

Domain names terms

last revised 2nd September 2024

1. The following terms and conditions apply to the domain registration Service:

1. You acknowledge and recognise that the domain name system and the practice of registering and administering domain names is continuously evolving and that We may modify these terms as necessary, from time to time, to comply with any agreements by which We are or will be bound, and to adjust to changing business circumstances. We will notify You of these changes by e-mail.
2. Your continued use of the registered domain name constitutes acceptance of these terms and amendments, including acceptance of the terms and conditions required of Us by Our domain name services providers, the registrar; Tucows Inc. and the registry Nominet UK, to which You are bound. By registering domain names, You are entering into a contract with Tucows Inc. and/or Nominet UK, a copy of which is at the end of this document, Master Domain Registration Agreement and the Terms and Conditions of Domain Name Registration. If at any time, You do not agree to such changes, You agree that Your sole remedy is to request that Your domain name registration be cancelled or transferred to a different domain name registrar.

2. Domain Name Registration

1. We have been granted the right to provide Internet domain registration services.
2. ICANN oversees all domain registries and registrars. Verisign Inc is the registry administrator responsible for the .com, .net tld domains. Nominet is responsible for the .uk tld domain and the second-level domain (sld) .co.uk, .org.uk, .ltd.uk and .plc.uk extensions. EURID is responsible for the .eu ccTLD domain. You can find information about ICANN's Registrants Rights and Responsibilities document here: <https://www.icann.org/resources/pages/registrator-rights-2013-09-16-en>.
3. Upon receipt of Your domain name registration information, We shall submit the information to the registry administrator for the appropriate domain extension for approval and processing. The registry administrator then puts into effect the domain name registration.

3. Selection of a domain name

1. You represent that, to the best of Your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.
2. If You are registering a domain name during the finite period of time when owners of trademarks and service marks have priority to do so ("Sunrise Period"), You acknowledge and agree that registrations for domain names during the Sunrise Period will only be

accepted on the conditions applicable to those new domain names and their Sunrise provisions which may include a minimum registration term.

3. By registering or renewing a .uk top-level or second-level domain and agreeing to these terms & conditions, You agree that You have read and agree to the Nominet Terms & Conditions of Domain Name Registration. If You are registering the domain for a third party, You warrant that the third party for whom you register the domain name have read and agree to the Nominet Terms & Conditions.
4. Upon submitting a registration through your Our control panel, We will submit your application to the relevant registry for processing. However, it is Your responsibility to check using WHOIS that Your domain registration has been successful twenty-four hours after payment has been made to Us. To check that the contact details assigned are correct and valid please see 'Domain Contacts' via Our control panel.
5. Marsden Cloud is not liable for and does not guarantee the registration of any applied for domain names. Marsden Cloud's general Terms and Conditions also apply.

4. Name restrictions

1. Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

5. Fees

1. In consideration for Us providing domain name registration Services to You, You agree to pay Us, prior to the approval of the desired domain name registration, the amounts set forth in Our Price Schedule, as amended from time to time, for the initial registration of the domain name and any subsequent renewals.
2. Your application will not be registered until We have received payment of the registration fee. If We do register a domain name prior to payment of the registration fee, We reserves the right to cancel the registration or restrict use of the domain name until payment has been received.
3. All fees must be prepaid and are non-refundable, in whole or in part, even if the domain name registration is suspended, cancelled or transferred prior to the end of the registration term.
4. In the event of a charge back by a credit card company or other payment provider authorised by Us, the domain name registration shall be transferred to Us as the paying entity for the registration. We may reinstate Your domain name registration at its sole discretion upon its receipt of the registration or renewal fee and its then current reinstatement fee. The reinstatement fee is currently £100.
5. Payment must be made by credit card or other methods we indicate in Our registration application or renewal form. We will renew Your domain name for You provided Your credit card or other billing information is available and up to date. If Your billing information is not

accurate and You wish to renew Your domain name registration, we will contact You to update this information and charge accordingly.

