

These Domain Products Terms and Conditions are supplemental to the General Terms and Conditions and the Data Protection Policy and apply to the provision of any domain (“ a Domains”) related services by Aubergine 262 Limited (“Aubergine”). The ordering of Domain services from Aubergine constitutes acceptance by the Client of the General Terms and Conditions and these Domain Products Terms and Conditions.

These terms and conditions also include full definition of terms for the registration and management of .gov.uk domains.

1. General Domain Terms

1.1. The Client acknowledges that registration of a Domain is subject to third party terms and conditions including those from the relevant registry for the Domain extension. The Client confirms that it will at all times and in all respects comply with ICANN’s, Nominet’s and any relevant registry’s terms and conditions for domain registration and use. Further, the Client indemnifies both Aubergine and the applicable registry for a Domain in respect of the Client’s use of the Domain and in respect of the Client’s failure to comply with the terms of this Agreement or any failure to comply with ICANN or the registry’s terms and conditions.

1.2. The Client acknowledges and accepts that domain registration and renewal services are limited to the forwarding by Aubergine of the Client’s request to register or renew a domain to the relevant registry for that domain. It is at all times the Client’s responsibility to check that a Domain has been registered and/or renewed with the registry as appropriate.

1.3. The Client warrants that the registration of a domain name requested by a Client (‘a Domain’) and the manner in which it is to be used, either directly or indirectly:

1.3.1. Will not infringe any third party rights, including third party intellectual property rights;

1.3.2. Is not being made in bad faith or could otherwise be considered to be an abusive registration under the dispute resolution procedures or policies of any relevant registry or of ICANN; and

1.3.3. Will at no time be used for an unlawful purpose whatsoever.

1.4. While Aubergine shall use reasonable endeavours to register a Domain, the Client accepts that Aubergine is not required to accept any request to register a Domain or to continue with any attempt to register a Domain if the Domain is not capable of registration.

1.5. Aubergine makes no representations, express or implied, that a particular Domain is available for registration and Aubergine accepts no liability for failure to register a Domain for any reason.

1.6. Aubergine may from time to time change the registrar that a Domain is held with, at its discretion and without notice to the Client. This excludes the registration of .gov.uk domains and that will remain with the current CDDO appointed registry.

1.7. The Client accepts and consents to Aubergine making the Client's registration details in relation to the Domain available to third parties including ICANN and the applicable registry for the Domain as applicable including to law enforcement and governmental bodies as required by law.

1.8. The Client accepts and consents to the Aubergine making publicly available certain of the Client's information, for example by inclusion in the Whois database, as required by law or for any other purpose required or permitted by ICANN, a relevant registry or any regulatory body. The Client consents to any and all such disclosures as set out in clauses 1.7 and 1.8 and waives any cause of action it may have against Aubergine in this respect.

1.9. The Client consents to Domains registered through Aubergine having [locks] automatically applied to such Domains where applicable.

2. Domain Renewals

2.1. Aubergine shall endeavour to automatically renew a Domain on a Client's behalf when it is due for renewal subject to full payment being received according to our Terms of Business:

2.2. If 2.1 above applies then Aubergine shall not automatically renew a Domain and the Client is entirely responsible for any consequences of a Domain not being renewed.

2.3. Aubergine shall request payment for Domain renewals up to 60 days prior to the Domain renewal date in order to ensure that the Domain is renewed on time. An invoice for payment will be issued 60 days prior to renewal and a reminder issued 30 days prior.

2.4. Domain renewals shall be charged at Aubergine's prevailing rate at the time of the renewals. Aubergine's prevailing rates available upon request or by visiting the relevant page on Aubergine's website.

2.5. If a Domain is not renewed by the applicable renewal date then the Domain shall become an Expired Domain and clause 6 below shall apply.

2.6. Most Domains can be registered and/or renewed for up to ten years, however, certain Domains are subject to restrictions on the length of initial registration or renewal. These restrictions are set by the respective registries and further details will be available upon request.

3. Domain Cancellations

3.1. Domain cancellations by Clients must be done in writing to accounts@aubergine262.com no later than 7 days before the renewal/expiration date.

Failure to notify by this time may result in the domain being automatically renewed and the renewal fee will fall due.

3.2. If the Domain is purchased alongside another Aubergine service then the Client must cancel both the Domain and the other Aubergine service separately. Cancellation of either the Domain or any other service will not automatically cancel the other.

