted for general registration.

5.3. Where certain domain names (which because of changes to the registration rules and/or standards would not today be accepted for registration) have been registered historically, their registration and use may be continued indefinitely by the Registrant, provided all other Terms & Conditions of the registration agreement are complied with (in particular, the conditions regarding payment of fees and accuracy of information). However, re-registration or transfer will not normally be permitted in cases where the Registry has cancelled the registration for non-payment, or other breach of the Registration Agreement.

6. Fees and Charges.

6.1. When you first apply for a domain name registration you must pay:

- a) an initial fee (the "Initial Application Fee"). This is due when the Registry accepts your application; and
- b) an annual fee for maintenance of your name in the world-wide Domain Name System ("the Name Resolution Fee") which is due when the Registry enters the name in its 'root' nameservers.

6.2. The name resolution fee for the time being must be paid each year before each anniversary of initial registration unless and until the registration agreement is cancelled.

6.3. Once your chosen name has been entered into the Register, and name resolution service has commenced, the Name Resolution Fee is not normally refundable.

However, exceptionally, where a notice of cancellation is received by the Registry within 7 days of receipt of your application, we will refund (or not charge) any name resolution or annual fees (even for the first year). Initial Application Fees are always due at the time of application and are not refundable in any circumstances.

6.4. Name Resolution Fees are charged annually (or at such longer interval that we may agree with you) to maintain the domain name in Domain Name System.

Annual Name Resolution Fees are due on the anniversary of registration and remain payable each year until you notify us that the agreement for registration of the domain name is to be cancelled. We will then remove the name from the Internet Domain Name System.

- 6.5. Where you register a payment authority, you authorise and confirm that you want us to take payment by that mechanism for any and all subsequent fees which may arise under this agreement until expiry of that authority. If we hold a valid payment authority under which we are able to collect annual fees, we may do so but we accept no liability whatsoever and howsoever arising if we are unable to do so.
- 6.6. In the event that you have a number of domain names, any monies received are allocated against any outstanding fees on any of those names prior to being applied towards future applications or renewals. In other words, you must clear any and all outstanding fees before any payments will be credited towards any annual fees for a subsequent period or other registrations.
- 6.7. If any money transfer, cheque, credit, debit or other payment card that you offer by way of payment is dishonoured, declined or only paid in part, we may apply a charge not exceeding our external costs plus the reasonable administrative costs that we incur as a consequence.
- 6.8. You agree that it is a Condition (as lawyers use the term) of the Agreement that you pay all applicable fees and charges arising under this agreement on time and in full.
- 6.9. *Time is of the essence in all payments.*
- 6.10. If you do not pay fees and/or charges when they are due, or if you pay them only in part, we may suspend name service for your domain name and may, at our discretion, suspend name service for all of your domain names. In the event that we are intending to suspend name service for all of your domain names, we will normally give you 30 days notice of such intention.
- 6.11. We may revoke or cancel your registration (cancel the Agreement) if there are amounts which remain unpaid more than 60 days after they should have been paid. This right of

cancellation for breach of the payment condition is without prejudice to our right to make a Claim from you (in Court if necessary) at any time for any and all amounts you may owe under our Agreement

- 6.12. You remain liable for all fees under our agreement once incurred.

7. Warranty by Applicant

- 7.1. By applying for an Internet Domain Name in the Channel Islands Registry (.GG or .JE), you certify and warrant that you have the right to use the name that you have applied for, and you agree that you will fully indemnify the Registry in respect of any dispute involving the Registry (including the legal, management and incidental costs thereof) which might arise over the use or registration of any of your Domain Names.

8. Applications made by an Agent

- 8.1. If you make an application on someone else's behalf, you are acting as agent for them and you warrant that you hold continuing authority from them in this respect and you agree to indemnify the Registry in respect of any claim or dispute (including legal, management and incidental costs) arising from any breach or expiry of that authority and agree that the registrant you represent will be liable in respect of any false claim or dispute (including legal, management and incidental costs) that you breached that authority or that the same had expired.
- 8.2. When you act as an agent it is a condition (as lawyers use the term) of our agreement with you (as the agent) that you must notify the applicant (the prospective registrant) of all the Terms & Conditions and that will provide the applicant with a copy of the current version of the Terms & Conditions as at the date of application.
- 8.3. When you act as an agent, 'Authorised Contact' or 'Billing Contact' you agree that you will be jointly and severally liable with the registrant for payment of all applicable fees and charges.
- 8.4. Upon receipt of an application by the Registry from an agent, both applicant and agent shall be deemed to have had notice of the Terms & Conditions. Where an application is made by an agent, any failure by the applicant to be bound by the Terms & Conditions shall entitle the Registry to cancel the



domain registration and retain any payments made in respect thereof unconditionally, regardless of whether the Registry's database has been altered to show the applicant's registration and/or Name Resolution Service has commenced and no right to refund of any fees shall exist.

