

## Order Form

Please complete IN BLOCK CAPITALS

1. CUSTOMER DETAILS				
Company Name:				
Contact Name:		Customer Code:		
Address:				
		Post Code:		
Telephone Number:		Fax Number:		
Email Address:				

2. DOMAIN REGISTRATION				
Description of Services Required (e.g. Dial-up Account)	Qty	Subscription Frequency	Unit £	Total £
* Domain Name Registration and Maintenance (.co.uk, .com etc)		Annual	£40.00 + VAT	
		Renewal	£40.00 +VAT	

Please read Registration Advice attached

3. REGISTRATION DETAILS (if different from above)				
Company Name:				
Contact Name:				
Address				
		Post Code:		
Telephone Number		Fax Number:		
Email Address				

4. DOMAIN TRANSFER				
Description of Services Required (e.g. Dial-up Account)	Qty	Subscription Frequency	Unit £	Total £
* Domain Name Transfer (.co.uk, .com, etc)		Annual	£40.00	

Please read Transfer Advice attached

5. TRANSFER DETAILS	
Current Host Name:	
Authorisation Code - International domains only (eg .com, .net .org etc)	

6. DOMAIN NAME SERVER (DNS) RECORD		
IP addresses of Web & Mail Servers to point domain to:	WWW:	
	MX:	
Additional DNS records, if required: (eg sub-domains, host names etc)		

7. CUSTOMER AGREEMENT (SIGNED FOR AND ON BEHALF OF THE CUSTOMER)	
Signature:	Name:
	Title:
	Date:

- Signature by the Customer indicates acceptance of the attached terms and conditions and the terms as detailed under [www.vialtus.com/contracts](http://www.vialtus.com/contracts)
- This order form can only be signed for and on behalf of the entity that is to receive the service

## Domain Registration Advice

When a domain name is registered, it is normal for the ownership details to be placed in what is known as the WHOIS database. This database includes details such as your name, address, telephone number and email address.

ICANN (Internet Corporation for Assigned Names and Numbers) state that the WHOIS database must reflect the legal owner of the domain and if this doesn't contain your name and address, you are NOT the legal owner. It is not possible to opt-out of WHOIS database for global top level domains (such as .coms) without losing the ownership of the domain name itself.

With .UK domains, the situation is a little different as Nominet (the UK Registry, <http://www.nominet.org.uk/>) will allow private individuals to opt out. This will result in only your name being shown rather than your address, phone number and email address.

There are some domain hosts who will register domain names in their own name to get around the privacy issue but this means they are the legal owner and not you. These suppliers should be avoided as ownership and/or legal issues can arise. Vialtus Solutions, like all reputable domain hosts will opt-in to the WHOIS by default. If you wish to opt-out of the WHOIS database, we ask that you make your request in writing, stating that the domain is for private use only.

### Educational or Government domains

There is an additional form to complete if you wish to register either an educational or government domain name, we will confirm the process once your order has been placed.

## Domain Transfer Advice

Transferring your domain to us may be a key part of setting up your new services. Until the transfer is complete, many services will not function. It is therefore vital that you read these instructions carefully and initiate the transfer as soon as possible. Transfers can take a few weeks to complete if there are problems with the domain or holding registrar. IT IS NOT POSSIBLE TO TRANSFER DOMAINS THAT ARE LESS THAN 70 DAYS OLD

### **The transfer process (UK registered domains eg .co.uk)**

Contact your current ISP to let them know that you wish to transfer your domain and ask them to change the IPS Tag to **GXN**.

- The majority of ISP's require confirmation in writing on company letterhead which matches the company name for which the domain is registered. However, some ISPs do have different procedures, so it is best to contact them to clarify the way they operate.
- Check with the ISP that your account is fully paid up and that any billing issues are resolved.
- Ask your ISP not to cancel related services until your new services are setup. If they will not do this, let us know immediately.

