

Member Forum Rules

These rules (the "Rules") set out the terms for use of the Nominet Member Forum (the "Forum"), which apply to all users. By submitting text or material to the Forum (a "Contribution") or accessing the Forum you accept, and agree to abide by, all the terms and conditions of these Rules.

The Rules supplement and should be read in addition to any other terms and conditions that you have agreed to in connection with your use of our website or our services.

The Forum is operated by Nominet UK (Company No. 3203859), a not for profit company limited by guarantee whose registered address is Minerva House, Edmund Halley Road, Oxford Science Park, Oxford OX4 4DQ.

Changes to these Rules

We may revise these Rules at any time. We will attempt to notify you of changes to these Rules by sending an email to the email address you have provided to us and by posting a message to the Forum. However you are expected to check this page from time to time to take notice of any changes we make. Any changes we make will be legally binding on you once they are published on this page.

Password

If you choose, or you are provided with a password or any other piece of security information as part of your registration to use the Forum, you must treat such information as being confidential, and you must not disclose it to any third party. We have the right to disable your use of the Forum if in our opinion you have failed to comply with this paragraph.

Prohibited uses

You may use the Forum only for lawful purposes. You may not use the Forum:

- in any way that breaches UK law or the law of the country in which you are located; or
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
- for the purpose of harming or attempting to harm any person in any way; or
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards set out below; or

- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Access to the Forum is restricted and it is not a public forum. Information may be posted which is confidential or only intended to be seen by those with access to the Forum. As a result, unless text or material was originally posted by you as part of a Contribution, you must treat such text or material as being confidential and, unless required to do so by law, you must not reproduce, duplicate or copy any part of it outside of the Forum.

Content standards

These Content Standards apply to each Contribution or any part of a Contribution made by you. The Content Standards must be complied with in spirit as well as to the letter. We will determine, in our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions);
- comply with the laws applicable in the UK and any country from which it is posted;
- be relevant.

A Contribution must not:

- be defamatory of any person.;
- be obscene, offensive, hateful or inflammatory;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- unless it is made publicly available in connection with their business, disclose the personal address, telephone, mobile or fax number, email address or any other personal data in respect of any individual other than yourself;
- infringe any copyright, database right or trade mark of any other person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- be in contempt of court;
- bully or harass any person
- criticise any member of Nominet staff (there are formal complaint mechanisms for staff/service complaints)
- impersonate any person, or misrepresent your identity or affiliation with any person; or

- give the impression that the Contribution emanates from or is endorsed by Nominet UK if this is not the case;
- advocate, promote, incite any third party to commit, or assist any unlawful or criminal act;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
- contain any advertising.

Copyright

By submitting a Contribution to the Forum, you agree to grant to us a non-exclusive licence to use that Contribution. Although you will still own the copyright in your Contribution, we will have the right freely to use the material contained in your Contribution for the purposes of operating the Forum. This licence will be free of charge, perpetual and capable of sub-licence.

Please also note that, in accordance with the Content Standards above, you must ensure that your Contribution does not infringe any copyright, database right or trade mark of any other person. By submitting your Contribution to the Forum, you are warranting that you have the right to grant us the non-exclusive copyright licence described above.

Breach of these Rules

When we consider that a breach of the Content Standards above has occurred, we may at our discretion take such action as we deem appropriate. Failure to comply with these Rules constitutes a material breach of the terms of use on which you are permitted to use the Forum, and may result in our taking all or any of the following actions:

- Issue a warning to you;
- Immediate, temporary or permanent removal of any Contribution already posted on the Forum;
- Immediate, temporary or permanent withdrawal of your right to use the Forum;
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law;
- Legal proceedings against you for reimbursement of all costs incurred by us on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you.

The actions described above are not limited, and we may take any other action we reasonably deem appropriate. We exclude our liability for all action we may take in response to breaches of these Rules.

Indemnity

By registering with the Forum, and each time you post a Contribution, you agree to indemnify us (and our employees, officers and directors) against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, costs and expenses) suffered or incurred as a result of or in connection with any breach by you of these Rules.

Responsibility for Contributions

The Forum is not moderated. We will not be responsible as author, editor or publisher of any Contribution submitted to the Forum. The material displayed on the Forum is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Forum or in connection with the use, inability to use, or results of the use of the Forum, any websites linked to it and any materials posted on it however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Complaints

If you wish to complain about any Contribution posted to the Forum you can either:

- Use the "report post" function within the forum, or
- contact us at forum@nominet.uk

We will then review the Contribution and decide whether it complies with these Rules. We will deal with any Contribution which, in our opinion, breaches these Rules.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, these Rules although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.