- 8.5. If you are an applicant or registrant, you agree that you will not hold us responsible for any failure, breach of contract, negligence, breach of trust, or other duty by any agent or Authorised Contact where we have acted on their instructions in good faith.

9. Authorised Contacts

- 9.1. At the time of registration, or at any time afterwards you may notify us of additional persons, companies or other organisation(s) that are authorised to deal with us in respect of your domain name registration(s)

- 9.2. Where you notify us that a person or organisation is to be entered into our Register as an 'Authorised Contact', you confirm that any and all such Authorised Contact(s) is or are fully authorised by you to manage your domain name and registration and are able to deal with us, having the same rights and obligations under our contract as you yourself do, including the right to transfer the contract of registration to another party.

- 9.3. 30 days notice of removal of Authorised Contact authority must be provided and the Registrar shall not be liable whatsoever for acting on any authority of a party registered as an Authorised Contact until such notice has expired.

- 9.4. You agree that you will not hold us responsible for any failure, breach of contract, negligence, breach of trust or other duty by any agent or Authorised Contact where we have acted on their instructions in good faith.

10. Billing Contacts

- 10.1. Where you notify us that a person or organisation is to be entered onto our Register as a 'Billing Contact', you authorise us by such notification:

- a) to send any and all bills demands statements and/or all other communications related to the payment of fees and charges under our contract in respect of the domain name to the Billing Contact; and

- b) you confirm that anyone you tell us is a 'Billing Contact' has agreed to be jointly and severally liable with the Registrant for the payment of our fees and charges.

- 10.2. We will send initial requests for payment to the Billing Contact. If such requests are not paid by the Billing Contact within 14 days, we may notify the registrant..

11. Amendment

- 11.1. You acknowledge and agree that the Registry may change these Terms & Conditions from time to time without notice or consultation.

- 11.2. The Registry will publish revised Terms & Conditions on the Internet (World-Wide Web) at www.channelisles.net from time to time. Revised Terms & Conditions are effective when published.

- 11.3. If we give you specific notice of a change to the Terms & Conditions, you are bound by the new agreement terms a reasonable time after we have given you such notice (normally 14 days). E-mails sent to the e-mail address held by us for the Registrant and/or any Authorised Contact (including the Billing Contact, if any) are deemed to be specific notice to you, notwithstanding that we may receive e-mail failure notices in respect of that e-mail address.

- 11.4. It is your responsibility to ensure that the Registrant, and any Authorised Contact (including Billing Contact) e-mail address is valid and it may be grounds for cancellation of your registration if you fail keep this information up-to-date (see Section 4, above).

- 11.5. If we have not given you specific notice of changes, you will be bound by the revised Terms from the following anniversary of your registration.

- 11.6. If you do not agree to any changes in Terms & Conditions of the Registration Agreement you must tell us immediately, and cancel your registration.

12. Disputes relating to Domain Names

- 12.1. Registering an Internet Name does not confer any legal rights to that name and all disputes between parties over the rights to use a particular name are to be settled between the contending parties using normal legal methods.

The Registry is aware that Court proceedings can be slow and expensive and offers the possibility of an independent Dispute Procedure (DRP) utilising a cost-saving method of on-line Alternative Dispute Resolution. Details of ADR providers will be published from time to time on our website.

- 12.2. You agree that if the use of the name is challenged by any third party, or if any dispute arises under this Registration Agreement either the applicant or any other party may refer the matter to Dispute Resolution under the DRP, and you agree that in such event you will abide by the procedures specified by the DRP provider
- 12.3. If an ADR decision recommends the transfer of a domain name, we will not transfer the domain name without giving reasonable notice of our intention and an opportunity for you to refer the matter to the Court. Court actions must be notified to the Registry within 30 days of the ADR decision being published.