We work together with Nominet (the UK domain registry) to maintain your domain name and, therefore, the terms and conditions applying to your domain include those published by Nominet. You can read these conditions online at <http://www.nominet.org.uk/registrants/legal/terms/>

Your current ISP will submit a release which gives us control over your domain. An automatically generated email will be sent to us notifying us that the release has been submitted and that it will be processed by the UK controlling body between 0400 and 0800 the following night. At this stage the name servers will not be changed, so the records published for web, mail, ftp etc services will not change.

We will then submit a Name Server modify request and start published records for your new services. You should be aware that these records take approximately 24 hours to update on Name Servers worldwide and during this time both old and new services will be accessed.

### **The transfer process (US/international domains eg .com, .net)**

The US does not have one single body responsible for issuing domain names and there are a large number of Registrars. We only use one or two Registrars that we have found to be reliable.

From the 26th October 2006, all US/international domains will be issued with an Authorisation Code, without this code Vialtus Solutions will not be able to initiate the transfer process. This can be obtained from your current host.

Once the transfer is initiated our Registrar will send an email to the domain's Administrative Contact and ask them to authorise the transfer of the domain. If the Administrative Contact does not reply, the request will fail. It is therefore advisable that you check that the Administrative Contact's email address is correct on the WHOIS and ask your ISP to update it if necessary.

Contact your current ISP to let them know that you wish to transfer your domain.

- The vast majority of ISP's will require confirmation in writing on company letterhead which matches the company name for which the domain is registered. However, some ISP's do have different procedures, so it is best to contact them to clarify the way they operate.
- Check with the ISP that your account is fully paid up and that any billing issues are resolved.
- Ask your ISP to 'unlock' the domain ready for transfer and supply you with the domain 'Authorisation Code'.
- Ask your ISP not to cancel related services until your new services are setup. If they will not do this, let us know immediately.

If you bought your domain on-line and have no direct phone number, then check the web site for instructions on transfer to another Registrar. If you require information from us to complete the process then please contact us by email, fax or phone.

Once the transfer is complete, we will change the name servers and start publishing records for your new services. You should be aware that these records take approximately 24 hours to update on Name Servers worldwide.

### **The transfer process (educational or government domain name)**

Contact your current ISP to let them know that you wish to transfer your domain.

- The majority of ISP's require confirmation in writing on company letterhead which matches the company name for which the domain is registered. However, some ISPs do have different procedures, so it is best to contact them to clarify the way they operate.
- Check with the ISP that your account is fully paid up and that any billing issues are resolved.
- Ask your ISP not to cancel related services until your new services are setup. If they will not do this, let us know immediately.

Vialtus Solutions will apply for the WHOIS ISP contact details and Name Servers to be changed to our own. We will setup your domain on our DNS before making the transfer application to ensure disruption to mail and/or web services is kept to a minimum.

## Additional Services

Once your domain had been successfully registered or transferred to Vialtus Solutions, we will arrange for the additional services to be provisioned and account details will be sent to you shortly thereafter.

Domain registration specific terms are detailed below, but these must be read in conjunction with the Vialtus Solutions Master Service Agreement (MSA). In signing this Order Form you are accepting the terms detailed herein and the MSA which can be found at [www.vialtus.com/contracts](http://www.vialtus.com/contracts)

## Nominet Domain Specific Terms and Conditions

### Definitions

1. The following words will have specific meanings in reference to this Order.

**'agent'** - Someone who may act on your behalf, which will be shown in the **WHOIS**. Only certain people qualify, and they are known as 'tag-holders'. See the Nominet website for a list.

**'cancel'** - Cancelling this Order and your **domain name** are the same thing. The Order ends. The **domain name** will be deleted, will no longer work as part of a website or e-mail, and will be released to be registered again under these terms and Nominet terms.

**'correct'** - This means that the information must be good enough to allow Vialtus Solutions or Nominet 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 Order with).

**'domain name'** - An internet **domain name** ending in *.uk* and under one of the second level domains (such as *.co.uk*, *.me.uk* or *.org.uk*) operated by Vialtus Solutions.

**'DRS policy', 'DRS procedure'** - The policy and procedure of Nominet's dispute resolution service which can be found on their website.

