

Domain Name Product Terms

1. Definitions

- 1.1. “defty”, “We” means Nerd Origins Ltd (UK company number 11378786) trading as defty.com.
- 1.2. “Client”, “You”, “Registered Name Holder” means a customer of defty or anyone using defty’s domain registration platform to register, transfer, update or renew Domain Name registrations.
- 1.3. “Registry Operator” or “Registry” means the operator responsible for a particular TLD for instance Verisign, who operate the registry for .com. The Registry Operator responsible for a particular TLD may change from time to time.
- 1.4. “TLD” means the suffix which a Domain Name ends in, everything following the first period (.) character.
- 1.5. “Domain Name” means a string of characters which identify a particular website on the internet, registered with a Registry Operator and suffixed by a TLD.
- 1.6. “Contact” means a person or company entity which is attached to a domain registration for instance the Administrative, Registrant or Technical contact.
- 1.7. “Registration Period” means the length of time a Domain Name has been registered and paid for. This may be extended proactively or by automatic renewal at the discretion of the Client.
- 1.8. “Expiry Date” means the date at the end of the current Registration Period.
- 1.9. “Expiry Grace Period” means a period of time after the Expiry Date during which a Domain Name will still function.
- 1.10. “Renewal Grace Period” means a period of time after the Expiry Date during which a Domain Name can be renewed or transferred out as normal.
- 1.11. “Redemption Period” means a period of time during which a Domain Name can still be renewed at an increased cost.

- 1.12. "WHOIS Contact Information" means collectively a group of Contacts attached to a Domain Name.
- 1.13. "Registrant", "Registrant Contact", "Registered Name Holder" is the Contact listed as the registered holder of a Domain Name.
- 1.14. "Registrar" means a provider who sponsors a registration, for example defty.

2. General domain name terms

- 2.1. The Client agrees that use of the defty domain registration platform to register, transfer, update or renew a Domain Name constitutes acceptance of this Domain Name Registration Agreement which will remain in force until the domain expires or is successfully transferred to a new registrar.
- 2.2. defty reserves the right to refuse to provide Domain Name services to a particular Client for any reason. If the Domain Name is already registered through defty, defty may ask the Client to transfer to another ICANN accredited registrar.
- 2.3. defty makes no representation that any particular Domain Name is available for registration or transfer, even if indicated so by the defty website, domain availability checker or any other tool.
- 2.4. Some TLDs have specific restrictions on registrants, for instance requiring a registrant to reside in a specific country or territory, to have a particular qualification or be a particular type of legal entity. The Client warrants that they have checked their eligibility before attempting to register their Domain Name and accepts that a non-qualifying registration may be cancelled either by defty or the Registry Operator without notice.
- 2.5. The Client acknowledges and accepts they are bound by all Registry Policies applicable to their Domain Name registration. It is the Client's responsibility to visit the applicable TLD website and read all the relevant applicable registry policies before registering a Domain Name. Registry policies for each TLD can be found [here](#). The third party beneficiary rights of the Registry Operator will survive any termination of this Agreement.
- 2.6. defty accepts no liability for any consequential loss arising out of any failures in the Registrar or Registry systems or any failure to register, renew or transfer a Domain Name.

- 2.7. The Client and Registered Name Holder agree to familiarise themselves with and abide by the ICANN registrant conditions, detailed [here](#).
- 2.8. It is not permitted to re-sell Domain Names provided by defty under the terms of this agreement.

3. Non-infringement of third party rights

- 3.1. The Client warrants that they will register Domain Names in good faith, for legitimate business or personal use.
- 3.2. The Client warrants that, to the best of their knowledge, neither the registration nor the manner in which it is directly or indirectly used will infringe upon the legal rights of any third party.
- 3.3. The Client warrants that they will not register any Domain Name which is likely to cause confusion with any existing brand or trademark.
- 3.4. The Client agrees that they will not permit any of their registered Domain Names to be used to commit any activity which is illegal in the United Kingdom or United States of America or the country in which they reside.
- 3.5. The Client warrants that the Domain Name will not be used to send unsolicited email (UCE, spam).
- 3.6. The Client warrants that the Domain Name will not be used for any kind of fraud or misrepresentation.
- 3.7. The Client warrants that they will not register a Domain Name similar to an existing trademark or business with the purpose of selling that Domain Name for a profit.

4. Domain renewals

- 4.1. defty will send pre and post renewal notifications by email to the Registered Name Holder.