13. Unsolicited Email ('Spam')

- 13.1. It is a Condition (as lawyers use the term) of our Agreement that you must not use any GG or JE domain for the purposes of sending unsolicited email 'spam' or advertise any website or other Internet service which uses a GG or JE domain name by means of 'spam advertising'.
- 13.2. Any complaint about abuse of your domain in such a manner, which is made to the Registry and upheld, may result in the temporary suspension of service for your domain. In the event of this happening, you agree that we may give you such notice as appears reasonable to us in the circumstances.
- 13.3. Any subsequent 'spam' complaints, which are made to the Registry and upheld, may result in the revocation of your domain. If we intend to revoke your domain name we will give you reasonable notice and an opportunity to appeal.

14. Registry ('WHOIS') Data

- 14.1. In the course of dealing with your application or registration we may process personal data about you, or people you have notified us are agents, Authorised Contacts or Billing Contacts. We always process personal data in accordance with the Data Protection Law and our Data

Protection Registration.

- 14.2. Our Data Protection Registration number is 011044. You may consult our entry on the Register of Data Controllers at <http://www.dpr.gov.gg/search.html>. (Further information about Data Protection in the Bailiwick of Guernsey may be found at www.gov.gg/dataprotection)
- 14.3. You agree that we may disclose some or all of the information we hold about you or your registration(s), including publishing such information on the Internet by (among other methods) putting it on a publicly accessible website, or allowing access via a Port 43 ('WHOIS') server or similar mechanisms.
- 14.4. By registering and continuing to use your domain you confirm that you have given your informed consent to such disclosure(s).
- 14.5. We will tell you the extent of any such publication, and may give you an opportunity to have some or all of your data withheld from publication. This will be documented in a Publication Scheme for registration data, which we shall make available on request, and will publish on our website.
- 14.6. We are committed to anti-spam measures and therefore do not intend to publish e-mail addresses. Nonetheless we reserve the right to do so if it is ever required by applicable Channel Islands law.
- 14.7. We may allow third-parties to be able to contact you and/or your authorised contacts by indirect means, such as a web-form or other technical intermediary facility provided by the Registry, but we are not obliged by this agreement to make such a facility available.
- 14.8. We may make a per-message or other charge to the sender for such indirect communication access. Such messages will be sent to the email or other addresses on file for Registrant and Authorised Contacts without disclosing these addresses to the sender. *Please note that failure to maintain a valid e-mail address for the Registrant is grounds for cancellation of registration*
- 14.9. Other than the information we publish with your consent above, we will not normally disclose any other

information about you or your registration unless such disclosure is in accordance with our Privacy Policy (which we will publish on our website from time to time) and/or in accordance with the Regulation of Investigatory Powers Law 2002 (RIPL) or other legal provision.

15. Use of domain names for criminal or illegal purposes

- 15.1. It is a Condition (as lawyers use the term) of our Agreement that you do not use, or permit the use, of any GG or JE domain for illegal or unlawful purposes.
- 15.2. If it reasonably appears to the Registry in consultation with its own legal advisers, and/or the relevant Insular Authorities (for example, members of the Channel Islands Governmental Advisory Committee on Domain Names and the Internet, the Law Officers of the Crown in either Bailiwick or the Islands' police forces) that a domain name is being used in contravention of the law of any of the British Islands, or to promote or assist such contravention, the Registry (whether using its own discretion or upon receiving a complaint about use of a domain for such purposes) may suspend or cancel the domain without notice, or by giving such notice as appears to be reasonable to the Registry in the circumstances.

16. Limitation of Liability

- 16.1. All liability of the Company (except for personal injury or death or fraudulent misrepresentation) is excluded and you agree that the maximum remedy or award (if any) available in respect of any domain name registration against us shall be the cost of the current year's annual Name Resolution fee.

