



SCHEDULE R

When you register a Domain Name(s), you are contractually required to enter 'Registrant Details' including information such as your name, address, email, fax and phone number ("**Personal Data**").

This Personal Data is then sent to the relevant Registry or Registrar for your Domain Name, in accordance with Registry requirements.

Registrars are also required by the Registrar Accreditation Agreements (Section 3.6 of the 2013 RAA) to escrow certain registration data with an ICANN-approved Registrar Data Escrow Agent ("**DEA**") pursuant to the Registrar Data Escrow (RDE) program as defined by the RDE Specifications

If your Domain Name is a .co.uk .uk, .me.uk .org.uk or .net.uk, the relevant Registry is Nominet UK ("**Nominet**").

If your Domain Name is a .com or .net, the relevant Registrar is Register S.p.A. ("**Register.it**") the relevant Registry is Verisign, Inc. ("**Verisign**") and the **DEA** is Iron Mountain Intellectual Property Management, Inc.

If your Domain Name is a .biz, the relevant Registrar is Register S.p.A. ("**Register.it**"), the relevant Registry is NeuStar, Inc. ("**Neustar**") and the **DEA** is Iron Mountain Intellectual Property Management, Inc.

If your Domain Name is a .info, the relevant Registrar is Register S.p.A. ("**Register.it**"), the relevant Registry is Afiliis Limited. ("**Afiliis**") and the **DEA** is Iron Mountain Intellectual Property Management, Inc.

If your Domain Name is a .org, the relevant Registrar is Register S.p.A. ("**Register.it**"), the relevant Registry is Public Interest Registry which uses the infrastructure of Afiliis. ("**PIR**") and the **DEA** is Iron Mountain Intellectual Property Management, Inc.

Namesco's Domain Proxy Service ("**Domain Proxy Service**") is offered as an optional service for individual registrations of a Domain Name and is available for a Domain Name extension listed above. As part of the Domain Proxy Service, we will act as your proxy and send our details to the Registry, rather than your Personal Data.

The following Terms and Conditions will apply if you subscribe to the Domain Proxy Service:

1. The Domain Proxy Service
 - a. When you subscribe a Domain Name to our Domain Proxy Service you designate that we will thereafter be registered as the holder of the Domain Name at the Registry.



- b. For each new registration of a Domain Name you subscribe to the Domain Proxy Service, we will not send your Personal Data to the Registry. Namesco's details will be sent as a proxy.
- c. If you add the Domain Proxy Service to an existing Domain Name, any Personal Data supplied to Namesco before adding the Domain Proxy Service has already been sent to the Registry and cannot be retrieved. After you have subscribed to the Domain Proxy Service, we will no longer send your Personal Data to the Registry. Namesco's details will be sent as a proxy.
- d. You will retain the full benefits of the Domain Name and may cancel the Domain Proxy Service for each Domain Name at any time. If you do cancel the Domain Proxy Service, we will thereafter forward your Personal Data to the Registry.
- e. You shall retain full control and ownership over and remain the legally responsible owner of the Domain Name.
- f. Namesco acknowledges that you are the exclusive owner of all rights, title and interest in and to, or authorised licensee of, the Intellectual Property Rights and that we shall acquire no rights whatsoever in or to any of the Intellectual Property Rights.
- g. You will retain full liability for the registration and use of the Domain Name and agree to release, defend, fully indemnify and hold Namesco harmless, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees from and against any and all claims, demands, liabilities, losses, damages or costs, arising out of or related in any way to Namesco and your use of your Domain Name registration.
- h. You agree to continue to be bound by the relevant TLD Registry policies for the Domain Name owned by you.
- i. The Domain Proxy Service is only available when you purchase a Domain Name from Namesco.
- j. You agree for .com, .net, .biz, .info and .org we remain contractually bound to escrow your Personal Data as per Section 3.6 of the 2013 ICANN RAA) to an ICANN-approved Registrar Data Escrow Agent ("DEA") pursuant to the Registrar Data Escrow (RDE) program as defined by the RDE Specifications.
<https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#3.6>

2. Nature of the Domain Proxy Service

- a. Namesco has no right to assume or to create any obligation or responsibility, express or implied, on your behalf. Nothing stated in this Schedule shall be construed as constituting you and Namesco as



partners or joint venture parties or as creating a relationship of employer and employee between the parties.

3. Your Obligations

You agree and acknowledge that in relation to each Domain Name you subscribe to the Domain Proxy Service:

- a. You will provide us with, and update accurate and current contact details at all times. In particular, you will ensure that your email address, postal address, phone and fax number for the Domain Name is accurate. If you are not contactable via the contact information provided or you do not reply to our enquiries as set out in Clause 4(c) below, we reserve the right to take all necessary action, in particular to suspend, delete or release the domain due to actual or alleged violations of the law.
- b. You will inform us immediately in writing by mail, fax or email in the event that your Domain Name is threatened with legal action.
- c. You will:
 - i. Respond within three (3) working days to any enquiries made by us to determine the validity of any information provided to us by you. In the event of a legal dispute, we reserve the right to shorten the response time;
 - ii. Respond promptly within twenty-four (24) hours to correspondence we receive that is either addressed to or involves a Domain Name; and
 - iii. Respond promptly within twenty-four (24) hours to enquiries we may make involving your Domain Name.

4. Suspension and Termination of Domain Proxy Service

- a. You acknowledge and agree that we have the absolute right, in our sole discretion and without any liability to you whatsoever, to suspend or cancel the Domain Proxy Service for each subscribed Domain Name, with your Personal Data then being sent to the Registry OR reveal your Personal Data, including but not limited to the following:
 - i. When required by law, governmental rules or requirements, governmental authorities or a court order;
 - ii. If you transfer away from Namesco;
 - iii. When we believe in good faith that such action is required by law;
 - iv. In compliance with a legal process served upon us;



- v. In order to comply with applicable Registry rules, policies or procedures;
 - vi. To resolve any and all third party claims, whether threatened or made, arising out of your use of a Domain Name;
 - vii. If we believe that you are using the Domain Proxy Service to conceal involvement in illegal, illicit, morally objectionable or harmful activities;
 - viii. To protect the integrity and stability of the applicable Domain Name Registry;
 - ix. To comply with any Dispute Resolution Policy;
 - x. To avoid any financial loss or legal liability (civil or criminal) on the part of us, our parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees;
 - xi. If the Domain Name we register on your behalf violates or infringes a third party's trademark, trade name or other legal rights; or
 - xii. You further acknowledge and agree that in the event that we receive a formal complaint, notice of claim in relation to legal proceedings or in relation to a Dispute Resolution Policy, the subject matter of which is a Domain Name or which relates to your use of the services, we have the right to suspend the Domain Proxy Service and your Personal Data will be made available to Nominet.
- b. If at any time you choose to cancel the Domain Proxy Service, you acknowledge that your Personal Data will from that point be sent to the Registry.

5. Refund in Event of Cancellation

- a. We will not provide a refund in the event that we exercise any of our rights set out in Clause 4 above or you elect to cancel our Domain Proxy Service for any reason.

6. Communications forwarding

You agree and acknowledge that:

- a. We will forward to you communications relevant to any or all of the circumstances set out in Clause 4, referring to your Domain Name that are received by us by email, postal mail or fax.
- b. You agree to waive any and all claims arising from your failure to receive communications directed to your Domain Name but not forwarded to you by us.



- c. We reserve the right to pass on to you the reasonable costs we may incur for administrative tasks outside of the scope of our Domain Proxy Service. Such tasks include, but are not limited to, customer service issues that cannot be handled by email and disputes requiring legal services.