6. Domain credits are non-refundable as they enable the purchase of domain names at discounted prices, based on an up-front commitment.
7. Domain credits can be used for new registrations via the control panel, and will automatically be used for renewals of existing appropriate domain names. Domain credits expire 2 years after purchase and must therefore be used within 720 days of their date of purchase. Unused domain credits will be deleted from your account 720 days after their initial date of purchase. UK domain credits can only be used for 2 year registration/renewal periods. Eu domain credits can only be used for 1 year registration/renewals and all other tld's credits can be used between 1-10 years.
8. All prices are exclusive of VAT and are subject to a minimum one year contract

6. Free domain name registration

1. Please note that if You opt to take advantage of Our free domain name registration You will automatically be charged for the renewal of the domain 30 days prior to its expiry.

7. Term

1. These terms shall remain in full force during the length of the term of Your domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should You choose to renew or otherwise lengthen the term of Your domain name registration, then these terms and conditions will apply.
2. To ensure Your domains are not lost We operate a positive renewal system on all Our domains. Your domain will automatically renew for the term it was registered for unless You opt-out of this Service through Your control panel or update the renewal period prior to any renewal. This is not refundable and it is Your responsibility to ensure valid contact and payment details are on Your account at all times. Failure can lead to suspension.
3. Our domain renewal process is automated, however, it is Your responsibility to check that Your renewal has been successful within one month of the renewal date. You will automatically be charged for the renewal of the domain 30 days prior to its expiry.
4. For .uk domains You can do this using Nominet's WHOIS search at <https://www.nominet.uk/lookup/>, and for all other domains we recommend using the <https://lookup.icann.org/> website domain lookup facility to see the updated expiry date.
5. Ownership of data
 1. You agree and acknowledge that We owns the following:
 - (a) all database, compilation, collective and similar right, title and interests worldwide in the domain name database;
 - (b) all information and derivative works generated from the domain name database;and
 - (c) information for the registrations for which We acts as the registrar including:
 - (d) the original creation date of the registration;

- (e) the expiration date of the registration;
- (f) the name, mailing address, email address, telephone number, and fax number of the technical contact, administrative contact, zone contact, and billing contact for the domain name;
- (g) remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and
- (h) other information generated or obtained in connection with the provision of domain name registration and management Services, other than the domain name being registered, and the IP names and addresses of the primary nameservers and any secondary nameservers.

2. We do not have any ownership interest in Your specific personal registration information outside of Your right in Our domain name database.

6. Transfer of ownership

1. The person named as Registrant shall be the "Registered Name Holder." The person named as "account contact" at the time the controlling account was secured shall be deemed the designate of the Registrant with the authority to manage the domain name. Registrant agrees that prior to transferring ownership of the domain name to another person (the "Transferee") Registrant shall require the Transferee to agree, in writing to be bound by all the terms. If the Transferee fails to be bound in a reasonable fashion (as determine by Tucows in its sole discretion) to these terms, any such transfer will be null and void. Registrant explicitly authorises Tucows to act as their Designated Agent, as stipulated by the ICANN Transfer Policy, to approve a Change of Registrant on their behalf. Upon making changes to the registrant first name, last name, company name and/or email address, a 60 day transfer lock will be applied to the domain registration.
2. For UK domain names the transfer of ownership can be actioned via the Our control panel by the person named as account contact at the time the controlling account was secured who shall be deemed the designate of the Registrant with the authority to manage the domain name. The registrant shall be required to agree, in writing to be bound by these terms and conditions.

8. Domain name dispute policy

1. You agree to be bound by the Domain Name Dispute Policy (the "Dispute Policy"), as amended from time to time, which is hereby incorporated and made a part of these terms by reference.
2. The Dispute Policy governs any dispute between You and any party other than Us over the registration and use of the domain name. The specific disputes which are subject to the Dispute Policy are contained in the Dispute Policy. You agree that You will be subject to the provisions specified in the Dispute Policy in effect at the time the domain name registration is disputed by a third party.