17. Governing Law and Jurisdiction

- 17.1. You agree that our Registration Agreement shall be governed in all respects by, and construed in accordance with the law of the Island of Alderney.
- 17.2. You agree that in relation to arbitration and Alternative Dispute Resolution (ADR), the ADR provider shall have exclusive jurisdiction in relation to any ADR proceeding not involving the Alderney or other Channel Islands Court.
- 17.3. You agree and acknowledge that:
 - a) subject to sub-clause (b), the Court of

Alderney shall have exclusive jurisdiction as in any disputes between us (whether arising out of a contract of registration or otherwise) and you consent to that exclusive jurisdiction and hereby waive any right to contest that jurisdiction;

- b) in respect of any Claim for debt in which we are the Claimant, the jurisdiction of the Court of Alderney shall be non-exclusive and we may (upon written notice to the Defendant and the Court concerned) issue proceedings in and grant jurisdiction to the Courts of any of the British Islands, or any country or territory where the Registrant or Billing Contact has residence or a place of business. Upon such notice you consent, submit and agree to that jurisdiction having jurisdiction and hereby waive any right to contest that jurisdiction.

- 17.4. Nothing in this Agreement is to be construed as ousting the jurisdiction of the Court of Alderney and by making an application (whether directly or via an agent) or maintaining or using a domain or failing to serve notice of cancellation, you submit irrevocably to the jurisdiction of the Alderney Court and the ADR provider and you waive any right to contest such jurisdiction.

18. Surviving Clauses

- 18.1. The following shall survive termination of this Contract:
 - a) Any obligation to make payment to or indemnify the Registry;
 - b) All warranties to the Registry;
 - c) Sections 6 to 9 (inclusive), Section 10.1, Section 14, Sections 17 to 20 (inclusive), and the definitions.

19. Entire Agreement

- 19.1. The Registration Agreement in conjunction with the Terms & Conditions is the complete and exclusive agreement between the applicant and the Registry regarding domain names registered under the .GG or .JE domain suffixes. It supersedes, and its terms govern, all prior proposals, agreements, representations, or other communications between the parties.

20. Notices

- 20.1. You agree that Notices in respect of our Agreement with you may be sent to the Registrant or to any person you have notified as an Authorised Contact and/or (in any matter relating to money owed) as Billing Contact.

20.2. You also agree we may send such notices by electronic mail and that any emailed notice will be effective when we have sent it.

20.3. Any Notices you send to us under this Agreement may be sent by electronic mail but you agree that emailed notices to us will not be effective unless they are sent to the address notified on our website from time to time as being the address to which such notices may be sent and are confirmed by notice in writing sent by registered post or courier service and which must arrive at our normal place of business and/or our Registered Office within 14 days of sending such email.

21. Definitions

21.1. The following words will have specific meanings in this contract, save where contrary meaning is inserted under the *Interpretation (Bailiwick of Guernsey) Law 1948*.

- a) 'agent' - Someone whom you authorise to act on your behalf.
- b) 'Authorised Contact' - Someone whom you authorise to act as your agent in dealing with us.
- c) "British Islands" has the meaning specified in the Interpretation (Bailiwick of Guernsey) Law 1948.
- d) 'cancel' - Cancelling this contract and your domain registration are the same thing. The contract ends. The domain name will be deleted, will no longer work as part of a website or e-mail address, and will be released to be registered again under our rules.
- e) 'correct' - This means that the information must be good enough to allow us to contact you quickly at any reasonable time without having to get information from anywhere else, must not be deceptive, and (if possible for that type of information) must clearly identify you. For your name this also means that the information must be detailed enough that we can tell exactly who you are (in legal terms, exactly which legal entity we have this contract with).
- f) 'domain name' - An internet domain name ending in **.gg** or **.je**.
- g) 'dispute policy', 'dispute procedure' - The policy and procedure of our dispute resolution service.
- h) 'EEA' - The European Economic Area, which includes most European countries. (Countries outside the EEA may not have strict laws to protect personal information).
- i) 'name servers' - Computers that

provide specific translation information in the domain name system.

- j) 'notify' - Serving notice to you, your agent, authorised representative, notified additional contact, or to us
- k) 'personal data' - Any information about an identifiable living person (for example, your name, address or phone number).
- l) 'register' - Our record of domain names and details about you, your agent(s) (if any) and other information we store and process about your domain name registration.
- m) 'Registry' - The entity holding all registration records for domains ending in .GG and/or JE and operating the authoritative master name servers for the top-level domain(s).
- n) 'rules' - Our rules which explain which domain names can be registered and which cannot.
- o) 'WHOIS' - An electronic system which provides some information to the public about domain names.
- p) 'we', 'us', 'our' - Island Networks (Registrar) Limited (Registered at the Alderney Greffe as company number 1333) .
- q) 'you', 'your' - The person who is entering into this contract with us and whom the domain name will be registered for.