



# Nominet UK, Terms of Use

Welcome, and thank you for your interest in *turing*Essentials, our downloadable software application and associated website (collectively, the “Service”). The following terms and conditions are a legally binding contract regarding use of the Service between the entity, organisation, company or individual agreeing to these terms (“Customer” or “you”) and Nominet UK (“Nominet”).

**PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY.**

**BY CLICKING “I ACCEPT,” YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS AND ANY ADDITIONAL TERMS OR FUTURE MODIFICATIONS (COLLECTIVELY, THE “TERMS”). If you are not eligible, or do not agree to the Terms, then please do not use the Service.**

## 1. Eligibility and Registration

- 1.1. To be eligible for the Service, you must be a Nominet [member](#)<sup>1</sup> and register for a *turing*Essentials account. When you register for an account, you may be required to provide us with some information about yourself such as your e-mail address or other contact information. You agree that the information you provide to us is and will be accurate and up-to-date at all times. You are solely responsible for maintaining confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you agree to notify us as soon as possible at [turing@nominet.uk](mailto:turing@nominet.uk).
- 1.2. By agreeing to the Terms, you represent and warrant to us: (i) that you are a Nominet member, (ii) at least eighteen (18) years old, (iii) that you have not previously been suspended or removed from the Service, and (iv) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations.
- 1.3. If you are using the Service on behalf of an entity, organisation, or company (a “Subscribing Organisation”), you represent and warrant that you have the authority to bind such Subscribing Organisation to the Terms and you agree to be bound by the Terms on behalf of such Subscribing Organisation. In such case, “you” means such Subscribing Organisation and each end user of the Subscribing Organisation.

## 2. Payment

The Service is currently provided free of charge. Access to the Service or to certain features of the Service may in the future require the payment of fees (“Fees”). Before payment of any Fees, you will have an opportunity to review and accept the Fees that you will be charged. Nominet may change or discontinue the Service or any feature of the Service, at any time and in its absolute discretion.

## 3. Licenses

- 3.1. Subject to the Terms, Nominet grants to you a worldwide, non-exclusive, non-transferable, terminable license to use the Service.
- 3.2. The Service permits Customers to import, store, and process data, content, and other types of works (collectively called, “Customer Data”). For clarity, Customer Data does not include the metadata associated with such Customer Data that is created through use of the Service. By importing, storing, or processing Customer Data, you grant to Nominet a worldwide, non-exclusive, royalty-free license to reproduce, distribute, publicly display, publicly perform, modify, and adapt your Customer Data for the purpose of providing the Service to you, including the right to sublicense your Customer Data as necessary to provide the Service to you (for example, we may need to sublicense Customer Data to our third-party service providers, such as Amazon, that help us provide the Service to you). Nominet

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<sup>1</sup> To learn more about Nominet’s Membership please visit <http://www.nominet.uk/about/corporate-governance/members/>



will not use, display, disclose or transfer Customer Data in a manner that specifically identifies you without your consent, except as otherwise set forth in this clause 3.2.

- 3.3. Nominet may use, display, store, disclose or transfer Customer Data as may be required or permitted by law or legal process, or to protect Nominet's rights or property (including without limitation, enforcement of Nominet's agreements) or the rights, property, or safety of any person or entity.
- 3.4. Please note that any Customer Data imported to, stored on, or made available on the Service may be permanently lost or deleted at the end of such license.
- 3.5. You retain copyright and any other proprietary rights you hold in the Customer Data that you import to or store using the Service.

#### **4. Representations and Warranties**

- 4.1. You are solely responsible for your Customer Data and the consequences of importing, storing, or processing Customer Data. By importing, storing, or processing Customer Data, you affirm, represent, and warrant that:
  - 4.1.1. You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorise Nominet and users of the Service to use and distribute your Customer Data and as necessary to exercise the licenses granted by you in these;
  - 4.1.2. Your Customer Data does not and will not infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
  - 4.1.3. You have a privacy policy that accurately describes your privacy practices.
  - 4.1.4. Your privacy policy allows you to provide Customer Data to Nominet and permits Nominet to use, store, and disclose such Customer Data as set forth in the Nominet Privacy Policy.
  - 4.1.5. You acknowledge and agree that Nominet is not responsible for any loss of service or data within your organisation, whether caused by Amazon or otherwise, and you will take the necessary steps to back up your own data as required by your organisation.

#### **5. Acceptable Use**

- 5.1. BY USING THE SERVICE YOU AGREE NOT TO:
  - 5.1.1. use the Service for any illegal purpose, or in violation of any local, state, national, or international law;
  - 5.1.2. violate, or encourage others to violate, the rights of third parties;
  - 5.1.3. sell, sublicense, or otherwise transfer the access granted herein or any Materials (as defined in clause 9 below); or
  - 5.1.4. interfere with the operation of the Service, including by (i) reverse engineering or otherwise attempting to discover the source code of the Service or any part thereof except to the extent that such activity is expressly permitted by applicable law, (ii) performing any fraudulent activity including impersonating any person or entity, claiming false affiliations, or accessing the Service accounts of others without permission; or (iii) intentionally interfering with or damage operation of the Service or any user's enjoyment of it including by uploading or otherwise disseminating viruses or other malicious code.

