

SERVICE TERMS – CORPORATE DOMAIN MANAGEMENT

These Service Terms – Corporate Domain Management (**CDM Service Terms**) are between the Com Laude Group entity identified in your Order Form (and, where applicable, its affiliate(s)) (**we, our, us** and **Com Laude**) and the client entity named in your Order Form (**you, your, Client**).

1. **Definitions.** Where capitalised terms are used but not defined below, they shall carry the meaning given to them in your Order Form or General Terms.
2. **CDM Services.** Our corporate domain management services (**CDM Services**) include the following:
 - (a) Domain name registration and transfer-in (including snapbacks);
 - (b) Domain name renewal;
 - (c) Domain name reassignment and/or modification;
 - (d) Domain name blocking;
 - (e) Domain name privacy / proxy services;
 - (f) Registry-level locking (as offered by and subject to the terms of the relevant registry); and
 - (g) Placing trademark records in the Trademark Clearinghouse.
3. **Placing orders.** You request CDM Services by placing an order in one of the following ways:
 - (a) through Com Laude’s portal for CDM Services, as made available to Client from time to time; or
 - (b) by emailing your named Domain Strategist and copying in admin@comlaude.com, using the email subject line ‘Order’.
4. **Processing orders.**
 - (a) On receipt of your order, we will send you an order confirmation. If you do not receive an order confirmation, the order may not have gone through and you should confirm the position by sending an email to admin@comlaude.com.
 - (b) Com Laude reserves the right not to process your order and will notify you promptly by email in this case.
5. **Modifying or cancelling an order.**
 You may modify or cancel an order before it has been activated provided that we have not already incurred third party fees.
6. **Domain name data provided by you.** Unless required by a registry and/or ICANN, wherever possible, you will provide domain name data that does not include personal data.
7. **Auto-renewal.** We auto-renew all domain name registrations in line with our [Auto-renewal Policy](#), incorporated here by reference.
8. **Client support.** You shall receive support from one or more named individuals at Com Laude (**Domain Strategists**) who receive, approve and/or perform orders Monday to Friday during the following times depending upon which location they are based:

Client Manager location	Support times
UK	09.00 to 17.30 GMT (BST when applicable)
Spain	08.00 to 16.30 CET (CEST when applicable)
US	08.00 to 19.30 EDT (EST when applicable)
Japan	08.00 to 19.30 JST

9. **Emergency support.** We provide twenty-four (24) hours per day, seven (7) days per week telephone support for unresolving domains and emergency situations.
10. **Registrar of record.** The registrar of record for domains under Com Laude’s management is Nom-IQ Limited t/a Com Laude.

ADDITIONAL TERMS & CONDITIONS REQUIRED BY ICANN AND REGISTRIES

11. **Terminology.** When ordering CDM Services, you are the registrant / registered name holder. Com Laude is the registrar.
12. **ICANN Rules and Registry Rules and Priority.** The CDM Services are subject to the rules and policies of ICANN in force from time to time, together with Com Laude policies mandated by ICANN (**ICANN Rules**) as well as the rules and policies of the relevant registry (including the Trademark Clearinghouse) in force from time to time (**Registry Rules**). ICANN Rules and Registry Rules are incorporated into this Agreement by reference. For your convenience they are also set out at <http://www.comlaude.com/legalterms>. Registry Rules and ICANN Rules are set by the relevant provider, may be updated from time to time, are applicable to all registrars, and are non-negotiable. To the extent of any conflict with this Agreement, ICANN Rules and Registry Rules prevail. You agree to abide by ICANN Rules and Registry Rules insofar as they apply to registrants and not to take any action that would cause Com Laude to contravene the ICANN Rules and Registry Rules (and, if your client is the registrant, to secure your client's agreement to the same).
13. **ICANN Rules.** ICANN Rules include the following:
 - (a) [ICANN Registrar Accreditation Agreement and specifications](#) (RAA). We draw your attention in particular to clauses 3.6, and 3.7.7.1 to 3.7.7.12. Where the ultimate beneficiary of our Services is not you but your customer(s), you are bound by the provisions of clause 3.12;
 - (b) [ICANN Registry Agreement and specifications](#) including any [temporary specifications](#); and
 - (c) [ICANN Consensus Policies](#).
14. **ICANN-mandated data escrow policy.** You agree that registered name holder and registration data is routinely escrowed by Com Laude to an external escrow agent authorised by ICANN, including if you use a proxy or privacy service with us. This information may only be accessed by ICANN if a registrar loses its ICANN-accreditation or ceases business (RAA 3.6).
15. **ICANN-mandated representations and warranties.** You represent, warrant and covenant that:
 - (a) to the best of your knowledge and belief, neither your domain registration, nor the manner in which it is directly or indirectly used, infringes the legal rights of any third party (RAA 3.7.7.9); and
 - (b) you will not use any domain name or register any domain name with the intent to distribute malware, abusively operate botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in activity contrary to applicable law (Registry Agreement, Spec 11).
16. **ICANN-mandated dispute resolution policy.** You are bound by ICANN's [Uniform Domain Name Dispute Resolution Policy](#) (UDRP) and [Uniform Rapid Suspension Policy](#) (URS) together with [other ICANN dispute resolution policies](#) in force from time to time. For the adjudication of disputes concerning or arising from use of the domain name, you shall, and shall cause any registrant under your control to, submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (i) your domicile and (ii) where Com Laude is located (RAA 3.7.7.10).
17. **ICANN-mandated transfer policy.** You are bound by ICANN's [Transfer Policy](#) (TP) in force from time to time together with [Our Transfer Policy](#) required by ICANN (TP IA1).
18. **ICANN-mandated suspension or termination.** You agree that your registration of a domain name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN specification or policy, or pursuant to any registrar or registry procedure not inconsistent with any ICANN specification or policy,
 - (a) to correct mistakes by Com Laude or the registry operator in registering the domain name; or
 - (b) for the resolution of disputes concerning the registered name (RAA 3.7.7.11).
19. **ICANN-mandated indemnity.** You agree to indemnify and hold harmless the registry and its directors, officers, employees, subcontractors and agents from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to your domain name registration (RAA 3.7.7.12).