

AWARENESS SOFTWARE LIMITED: DOMAIN REGISTRATION SERVICES SCHEDULE

This document was most recently updated on 20th January 2024.

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Domain Registration Services defined below, and as stipulated in a Statement of Work.

Unless the context otherwise requires, the definitions used in the Terms and Conditions apply to this Schedule. Any other terms defined in this Schedule have that meaning for this Schedule only.

1. Interpretation

“Domain Registration Services”	the services that we provide to our Customers in respect to the definition in 2.1, in accordance with the Statement of Work and this Schedule;
“Domain Registration Services Fees”	the fees payable to us by you for our provision to you of the Domain Registration Services.

2. Services

- 2.1 Domain Registration Services are where which we arrange for the registration of Internet domain names (and ancillary services) on behalf of a Customer, together with maintenance of such as may be advised by the Customer.
- 2.2 We are a Nominet TAG holder and use several third parties to register domain names for us – we are a reseller of their services. If we provide Domain Registration Services, we do not warrant that:
- 2.2.1 the domain names requested will be accepted for registration, transfer or renewal (as appropriate) by the relevant registrar; or
- 2.2.2 any registration, transfer or renewal will be successful.
- Domain Registration Services are restricted to our forwarding of your registration, renewal or transfer request to the relevant registry for that domain name. Subject to Clause 12.2 of the Terms and Conditions, we shall have no Liability for (i) any failure in the registration, transfer or renewal of any domain name, (ii) if any domain name chosen by you infringes the Intellectual Property Rights, or any other rights, of any third party, and/or (iii) for any other issue arising out of any domain name that is outside of our direct control.
- 2.3 The registration of the domain name that you choose, and the ongoing use of that domain name, shall be subject to the relevant domain name registry's, and ICANN's terms and conditions from time to time, and, in submitting an application for registration, you agree that you have requested, considered and accepted those terms and conditions. You may find such terms and conditions for a particular family of domain names at <https://www.aware-soft.com/terms-and-conditions/third-party-domain-terms>.
- 2.4 If any charges apply to the registration of a domain name that you have chosen, we will inform you.
- 2.5 We reserve the right to suspend or cancel any application for registration of a domain name or refuse to host any domain name if you are, or we reasonably believe that you are, in breach of this Contract.
- 2.6 You are responsible to ensure that any domain names that you register as part of the Services are renewed when necessary and all relevant renewal fees are paid. We will inform you that a renewal date is impending at least thirty days before the domain name is due for renewal, however it is your responsibility to:
- 2.6.1 stay up-to-date with any domain name registrations provided as part of the Services to ensure they are renewed if so desired;
- 2.6.2 ensure that any monies that we, or any registrar, hold on your behalf are allocated to domain name renewal if that is your preference; we, and any domain name registrar, will not allocate any monies held for you to domain name renewal unless you clearly instruct otherwise; and
- 2.6.3 stay updated as to whether any domain name renewal is successful, and inform us promptly if a renewal is unsuccessful.
- Subject to Clause 12.2 of the Terms and Conditions, we shall have no Liability for any failure in the renewal of any domain name registration.
- 2.7 If you request that you no longer wish to have your domain name renewed or the relevant domain name registry has not received all relevant renewal fees to process that renewal (whether directly from you or through us), then:
- 2.7.1 that domain name will expire and any Domain Registration Services that we provide applicable to that domain name will be suspended;
- 2.7.2 Your domain name will then typically go into a protected period, after which your domain name will be suspended by the domain name registry and will then typically go into a grace period. Please contact us for more information on the protected period and grace period for your domain name, as these differ from domain name registry to domain name registry and may not be available from all registries;
- 2.7.3 If you do change your mind and still wish to renew your domain name after the renewal date, you still may be able to do so (but this is not guaranteed) but you may be charged additional fees as set out by the domain name registry. Any such additional fees will be passed on to you, and all outstanding fees (including all relevant renewal fees) will need to be settled in full before the renewal of your domain name;
- 2.7.4 After any applicable grace period your domain name will be cancelled and deleted from the registry and may be made available for resale through a third-party registrar and used for whatever purpose they may deem fit;
- 2.8 We cannot guarantee the renewal of a domain name if not renewed promptly when renewal for a domain falls due, and any protected or grace periods should not be relied upon. Subject to Clause 12.2 of the Terms and Conditions, we shall have no Liability for any failure by you to act in a timely manner to make arrangements with us to redeem any domain name registration within the grace period, or for any subsequent failure of the domain name to be renewed.
- 2.9 By submitting a Statement of Work in respect of the registration of a specific domain name, you warrant that you have the right to use that domain name.
- 2.10 You acknowledge that domain names cannot be cancelled once registered, and no refund is available.
- 2.11 We shall use our reasonable endeavours to respond to a request for Domain Registration Services during Business Hours on Business Days within 4 hours from the time we receive the request. However, we cannot guarantee any particular result or outcome nor within any

particular time. In particular, without limitation, we may need to obtain support in turn from a third party that assists us with the provision of the Domain Registration Services.

3. Service Requests

3.1 You may raise a Service Request relating to this Service by using the contact procedure set out in the Statement of Work or, in the absence of such, by using the contact procedure contained in the "Service Desk Contact and Escalation Procedure" document (and which may be found on our website) during Business Hours. This document also outlines the process we use to triage service requests and faults, along with response, update and escalation timescales.

4. Domain Registration Services Fees

4.1 The Domain Registration Services Fees will be set out in the Statement of Work.

4.2 As the remote registry used to provide the Domain Registration Services may change their fees at any time, the renewal Fees may vary at the time of renewal and you acknowledge that the Fees set out in the Statement of Work only apply to initial registration.