#### **6. Termination**

- 6.1. We may, in our sole discretion terminate or suspend your access to the Service at any time, with or without notice. We also reserve the right to modify the Service at any time without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or revocation of your access to or use of the Service. Further, if you do not access the Service for a period of sixty (60) days or more, we reserve the right to suspend the Service.
- 6.2. You may terminate your account at any time by contacting customer service at [turing@nominet.uk](mailto:turing@nominet.uk). If you terminate your account, you will remain obligated to pay all outstanding fees and charges, if any, relating to your use of the Service incurred prior to termination.



## **7. Privacy Policy; Additional Terms**

- 7.1. Privacy Policy. Please read the Nominet [Privacy Policy](#)<sup>2</sup> carefully for information relating to our collection, use, and disclosure of your personal information. The Nominet Privacy Policy is hereby incorporated by reference into, and made a part of, these Terms.
- 7.2. Additional Terms. Your use of the Service is subject to any additional terms, rules, or guidelines applicable to the Service or certain features of the Service that we may post and you may accept (the "Additional Terms"), such as end user license agreements for our downloadable applications, subject to clause 10. All such Additional Terms are hereby incorporated by reference into, and made a part of, the Terms.

## **8. Modification of the Terms**

We reserve the right, at our discretion, to change the Terms on a going forward basis at any time. Please check the Terms periodically for changes. In the event that a change to the Terms materially modifies your rights or obligations, you will be required to accept such modified terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified terms. Immaterial modifications are effective upon publication. For the avoidance of doubt, disputes arising hereunder will be resolved in accordance with the Terms in effect at the time the dispute arose.

## **9. Ownership and Proprietary Rights**

The Service is owned and operated by Nominet. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Nominet (the "Materials") are protected by all relevant intellectual property and proprietary rights and applicable laws. Except for any Customer Data all Materials contained in the Service are the property of Nominet or our third-party licensors. Except as expressly authorised by Nominet you may not make use of the Materials. Nominet reserves all rights to the Materials not expressly granted in the Terms.

## **10. Indemnity**

You agree that you will be personally responsible for your use of the Service, and you agree to defend, indemnify and hold harmless Nominet and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the "Nominet Entities") from and against any and all claims, liabilities, damages, losses and expenses, including reasonable legal and accounting fees and costs, arising out of or in any way connected with (i) your access to, use of or alleged use of the Service; (ii) your violation of the Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claim.

## **11. Disclaimers; No Warranties**

The service is provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. The Nominet Entities specifically (but without limitation) disclaim (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for all damages that may result from your use of or access to the Service.

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<sup>2</sup> <http://www.nominet.uk/resources/privacy-policy>



## **12. Limitation of Liability**

- 12.1. In no event will the Nominet Entities be liable to you for any incidental, special, consequential or punitive damages, whether based on warranty, contract, tort (including negligence), statute or any other legal theory, whether or not the nominet entities have been informed of the possibility of such damage.
- 12.2. You agree that the aggregate liability of the Nominet Entities to you for any and all claims arising from or related to the use of the service is limited to the greater of (i) the amounts you have paid to Nominet for access to and use of the Service in the twelve (12) months prior to the claim or (ii) £100.
- 12.3. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

## **13. Governing Law**

- 13.1. The Terms and any non-contractual obligations arising out of or in connection with it is governed by and construed in all respects in accordance with the laws of England and Wales.
- 13.2. Each party hereby irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with the Terms.

## **14. General**

- 14.1. Each of the parties acknowledges and agrees that in entering into these Terms, and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Terms or not) other than as expressly set out in the Terms. The only remedy available to it for a breach of the Terms will be for breach of contract.
- 14.2. The Terms, together with the Privacy Policy, the Additional Terms, and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Nominet regarding your use of and access to the Service, and except as expressly permitted above may only be amended by a written agreement signed by authorised representatives of the parties.
- 14.3. You may not assign or transfer the Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign the Terms at any time without notice.
- 14.4. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.
- 14.5. Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to clauses 6 and 9 through to 14.
- 14.6. Each party will be released from its obligations to the extent that performance thereof is delayed hindered or prevented by an event or circumstance that is outside of that party's reasonable control. If either party is prevented from performing its obligations under the Terms by such an event or circumstance which continues for more than thirty (30) days then either party will be entitled to terminate the Terms without liability to the other party immediately on giving written notice of termination to the other party.
- 14.7. Any failure to exercise or any delay in exercising a right or remedy provided by the Terms or at law will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the Terms will not constitute a waiver of any other breach or default and will not affect the Terms.



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- 14.8. The rights and remedies provided by the Terms are cumulative and (subject as otherwise provided in the Terms) are not exclusive of any rights or remedies provided at law.
- 14.9. The Terms are not intended to confer a benefit on, or be enforceable by, any person who is not a party to the Terms (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

## **15. Contact Information**

If you have any questions regarding Nominet, the Service, or the Terms please contact us at [turing@nominet.uk](mailto:turing@nominet.uk).

Last updated on November 29, 2016