

Terms & Conditions

The Searchable Whois Service (SWS) is provided by CentralNic Ltd, a UK registered company. CentralNic operates the Registry for various top level domain names.

By using the SWS you agree to comply with these terms and conditions. We may revise these terms and conditions at any time by amending this document. You agree to review this page each time you use the SWS. By using the SWS after any changes have been made to these terms and conditions, you agree that those changes will be binding on you. If you do not agree to or accept any part of these terms and conditions you must not use the SWS.

Your use of Access to the CentralNic Searchable Whois Service is subject to the provisions of ECU Directives 95/46/EC, 97/66/EC and 2002/58/EC and the UK's Data Protection Act 1998 (the "Legislation"). You agree to comply with the Legislation. If you are not resident in the UK, you agree to comply with the Legislation as if you were resident in the UK. Any use of the SWS that contravenes this Legislation will breach these terms and conditions and may result in criminal and/or civil law action being taken against you.

This Legislation requires that Personal Data (anything which can identify a living person) must only be disclosed to you if such disclosure is necessary for the purpose of, or in connection with, any legal proceedings (including prospective legal proceedings), or for the purpose of obtaining legal advice, or is otherwise necessary for the purposes of establishing, exercising or defending legal rights ("Legitimate Reasons"). Personal Data must be processed in accordance with the following principles. The Personal Data must be:

- Fairly and lawfully processed
- Processed for limited purposes
- Adequate, relevant and not excessive
- Accurate and up to date
- Retained for no longer than is necessary
- Processed in line with an individual's rights
- Stored securely
- Not transferred to other countries without adequate protection

When you use the SWS, you agree to inform us of the true reason you are accessing the information provided in order to demonstrate you have a legitimate need/reason to access the relevant Personal Data. You also agree, in respect of any use you make of the SWS and any information you obtain from it, that you:

- i. have a legitimate reason for accessing the Personal Data;
- ii. will not use the information for marketing purposes, spamming, data-mining, or any unlawful purposes;

- iii. will not share information derived from the SWS with any individual or entity (other than as required by law, with a court of law or enforcement agency, or with your legal advisor) that is not bound by the terms of the SWS;
- iv. will not share your user name and password with any unauthorised third party or parties;
- v. understand and acknowledge that you they will be accessing Personal Data and that you must comply with the Legislation;
- vi. understand and acknowledge that the Registry Operator records information about all searches of the SWS (including the person making the search, the IP address from which the search was made, and the reason for such search).

To prevent data-mining and other forms of bulk data access, you will be limited to no more than fifty (50) SWS queries per twenty four (24) hours.

The Registry Operator reserves the right to revoke any requestor's right to use the Searchable Whois Service or to take any other preventive action necessary to prohibit any requestor from using the Searchable Whois Service to collect data on Natural Persons for marketing purposes, spamming, data-mining, or unlawful purposes.

We provide the information you obtain using the SWS without any guarantees, conditions or warranties as to its accuracy. To the fullest extent permitted by law, we expressly exclude:

- a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the SWS or the provision of information by us as part of the SWS; and
- c) any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

CentralNic owns all rights in the WHOIS database, including any information made available through the SWS. This includes all copyright, database rights and all other applicable intellectual property rights. All rights are reserved. At our request, which may be made for any reason, you will destroy all information you obtain or have obtained through the SWS.

We are entitled to change the information we provide through the SWS, or withdraw any part or the entire service at any time. We are entitled, in our sole

discretion, to terminate your access to the SWS for any reason, including without limitation, a breach by you of these terms and conditions.

You agree to indemnify us without limitation for any loss or damage suffered by us or any connected third party which is caused by or connected to a breach of these terms and conditions by you.

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