4. Domain Refunds

4.1. Domain registrations and/or renewals are non-refundable by Aubergine in whole or in part.

4.2. Once a Domain has been registered by the applicable registry, Aubergine is unable to refund any refund in respect of that Domain. This is due to the bespoke nature of Domains and the Client accepts this to be a fair apportionment of risk given Aubergine's inability to claim a refund from the relevant registry.

4.3. Any refund on a Domain prior to registration with the relevant registry is entirely at Aubergine's discretion.

4.4. The Client accepts that Aubergine is unable to verify or check for errors in Domain registration requests. Accordingly, the Client is solely responsible for ensuring that a Domain has the correct or intended spelling.

4.5. As set out in the General Terms and Conditions and above, Domain registrations are a bespoke purchase to the Client's specification and accordingly the Client, when a consumer, waives any right to a cooling off period that may be applicable. If the Client as a consumer is not willing to waive such right then the Client must make Aubergine aware of the same and Aubergine will be unable to register a Domain until after the applicable cooling off period has expired.

5. Domain Transfer & Ownership Terms

5.1. Aubergine shall determine the ownership of a registered Domain by reference to the details held on the Whois database. If the Whois database details are not determinative then Aubergine shall be entitled to request whatever supporting evidence it may require to ascertain ownership.

5.2. In the event that ownership of a registered Domain is disputed then the Client agrees to make all reasonable efforts to resolve such dispute with the third party, including before involving Aubergine and at Aubergine's request.

5.3. If a Client wishes to transfer ownership of a registered Domain the Client must:

5.3.1. ensure that all necessary consents and permissions to that transfer have been obtained;

5.3.2. deliver to Aubergine documentary evidence of all such relevant consents and permissions;

5.3.3. accept that Aubergine is under no obligation to carry out any transfer request if the Client fails to satisfy Aubergine that the documentation provided shows the transfer to be properly requested or authorised or where the Client has not complied with this clause 5.3.

5.4. The transfer service offered by Aubergine is supplied on the basis that the Client is solely responsible for changing the tag of the domain to Aubergine and to ensure that the transfer completes to the Client's specifications. If a transfer is cancelled, the Client will be responsible for contacting Aubergine to discuss options.

5.5. The Client accepts that the transfer of a gTLD Domain may require Aubergine to carry out a manual transfer. In such event, the Client agrees to pay the applicable manual transfer fee to Aubergine currently set at £100 + VAT and as updated from time to time.

5.6. On transfer, the Client can request to register the transferred domain for a minimum term of one year up to a maximum term of ten years, on certain domains. The Client acknowledges that the maximum terms for a particular domain may vary and are available on an "as is" basis as displayed by Aubergine.

5.7. Aubergine will only allow a domain name owned or managed by the Client to be attached to the IPS tag of Aubergine if the Client has an active hosting account with Aubergine or when the Client is holding the domain name with Aubergine.

5.8. The Client agrees that on to transferring ownership of a registered Domain to another person or registering a Domain on behalf of another person (the "Transferee") the Client will confirm and prove that the Transferee agrees in writing to be bound by the terms of the Agreement at Aubergine's request.

5.9. Aubergine will not transfer ownership of a Domain until all Fees attributable to the services associated with the account, which are due have been paid by the Client to Aubergine.

5.10. In the event that Aubergine receives a complaint in regards to trademark / brand infringement, Aubergine has the right to place a Domain on hold. Aubergine shall take this action if in receipt of a decision from a Domain Dispute Resolution and/or a settlement agreement between the parties concerned. Any renewal payments must be paid to Aubergine by the Client.

5.11. In the event of receiving documentation which matches the Whois details, Aubergine reserves the right to remove public access to the domain (and associated services), lock the domain and place a registrar hold on it. Aubergine shall not move the Domain from this status until it is satisfied that the dispute has been resolved between the parties concerned, with documentation provided to Aubergine by both parties proving the same. This documentation may include a court order, an email/letter/legal

document from the current domain holder and the complainant both stipulating the transfer of the domain to the complainant.

5.12. For all applicable gTLDs the Client agrees that Aubergine will act as a Designated Agent, in accordance with ICANN's or Nominet's Transfer Policy, for the Client whenever a request is made to update the registrant contact details associated with a Domain. In that respect, the Client expressly authorises Aubergine to approve a change of registrant of any change to the registrant's details on behalf of the Client.