- 4.2. By default, a Domain Name registration will automatically renew on the Expiry Date, provided the Client has a valid payment method on file and that payment method accepts the charges.
- 4.3. Under no circumstances will defty renew a Domain Name unless payment is received. It is the Client's responsibility to keep their Payment Method information current, which includes the expiration date if the Client is using a credit card.
- 4.4. Once payment is received, defty will attempt to communicate the renewal command to the appropriate Registry immediately however this may fail due to unavailability of the Registry, connectivity issues or otherwise and therefore domain renewals may be delayed.
- 4.5. The Client may choose to disable auto renewal. If auto renewal is disabled, the Client must proactively renew the Domain Name prior to the expiration date.
- 4.6. If a Client fails to renew their Domain Name before the Expiry Date, the Domain Name will enter an Expiry Grace Period during which it will continue to function as normal. This period is currently 14 days but may be varied at any time. The Client should renew the Domain Name manually during this time to prevent interruption to service.
- 4.7. At the end of the Expiry Grace Period the Domain Name will be suspended. DNS will be disrupted and any associated website or email services will be offline.
- 4.8. The Client will have a period of up to 45 days after the Expiry Date (the "Renewal Grace Period") during which they can still renew the Domain Name at the normal cost. If the Domain Name has been suspended, the Domain Name will be unsuspended and DNS settings restored as soon as is practical. In the event that the Registry Operator experiences disruption or there is a connectivity issue, unsuspension of the Domain Name may be delayed.
- 4.9. If the Client fails to renew their Domain Name during the Renewal Grace Period, the Registry Operator may offer an additional grace period during which the Domain Name can be renewed at an additional cost (the Redemption Period). This cost is £80 (plus VAT if applicable).
- 4.10. At the end of the Redemption Period the Domain Name will be deleted and will be available for re-registration through defty or another registrar.
- 4.11. The Client can disable auto renewal at any point through their defty account. defty can not accept requests to disable auto renewal by telephone or email.

- 4.12. defty will not issue a refund for Domain Name renewals under any circumstances.

5. Registration contact information / WHOIS

- 5.1. The Client must provide accurate and reliable contact data for each domain Contact (Registrant, Administrative, Technical) and warrant the accuracy of such data.

For each Contact, the following data will be requested:

- Full name (required)
- Email address (required)
- Postal address including postcode and country (required)
- Telephone number (required)
- Fax number (voluntary)
- Company name if (voluntary)

- 5.2. The data collected in accordance with 5.1 is used for the purposes of establishing control of the Domain Name and may be provided to third parties in accordance with clause 6 of this agreement.
- 5.3. The data held under clause 5.1 can be accessed or modified through the defty Client control panel.
- 5.4. The Client warrants and asserts that they will ensure any third parties on whose behalf they register a Domain Name are aware of and agree to be bound by the terms of this section 5.

- 5.5. When a Domain Name is registered, transferred to defty or the WHOIS Contact Information is updated, defty is required by ICANN to validate the Registrant Contact. defty will automatically send a verification email to the Registrant Contact's email address which must be clicked by the Registrant Contact to confirm validity of that email address. defty may also confirm validity of the Registrant Contact's telephone number by sending an automated SMS message or making an automated phone call with a verification code that must be entered into the defty control panel.
- 5.6. If defty is made aware of an inaccuracy in the Registrant Contact, defty will trigger a validation of the Registrant Contact information, using the mechanisms described in 5. 5.
- 5.7. If a contact validation is triggered as per clauses 5.5 and 5.6, the Registrant Contact must respond within 15 days. If the validation has not been completed within 15 days, the Domain Name will be suspended and DNS will be disrupted. If the Registrant Contact is validated subsequently to this, the Domain Name will be unsuspending and functionality restored. This is usually immediate but, due to factors outside of defty's control such as registry downtime, there may be a delay.
- 5.8. defty is required to investigate if made aware of any material inaccuracy in the Registrant Contact information. The Client warrants that they will assist and comply with any investigation and agrees that defty is obligated to suspend any Domain Name which has inaccurate Registrant Contact information.
- 5.9. defty is required to verify (using automated or manual means) the address data for the Registrant Contact. Should defty be unable to validate this data, the Client must provide new data. If the Client does not provide address data which can be validated to defty's satisfaction, the Domain Name may be suspended.
- 5.10. The Client can change the WHOIS Contact Information for the Domain Names registered under their account by logging in to the defty control panel. Requests to change WHOIS Contact Information by any other method (for instance email or telephone) will be denied.
- 5.11. Should a Client become aware that their domain Contact (Registrant, Administrative, Technical) details have become inaccurate. The Client agrees to correct and update their contact details within 5 days of the change. Failure to do so will be a breach of this agreement.
- 5.12. Willful or deliberate provision of inaccurate or unreliable information or willful failure to update information when required, within 5 days of any change, shall

constitute a material breach of this agreement and may result in suspension or cancellation of the Domain Registration.

