

SERVICE TERMS – DOMAIN NAME ACQUISITIONS

These Service Terms – Domain Name Acquisitions (**Acquisitions 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. **Acquisition Services.** We will provide the domain name acquisition services (**Acquisition Services**) per your Order Form. Acquisition Services are carried out by Nom-IQ Limited t/a Com Laude and include the following:
 - (a) Searches to identify the owners of domain names;
 - (b) Negotiations with third-party registrants of domain names;
 - (c) The acquisition of domain names from third-party registrants;
 - (d) The transfer of domain names into Com Laude's care or to you or your agent's care;
 - (e) The payment of related third-party fees such as registry transfer fees, escrow and foreign exchange fees;
 - (f) Instructing investigators in the field; and
 - (g) Any other related services agreed between the parties.
3. **Placing orders.** You request additional Acquisition Services 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. **Agency.** By instructing us, you give us your express actual authority to act on your behalf for domain name acquisitions. Any contract entered into by us, as your agent and on your instructions, will create a binding contract between you as principal and the third-party seller/buyer. You shall indemnify us and our personnel from all claims made against us in respect of any liabilities and expenses of third-parties relating to the Acquisition Services, except to the extent that they resulted from bad faith, intentional misconduct, breach of the Agreement or negligence by Com Laude.
6. **Payment terms.** You will pay our charges set out in the Order Form in accordance with the General Terms. Charges are for time spent and are payable even if the acquisition is not successful. The purchase price of a domain name and related expenses are payable in advance: where these are payable in a currency other than US Dollars / Pound Sterling / Euros, you will be responsible for any exchange rate costs.
Once an agreement has been reached in writing (usually by email) with the seller for the purchase of the domain name, you may not withdraw from the acquisition if the seller insists on completing the sale.
7. **Domain name management and transfer out.** If on acquisition a domain is transferred into Com Laude's management as registrar, you must within three (3) months (i) have provided Com Laude with sufficient information to transfer the name away to you or your nominee or (ii) have entered into a written agreement for our CDM Services, otherwise Com Laude will allow the domain name to lapse in Com Laude's system (this means as and when it comes up for renewal, it will become available to be registered by a third-party). Com Laude will not transfer a name away to you until payment has been made in full.
8. **ICANN Rules and Registry Rules.** The registration of domain names is subject to the rules of ICANN and/or the applicable domain name registry. To the extent that an acquired domain name is under Com Laude's management as registrar, you will be bound by clauses 10-19 of Com Laude's [Service Terms – Corporate Domain Management](#).