5.13. The Client acknowledges and accepts that where Aubergine takes an action on a Domain as a Designated Agent under clause 5.12 then such Domain will be opted out from any 60-day transfer lock period.

6. Expired Domains

6.1. In the event that a domain name is not renewed by its expiry date it shall cease to operate and shall be deemed to be expired. This excludes .gov.uk domains that will be automatically renewed in accordance with the CDDO & Nominet Terms.

6.2. A registered Domain shall expire if Aubergine has not received cleared payment for the renewal of the domain by the required date as set on the invoice.

6.3. It is the Client's responsibility to ensure that the email address held with Aubergine is up to date and is able to receive renewal reminders from Aubergine.

6.4. Following the expiry date a domain may enter a grace and/or redemption period. Certain registries do not allow for grace and/or redemption periods as more fully set out here.

6.5. Domains from registries which do not allow for a grace and/or redemption period may be unrecoverable by the Client or Aubergine following the expiry date and in such circumstances Aubergine's agreement with the Client for that Domain will terminate immediately and without liability to Aubergine. Further, Aubergine is under no duty to attempt to recover such Domain(s).

6.6. The Client acknowledges that three (3) calendar days after the date of expiration of a Domain, Aubergine may in its sole discretion carry out the following actions:

6.6.1. renew the Domain;

6.6.2. park the Domain on different name servers from those set by the Client including the Aubergine name servers; and/or

6.6.3. where the relevant registry does not allow for grace or redemption periods, clause 6.5 above shall apply.

6.7. Provided that the relevant registry for the Domain(s) allows a grace period, the Client acknowledges that it has up to 16 days following expiry of the Domain(s) ("the

Grace Period') to contact Aubergine to retrieve and renew the Domain provided that the Client pays for said renewal in full and in cleared funds.

6.8. On receipt of the renewal fee by Aubergine within the Grace Period, the Client will retain ownership of the Domain(s) and as soon as reasonably practicable Aubergine shall restore the Domain(s).

6.9. The Client acknowledges that following the end of the Grace Period Aubergine may at its sole discretion carry out the following actions:

6.9.1. auction the Domain;

6.9.2. change the contact details

6.10. If Aubergine does not receive the renewal fee within the Grace Period then Aubergine's agreement with the Client for that Domain will terminate immediately and without liability to Aubergine.

6.11. Provided that the relevant registry of the Domain(s) allows for a redemption period, if Aubergine receives a request from the Client to renew the Domain after the end of the Grace Period ('the Redemption Period'), the Client agrees to pay the applicable redemption fee(s) plus the renewal fee(s) for the Domain(s). Both the length of the Redemption Period and the redemption fee varies depending on the registry involved and the applicable redemption fees will be charged at the prevailing rate.

6.12. Clients acknowledge and agree that Aubergine is not obliged to take any action to renew or recover a Domain in the Redemption Period and will only make such attempts once the Client has paid both the redemption and renewal fees to Aubergine.

6.13. Aubergine endeavours to renew Domain(s) on behalf of the Client. However, Aubergine make no guarantee that attempted renewals, including attempts to renew expired domains, will be successful and it is the Client's responsibility to check the Whois database, and any other source, to ensure the Domain name has been renewed.

Terms relating to .gov.uk domains

Role and responsibilities of CDDO as the Critical Domain Holder

The parties agree to and accept the role of the Critical Domain Holder as set out below in respect of the protection of .gov.uk domains and subdomains.

1. The Central Digital and Data Office (CDDO), acting on behalf of the Minister for the Cabinet Office and as part of the Crown, has rights over the '.gov.uk' domain and subdomains. CDDO is the .gov.uk domain Critical Domain Holder.

