

# Terms of Use for Member Logo

## 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 **logo** if you are currently a member of Nominet and you accept these terms of use. If you do not meet all of those requirements, you may not use the **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 as set out below:
  - 1.1.1. **contract** means (i) these terms and conditions, and (ii) the **usage guidelines** which are part of this **contract** and have the same effect as they would if they were set out in full in this document;
  - 1.1.2. **force majeure** means circumstances beyond the reasonable control of the party in question. Such circumstances include, 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;
  - 1.1.3. **intellectual property rights** means trade marks, service marks, registered designs, utility models, patents, applications for any of the foregoing, copyright, design rights, database rights, confidential information, trade and business names and any other similar protected rights in any country whether existing or to be created and whether vested or contingent;
  - 1.1.4. **logo** means the **logo** in exhibit 'A';
  - 1.1.5. **notify** means any duty to **notify** or give notice may (unless another form is specified) be by email, automaton message (if a standard form is established), EPP response (if a standard form is established), fax or post and shall be effective on the earlier of (a) the time of sending of the electronic communication or fax, (b) two days after posting by first class pre-paid post, or (c) receipt: and shall be validly served if sent to (in the case of us) our address given on our website at the time and (if sent to you) the address we hold for you in respect of this **contract**, or your registered office (if applicable), or the relevant contact for the service; and
  - 1.1.6. **usage guidelines** means the guidelines we may publish on our website and amend from time to time, which set out the rules you must comply with when using the **logo**, whether in print or online.

## 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 with 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**.
- 3.2. You are not granted any form of licence or permission to use any other Nominet **logo** or trade marks.
- 3.3. You may only use the **logo** if you have obtained the computer graphics files comprising it directly from us.
- 3.4. You may not sublicense or assign any of your rights or obligations under this **contract**.

## 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 trade mark 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**.

## 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 **usage guidelines** 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**;
  - 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.
- 7.3. We may require you to stop using the **logo** on a temporary basis at any time, by **notify**ing you of that requirement. Where we have done this, we will **notify** you once you are able to start using the **logo** again.

## 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. 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.
- 10.6. 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.

### Exhibit A