9. Domain name registration information and its use

1. Information You are required to Submit:

1. As part of the registration process, You are required to submit to Us and to keep up to date the following information in connection with Your application for domain name registration:
 - (a) the domain name to be registered;
 - (b) the domain name holder's name and mailing address;
 - (c) the name, mailing address, email address, telephone number, and fax number of the administrative contact for the domain name; and
 - (d) the name, mailing address, email address, telephone number and fax number of the billing and technical contact for the domain name.
 2. You shall provide and maintain updated information at all times with Us. We at Our discretion may refuse to renew any registrations unless You maintain current and updated information at all times.
 3. We may from time to time request additional information from You in the form of photo ID or utility bills. While not obligated to provide the additional information, You should provide the additional requested information to ensure that You will obtain all the products and Services which We make available to domain name registrants.
2. Additional Information Maintained about Your Registration
1. In addition to the information You provide, We maintain additional information relating to Your domain name registration, including:
 - (a) the original creation date of the registration;
 - (b) the date and time the registration application was submitted to Us and the appropriate registry;
 - (c) communications constituting registration orders, modifications, or terminations and related correspondence;
 - (d) records of account for Your domain name registration, including dates and amounts of all payments and refunds;
 - (e) the IP names and address of the primary name servers and any secondary name servers;
 - (f) the name, mailing address, email address, telephone number, and fax number of the technical contact for the domain name;
 - (g) the name, mailing address, email address, telephone number, and fax number of the domain registrant for the domain name;
 - (h) the expiration date of the registration; and (i) other information regarding all other activity regarding Your domain name registration and related Services.
3. Obligations Relating to Data Provided by You:
1. If in registering a domain name You provide information about a third party, You hereby represent that You have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in these terms.
4. Disclosure and Use of Registration Information:

1. You agree to authorise Us to provide any information to ICANN, the registry administrators and to other third parties as ICANN and applicable laws may require or permit.
 2. In addition, You acknowledge that ICANN may establish guidelines, limits and requirements that relate to the amount and type of information that We may or must make available to private entities, and the manner in which such information is made available.
 3. You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of information and updated from time to time provide in connection with registration of a domain name, whether during or after term of the registration of the domain name. You hereby irrevocably waive any and claims and causes of action You may have arising from such disclosure or use of the domain name registration information.
 4. You may access Your domain name registration information in Our possession to review, modify or update such information, by accessing Our control panel, available at Our website at www.marsdencloud.com.
 5. We will not process any data about any person that we obtain from You in a way incompatible with the purpose and limitations described in these terms. We will take reasonable precautions to protect the information We obtain from You from Our loss, misuse, unauthorised access or disclosure, alteration or destruction of that information.
5. Agents and licences
1. You agree that in the event You register a domain name for another entity, You represent that You have the authority to bind that entity as a principal to all terms and conditions contained in these terms.
 2. You acknowledge and agree that if You license the use of Your registered domain name to a third party, You remain the domain name holder of record and remain responsible for all obligations under these terms, including payment obligations, and providing and updating Your full contact information, and accurate technical, administrative, billing, and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with domain name and domain registration.
 3. In any circumstance where You are registering a domain for a third party, You agree that You must (in advance):
 - (a) Make Your customers aware of the prices associated with domain name registration, renewal and maintenance.
 - (b) Give details of the domain name related services You provide, which are relevant to this customer, information on how to invoke the service, any prices payable and how long You take to carry out the service.
 - (c) Make Your customers aware of changes to Your prices.
 - (d) Detail the method, availability and cost of customer service provided.

- (e) Act quickly after getting a request from Your registrant to take some action for them; and
- (f) Update their details soon after You know that the current ones are out of date or wrong.

6. Registrant Data

1. You must not knowingly provide poor quality registrant data. If You find out that a registrant has provided poor quality data You should attempt to correct the data.
2. If You receive a request to register a domain name for a customer You must register the domain name in Your customer's name. You may only register the domain name in Your or Your organisation's name with the explicit prior written consent of Your customer.
3. You agree that if You register a domain on behalf of a third party, We can pass on the contact details of that third party to the registry administrator if required to do so by the registry.
4. Changing domain name registrants name for a .uk domain names:
 - To change the registrants name for a .UK domain name within 30 days of registration, please contact us through the 'support' area of your control panel.
 - We require you to indemnify Marsden Cloud against any legal proceedings and agree that your request is genuine.
 - You also have the facility to change registrants names via your online account with Nominet UK. However, Nominet UK will charge for this process.
 - If the registrants name listed on your domain record does not meet the registry's requirements, please contact support in the first instance to see whether we are able to resolve this issue for you, however, this is not possible in all cases so you may be referred to the registry (Nominet UK).
5. Changing domain name registrants name for gTLD domains:
 - To change the registrants name for gTLD domains, the facility is available via the control panel. However, if you change the details of the registrant after registration then you will require written consent from the current registered owner to action this change.
 - Please note that at any time Marsden Cloud may ask you to provide evidence that you have the authority to 'change the registrants name' of any domain name managed under the Marsden Cloud umbrella.
 - Failure to gain the current owners written consent to change the Registrant details for any Domain Name may result in Marsden Cloud Internet Ltd reverting any changes made to the original registrant details.