**'EEA'** - The European Economic Area, which includes most European countries. Countries outside the EEA may not have strict laws to protect personal information.

**'name servers'** - Computers that provide specific translation information in the **domain name** system.

**'notify'** - Serving notice to you, your **agent**, authorised representative or contact.

**'personal data'** - Any information about an identifiable living person (for example, your name, address or phone number).

**'PRSS'** - A service provided under strict contract to some people based in the **EEA** which allows them to search **WHOIS** data differently, but not to use it for marketing purposes.

**'register'** - The Nominet record of **domain names** and details about you, your **agent** (if you have one) and other information Vialtus Solutions or Nominet need.

**'registry'** - The single organisation which holds all records for **domain names** with the same ending (we run *.uk*) and operates the **name servers** for that domain.

**'rules'** - Nominet rules which explain which **domain names** can be registered and which cannot.

**'special status'** - Various special states your **domain name** may be in, such as suspended or 'detagged'. See Nominet's website for details. This will normally mean that you will remain listed as the person who has registered the **domain name** but the **domain name** itself will not work, and may mean that other actions with the **domain name** are blocked.

**'WHOIS'** - A system which provides public information about **domain names**. See Nominet's website for details and how to use the **WHOIS**.

**'conditions'** - includes all parts of the Order, not just those that lawyers call conditions.

**'you', 'your'** - The company or organisation or their representative who is entering into this Order with Vialtus Solutions and who the domain name will be registered for.

### What Nominet do

2. Nominet is the registry for the *.uk* domain and will carry out the general duties that they believe (after wide consultation) a modern, neutral and not-for-profit *.uk* registry should.

This includes (among other things):

- Processing your application to register or renew a domain name in the light of Nominet rules, and your right to renew;
- maintaining overall ownership, control and responsibility for the register;
- If the domain name is not in a special status, entering details about the domain name into Nominet's name servers; and
- Publishing procedures for you to renew the domain name and for recording a transfer, surrender or change of agent for the domain name.

### What you must do

4. You have various responsibilities set out generally in this contract. You must also:
  - Give and keep Vialtus Solutions notified of your correct name, postal address and any phone, fax or e-mail information and those of your contacts. This duty includes responding quickly and correctly to any request from Vialtus Solutions to confirm or correct the information on the register;
  - Notify Vialtus Solutions at once about any court proceedings which involve the domain name; and

- Notify Vialtus Solutions 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

5. For the security of your domain name Vialtus Solutions have the following procedures to try to make sure that our instructions come from you or someone allowed to act on your behalf.
  - Vialtus Solutions do not have to take any action, or make any change to the register, until Vialtus Solutions are satisfied that they have received a valid request from the right person.
  - You will help Vialtus Solutions with their security checks, provide any identification or documentary evidence Vialtus Solutions reasonably ask for, and allow Vialtus Solutions to keep copies of those documents for our files.
  - If you have an identifier (for example, a password, a token, personal information or a code) to use with Vialtus Solutions or 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. Vialtus Solutions will be entitled to enforce procedures for dealing with lost, cancelled or insecure identifiers.
  - 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

- Vialtus Solutions may cancel the domain name without further notice if any debt relating to the domain name remains unpaid after the deadline Vialtus Solutions have set; and

### Your promises and indemnity

7. By entering into this Order you promise that:
  - You (or your agent) have the permission of any person whose personal data is to be held on the register;
  - Any identity and contact information you (either yourself or through your agent) send to Vialtus Solutions must be correct;
  - You will send Vialtus Solutions the information needed as soon as possible and you will keep them up to date;
8. You will pay Vialtus Solutions any and all reasonable costs, claims and expenses (whether direct or indirect) arising out of any claim that you have broken any of the terms of this Order the Master Service Agreement or the or the Acceptable Use Policy (AUP).

### Nature of domain names and the register

9. A domain name is not an item of property and has no 'owner'. It is an entry on the Nominet register database reflected by their nameservers which they provide as part of this Order. As a result:
  - Neither Vialtus Solutions or Nominet will not be bound by, or record on the register, any mortgage-related obligations;
  - Nominet own and keep all copyright and database rights in the register; and
  - You should not rely on the registration or continued registration of the domain name until Vialtus Solutions confirm that any application you make has completed and you confirm that your correct name is recorded in the register for the domain name.