- 5.13. Any Registered Name Holder that intends to license use of a Domain Name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

6. Disclosure and use of registration contact information

- 6.1. The Client acknowledges and accepts that defty will make WHOIS Contact Information available to ICANN, Registry Operators and other third parties in accordance with GDPR and the defty Privacy Policy;

ICANN - The Client accepts that defty is bound by contract to supply registration contact information to ICANN.

REGISTRY OPERATORS - The Client accepts that defty is bound by contract to transfer contact information the registry operator or the registry operator back-end service provider.

DATA ESCROW AGENT - The Client accepts that defty is bound by contract to share Domain Name contact information with Iron Mountain, a third party escrow agent.

UDRP PROVIDER - The Client accepts that upon a UDRP provider notifying defty of the existence of a complaint, or participate in another mechanism to provide the full contact information to the Provider as specified by ICANN.

THIRD PARTIES - The Client accepts that defty must provide reasonable access to contact information to third parties on the basis of legitimate interest demonstrated by the third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Registered Name Holder or data subject pursuant to Article 6(1)(f) GDPR.

- 6.2. The Client is able to access and modify the WHOIS Contact Information that defty holds through their defty control panel.
- 6.3. defty will protect WHOIS Contact Information from loss, misuse, unauthorised access or disclosure, alteration, or destruction in accordance with defty's Privacy Policy.
- 6.4. defty will provide WHOIS Contact Information if requested in response to a court order of a relevant court of competent jurisdiction.

7. Abuse complaints

- 7.1. From time to time, defty may receive complaints of abuse from third parties relating to domain registrations belonging to the Client.
- 7.2. The Client acknowledges that defty has an obligation to fully investigate any allegations of abuse relating to a Domain Name for whom it acts as the registrar.
- 7.3. The Client warrants that they will respond in a timely manner (and always within 5 business days) to any abuse related enquiries. Failure to respond within 5 business days may result in suspension of the Domain Name.
- 7.4. The Client warrants that they will maintain accurate contact information in their defty account for defty to use in relation to 7.3.
- 7.5. The Client accepts that, if it cannot successfully refute an allegation of abuse, defty may be required to suspend or terminate a domain registration.

8. Dispute resolution policy

- 8.1. For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) the United Kingdom.
- 8.2. The Client agrees that its registration of the Domain Name shall be subject to suspension, cancellation, or transfer pursuant to any Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any defty, UK government, Registry or ICANN policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.
- 8.3. The Client agrees to be bound by the UDRP policy found [here](#).

9. Fees

- 9.1. The fees for registration, transfer and renewal of a Domain Name will be published on the defty.com website and may vary from time to time without notice.

10. Licensing of a domain to third parties

- 10.1. Any Registered Name Holder that intends to license use of a Domain Name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

11. Indemnification

- 11.1. The Client and Registered Name Holder shall indemnify and hold harmless defty and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's Domain Name registration.
- 11.2. In the event that the Client and the Registered Name Holder are separate entities, The Client shall procure that the Registered Name Holder is bound by clause 11.1.

12. Domain transfer conditions

- 12.1. defty may choose to accept or deny your Domain Name transfer request for any reason at its sole discretion. Reasons for denying a transfer may include, but are not limited to:
- Evidence of fraud
 - Reasonable dispute over the identity of the person authorising the transfer
 - Domain name is on hold due to payment owed for a previous registration period (including credit card charge-backs)
 - Express written objection from the Domain Name holder
 - Domain name is in "Lock" status (Registrars must provide a readily accessible and reasonable means for name holders to remove the lock status. Contact your registrar for assistance.)
 - Domain name is within 60 days of initial registration
 - Domain name is within 60 days of a previous transfer
 - Domain name is the subject of a UDRP proceeding
 - Domain name is subject to a court order by a court of competent jurisdiction
 - Domain name is the subject of a TDRP proceeding
 - Domain name is the subject of a URS proceeding or URS suspension
 - Domain name is subject to 60-Day Change of Registrant lock

- 12.2. The Client accepts that a domain transfer requires a sequence of actions from the Client, the gaining Registrar, the losing Registrar and the Registry. Delays may occur that are outside of the control of defty and the Client agrees not to hold defty liable for any loss due to the delay or failure of the transfer of a Domain Name.

- 12.3. defty will not permit transfers to or from its platform during the first 60 days following registration or transfer, except where the transfer is to the registrar from which it was most recently transferred.