7. Limitation of liability

1. You agree that We shall, under no circumstances, be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages resulting from loss of profits, arising out of or in connection with these terms, even if We have been advised of the possibility of such damages, and in particular We will not be liable for the following:
 - (a) suspension or loss of Your domain registration;
 - (b) use of Your domain name registration;
 - (c) interruption of Your business;
 - (d) access delays or interruptions to any web sites accessed by Your registered domain name;
 - (e) non-delivery, mis-delivery, corruption, destruction, or modification of data;
 - (f) events beyond the reasonable control of Us;
 - (g) processing of an application for domain name registration; or
 - (h) application of the Dispute Policy.
2. We shall not, under any circumstances, be liable or responsible for any errors, omissions or other actions by the registry administrator arising out of or related to Your application, receipt of, or failure to receive a domain name registration.
3. Our maximum aggregate liability shall not exceed the greater of:
 - (a) the total amount paid by You for registration of the domain name; or
 - (b) £50.00 (UK Pounds).

8. Indemnification of Us

1. You agree to defend, indemnify and hold harmless Us and the registry administrator, including Us and its employees, directors, officers, representatives, agents and affiliates, from and against any claim, action, suit, demand, loss, damages, costs (including reasonable legal fees, expert witness fees and expenses), or other proceeding related to or arising out of the registration or use of the domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.
2. You also agree that in the event a domain name dispute arises with any third party, You shall indemnify and hold Us harmless pursuant to the terms and conditions contained in the Dispute Policy.

9. Representations and warranties

1. You represent and warrant that:
 - (a) all information provided in connection with Your domain name registration is accurate; and
 - (b) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.
2. You acknowledge and agree that all domain name registration Services provided to You by Us are provided on an "as is" basis. We make no representations or warranties of any kind, express or implied, in connection with these terms or its domain name registrations services, including but not limited to warranties of merchantability or

fitness for a particular purpose. We make no representation or warranties of any kind that registrations or use of domain name under these terms will immunize You from challenges to the domain name registration or from suspension, cancellation, or transfer of the domain name to You.

10. Breach and revocation

1. We reserve the right to suspend, cancel, transfer or modify Your domain name registration in the event that:
 - (a) You materially breach these terms;
 - (b) You use Your registered domain name to send unsolicited commercial advertisements in contravention of applicable laws or customary acceptable usage policies of the Internet;
 - (c) You use Your domain name in connection with unlawful activity;
 - (d) grounds arise for such suspension, cancellation, transfer or other modification as provided in these terms; or
 - (e) You use Your domain name in connection with material that is slanderous to UKreg, Us or other associated companies.
2. You further acknowledge and agree that Your domain name registration is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including Marsden Cloud) or registry administrator procedures approved by an ICANN-adopted policy, or by any other country code top-level domain registry administering procedures to correct mistakes by Us, another registrar or the registry administrator in administering the name or for the resolution of disputes concerning the domain name.
3. You also agree that We shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as We receive a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.
4. You acknowledge and agree that: You acknowledge and agree that:
 - (a) providing inaccurate information;
 - (b) failing to update information promptly; or
 - (c) failing to respond to our enquiries concerning the accuracy of contact details within fifteen (15) calendar days of request; shall constitute a material breach of these terms and will be sufficient basis for cancellation of Your domain name registration.

10. No Guarantee

1. You acknowledge that registration or reservation of Your chosen domain name, does not confer immunity from objection to either the registration, reservation, or use of the domain name.

11. Specific TLD Registration Agreements

1. [Terms and conditions for .UK domain names](#)

2. Terms and conditions of .uk purchase
 1. Please note that customers who own the qualifying domain have the .uk equivalent automatically reserved for them until 10th June 2019, as long as that domain remains registered to them.
 2. If at any time you decide not to renew your existing qualifying domain, the reserved .uk equivalent will automatically become available.
3. [Terms and conditions for all gTLD and nTLD domain names](#)
4. [.xxx domain names general availability](#)