### Personal data

10. Vialtus Solutions will make your personal data available in the following ways, but not release it for any other purpose to any other person. Vialtus Solutions and Nominet may:
  - Include it on the register;
  - Include it on the WHOIS (which is also available outside the EEA) and PRSS. For these purposes Nominet will publish your name and your address, but not your phone or fax number or e-mail address;
  - 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 1998 or similar laws that replace or follow it), including government or law enforcement agencies;
  - Give your personal data to your current or proposed agent (or both); and
  - Use it as set out in the DRS policy and DRS procedure.
11. You may write to Vialtus Solutions 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.

### The dispute resolution service

12. You agree to be bound by:
  - Nominet's DRS policy and DRS procedure; and
  - If there is a dispute, the version of the DRS policy and DRS procedure (available on Nominet's website) which applies at the time that proceedings under the dispute resolution service start, until the dispute is over.
13. Neither Vialtus Solutions or Nominet will not:
  - 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
  - Be asked or forced to reveal information or materials which Vialtus Solutions or Nominet 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. Vialtus Solutions or Nominet may cancel or put the domain name into a special status by notifying you if:

- Vialtus Solutions or Nominet 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 Vialtus Solutions those details at all;
  - The domain name is being used in a way that is likely to endanger any part of the domain name system or Vialtus Solutions or Nominet's systems and internet connections; or
  - You have broken any of the conditions (including the rules, DRS policy and DRS procedure) and you do not put it right within 30 days of Vialtus Solutions notifying you.
15. Vialtus Solutions may (but do not have to) transfer, cancel, alter or amend the domain name, put it in a special status or prevent its renewal:
- On your instructions, or by someone apparently acting for you;
  - If Vialtus Solutions or Nominet 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;
  - If Vialtus Solutions or Nominet 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;
  - If you withdraw your permission to having your personal data displayed on the WHOIS or PRSS;
  - To carry out the decision an expert has made under our dispute resolution service; or
  - If Vialtus Solutions or Nominet 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. This Order 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

17. Unless ended earlier under this Order, Vialtus Solutions will enter your domain name on the register for two years. If Vialtus Solutions receive your renewal request and fee in the standard format by the deadline we set, and in line with the conditions of this Order generally, you will have the right to enter into a new Order with Vialtus Solutions on the same standard conditions that we are then offering to people registering new domain names.
18. Vialtus Solutions or Nominet may transfer their rights and responsibilities under this Order to anyone else.
19. If you want to transfer your domain name to someone else, you must, as well as any general requirements in this contract:
- Use Vialtus Solutions current published transfer process; and
  - Make sure that the person taking over the domain name accepts what remains of this Order in full.

### Exclusions and limitations of liability

20. By registering the domain name, neither Vialtus Solutions nor Nominet 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.
21. Vialtus Solutions total liability to you, whether under these conditions or otherwise (including liability for negligence), will be no more than £5,000.

### General

22. This Order does not give you any legal rights against other people who have registered .uk domain names or give other people rights against us for any reason.
23. The internet is constantly changing and developing. As a result of this, Vialtus Solutions and Nominet reserve the right to make reasonable changes to the terms of this Order (including the DRS policy, DRS procedure and rules) at any time during the term of the Order. Vialtus Solutions or Nominet will only do so when they have good reason. Unless Vialtus Solutions or Nominet are acting because of a legal requirement or a court order, the change will only be made after public consultation. Nominet will publish a notice in advance (ideally, 30 days in advance) on their website and provide a link from the main page. The changes will apply from the date shown in the notice. You should visit Nominet's website regularly to find out about any changes. If you do not agree with any change to the conditions, you may notify Vialtus Solutions that you want to end the Order in at least 30 days' time. In this case, Vialtus Solutions will give you a proportionate refund of the registration for the remaining period.