

Terms of Use for Member Logo

0. INTRODUCTION

These are the terms of use for our membership logo, which we have copyright, design rights and trade mark rights in.

You may only use the membership logo if:

0.1. you are currently a member of Nominet AND

0.2. you accept the terms of this contract in full and comply with them.

If you do not meet both of those requirements, you may not use the membership logo.

1. INTERPRETATION

1.1. In this contract words written in **bold** and some other words such as “us”, “we” and “you” have defined meanings; most of these are set out in the “[definitions and interpretation terms](#)”, which are standard terms that we use in several of our contracts and which are available on our website. The other terms which have special meanings are given below:

contract means (i) these terms and conditions (ii) the [acceptable use policy](#) and (iii) the **definitions and interpretation terms** which are part of this contract and have the same effect as they would if they were set out in full in this document;

force majeure means any circumstances not foreseeable at the date of this contract and not within the reasonable control of the party in question including, without prejudice to the generality of the foregoing, strikes, lockouts, shortages of labour or raw materials, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster;

logo means the membership logo exhibited in exhibit ‘A’;

nominet logos means our main company logos set out in exhibit ‘B’

1.2. Explanatory notes in italics do not affect the interpretation of this contract.

2. COMMENCEMENT AND DURATION

2.1. This **contract** shall start on the earliest of the following dates:

2.1.1. the date that you confirm your acceptance of its terms to us; or

2.1.2. the date that you start using the **logo**.

2.2. This **contract** (and therefore your right to use the **logo** will end) on the happening of any of these events:

2.2.1. either party **notifies** the other (giving at least one month's warning) that this **contract** will end;

2.2.2. either party breaks any part of this **contract** and (if the problem is something that can be put right, has not been put right within 14 days of being **notified** of the problem);

2.2.3. either party breaks any part of this **contract** for a third time, whether or not they have previously put that problem right when told to do so under clause 2.2.2;

2.2.4. your membership of us ends for any reason, or is assigned to a third party.

3. LICENCE

3.1. In return for your entering into the terms of this **contract** we grant you a non-exclusive, royalty-free licence to use the **logo** (without alteration of any kind) anywhere in the World on the terms of this **contract**.

Explanatory Note: "non-exclusive" means that others may also have this right. "royalty-free" means that you do not have to pay us for using the logo in this way, but you do have to comply with this contract.

3.2. You are not granted any form of licence or permission to use our main corporate logo or other trademarks, except to the extent that they form part of the **logo**.

Explanatory Note: This licence contract only applies to the member's logo (the rectangular logo with 'nominet member' written in it). You are not allowed to use the nominet logos except that one of them forms part of the logo and therefore some use is automatic.

3.3. You may only use the **logo** if you have obtained the computer graphics files comprising it directly from us.

Explanatory Note: The files we send to you are the correct size, resolution and colour. If people start copying the logo from elsewhere, the logo may be of lower quality or have been altered in some way.

3.4. You may not sublicense or assign any of your rights or obligations under this **contract**.

Explanatory Note: the permission to use the logo that this contract grants only applies to the Nominet member involved (e.g. the company, not any resellers, subsidiaries or partners). If your membership is transferred to a third party, this contract ends (2.2.4) and the new person who is a member must enter into a contract with us.

4. TITLE AND GOODWILL

4.1. You accept that we are the owner of the copyright and trade mark rights in the **logo**.

4.2. You must not alter or obscure the copyright and trademark notice within the **logo**.

4.3. Any goodwill created from your use of the **logo** accrues to us.

5. TRADE MARK REGISTRATIONS

5.1. You must not apply to register the **logo** as a trade mark or other type of **intellectual property rights** anywhere in the World for any category of goods or services.

5.2. You shall not apply for or obtain registration of any **intellectual property right** (e.g. trade or service marks) in any country which consists of or comprises the word “nominet” and/or “nominet member” or any confusingly similar word or words (including “Nominet tag-holder” or “nominet registrar”), or any trade or service mark which consists of, comprises or is confusingly similar to the **logo** or **nominet logos**.

6. DUTIES OF THE PARTIES

6.1. You shall not do anything to diminish our rights in the **logo** or impair any registration by us of the **logo**.

7. QUALITY CONTROL AND APPROVAL PROCEDURES

7.1. You must comply with the **acceptable use policy** for the **logo** which may specify how the

logo may be used, in order that no use of the **logo** is made which is, or is likely to be:

7.1.1. deceptive, misleading or confusing to customers or the public;

7.1.2. damaging to our rights in the **logo**; or

7.1.3. reasonably perceived to alter the **logo** or the perception of it (e.g. by using the **logo** in the wrong size, resolution or colour).

7.2. If we request it, you will (promptly and without cost to us) provide us with copies of any website or other material in which you use the **logo** and details of the duration of use and the number of uses. If the use is on a webpage or other electronic 'location' that requires password access to view it, you shall provide us with a password for that purpose on request.

Explanatory Note: If we receive complaints about your use of the logo, we need assurance that we can find out how you have been using it.

8. EFFECT OF TERMINATION

8.1. When this **contract** is terminated:

8.1.1. the licence to use the **logo** ends immediately; and

8.1.2. you shall not sell or offer any services of any type or description under or by reference to the **logo** or any confusingly similar mark.

8.2 Termination of this **contract** by either party shall be without prejudice to the right to seek compensation for breach of any provisions of this **contract**.

9. FORCE MAJEURE

9.1. If and to the extent that either party is prevented or delayed from performing any of its obligations under this **contract** by **force majeure** it shall promptly **notify** the other party, specifying the matters constituting **force majeure** together with such evidence in verification thereof as it can reasonably give and specifying the period for which it is estimated that the prevention or delay will continue. The party so affected shall then be relieved of liability to the other for failure to perform or for delay in performing (as the case may be) its obligations, but shall nevertheless use its best endeavours to resume full performance of its obligations under

this contract provided that, if the **force majeure** continues for a period of one month or more following notification, the party not affected by the **force majeure** may terminate this **contract** by **notifying** the other at least 14 days in advance. Such **notification** shall be of no effect if the party affected by the **force majeure** resumes full performance of its obligations under this **contract** before the expiry of the notice period.

10. OTHER PROVISIONS

10.1. This **contract**, together with any documents referred to in it, constitutes the whole **contract** between the parties relating to its subject matter and supersedes any prior drafts, **contracts**, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

10.2. No variation of this **contract** shall be effective unless made in writing.

10.3. No term of this **contract** shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

10.4. No failure to exercise nor any delay in exercising by either party to this **contract** of any right, power, privilege or remedy under this contract shall impair or operate as a waiver of such right, power, privilege or remedy.

10.5. Any time, date or period mentioned in this contract may be extended by written **contract** between the parties but otherwise, and except as expressly provided, as regards any time, date or period originally fixed or any time, date or period so extended, time shall be of the essence.

10.6. Nothing in this **contract** shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.

10.7. This **contract** shall be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts except in matters of enforcement of the judgement of an English court where courts more local to the parties may be used.

EXHIBIT 'A'



EXHIBIT 'B'

nominet

The logos forming UK trade mark applications (amongst others) numbers 2397385 and 2397386.

v.1.1 060108