2. The Critical Domain Holder does not need to be party to this agreement.
3. The Critical Domain Holder has appointed the .gov.uk Registry Operator.
4. The Critical Domain Holder permits the .gov.uk Registry Operator to enter into Registry Registrar Agreements.
5. The Critical Domain Holder is the only authority that may verify the identity of the Registrant.
6. The Critical Domain Holder approves a .gov.uk domain name for use by the Registrant.
7. The Critical Domain Holder is responsible for setting and maintaining the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#) on GOV.UK.
8. The Critical Domain Holder acts as an escalation point and ultimate decision maker in the event of a dispute regarding the management or control of a .gov.uk domain name.
9. The Critical Domain Holder may, at its sole discretion, direct the Registry Operator, Registrar, Registrant or sub-Registrant to take action, including urgent action, to protect a .gov.uk domain name, at any time. Such action may include to suspend, withdraw or transfer a .gov.uk domain name:
 - 9.1. if the Registrant or sub-Registrant persistently or seriously violates the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#) on GOV.UK,
 - 9.2. if the Registrant or sub-Registrant persistently fails to respond to communications from the Registrar, Registry Operator or Critical Domain Holder,
 - 9.3. to resolve disputes which concern the Registrant or sub-Registrant's registered .gov.uk domain name,
 - 9.4. if the continued Registration of the Registrant's .gov.uk domain name poses an immediate critical security threat to the Registrant's services or other public sector services,
 - 9.5. if the Registrar persistently fails to meet the [Criteria to be a .gov.uk Approved Registrar](#),
 - 9.6. if the Registrar is no longer a .gov.uk Approved Registrar as defined by the criteria,
 - 9.7. if there is any event that might lead to your organisation ceasing trading, such as a voluntary winding up, a bankruptcy, or an insolvency event as defined in section 123 of the Insolvency Act 1986,
 - 9.8. if required by the law.

10. The Critical Domain Holder is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:

10.1. for use in its Registry Services,

10.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,

10.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

11. The Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the [Domain Management team page](#). The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found.

The monitoring undertaken by the Critical Domain Holder, and/or its suppliers, may, on some rare occasions, temporarily impair the function of the domain and associated digital services. In those circumstances, the Critical Domain Holder will work with the Registrar, Registrant, and/or Sub-Registrant to overcome the temporary impairment as soon as is reasonably practicable. The Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains, and subdomains, regardless as to this risk of impairment.

In undertaking monitoring, the Critical Domain Holder, and/or its suppliers, may process personal data. The processing of personal data is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Critical Domain Holder, and/or its suppliers as a data controller. Details associated with a domain will be retained for as long as the domain is registered and in use. If details change to another person the Critical Domain Holder, and/or its suppliers, will remove the old contact within 6 months.

Role and responsibilities of the Registry Operator

The parties agree to and accept the role of the Registry Operator as set out below in respect of the protection of .gov.uk domains and subdomains.

12. The Registry Operator means the administrative and technical operator of the policies, processes and systems required to manage and operate the .gov.uk domains and subdomains. The Registry Operator is the only operator for gov.uk domains and subdomains, as appointed by the Critical Domain Holder.

13. The Registry Operator must only accept .gov.uk domain registrations from .gov.uk Approved Registrars. The Registrar Operator must not accept .gov.uk domain registrations from any reseller or any other entity.

14. The Registry Operator must use reasonable endeavours to verify that organisations that wish to be .gov.uk Registrars meet the [Criteria to be a .gov.uk Approved Registrar](#).

15. The Registry Operator has a Registry Registrar Agreement with all .gov.uk Approved Registrars.

16. The Registry Operator must ensure that all Registrars have Registrant Agreements in place that reference this GOV.UK page and include these terms as updated from time to time and published on the aforementioned page.

17. All normal communications that the Registry Operator has with a Registrant must be through a Registrar. The exceptions to this are:

17.1. if a Registrar is not supporting their Registrant in accordance with the [Criteria to be a .gov.uk Approved Registrar](#) or

17.2. if the Registrant itself is not accepting such support.

In these exceptional cases the Registry Operator may contact a Registrant directly to help the Registrant meet the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#). The Registry Operator must always copy the relevant Registrar in on communications with a Registrant in these cases.

18. The Registry Operator must maintain a published list of .gov.uk Approved Registrars.

19. The Registry Operator operates a fair marketplace for .gov.uk Approved Registrars. If the Registry Operator itself chooses to be a .gov.uk Approved Registrar, it must not grant itself more favourable terms or treatment than other .gov.uk Approved Registrars. The Registry Operator must not favour any .gov.uk Approved Registrar over any other.

20. The Registry Operator must not unreasonably refuse to sign a Registry Registrar Agreement with a .gov.uk Approved Registrar.

21. The Registry Operator must use reasonable endeavours to help .gov.uk Approved Registrars continue to meet the [Criteria to be a .gov.uk Approved Registrar](#).

22. The Registry Operator must notify the Critical Domain Holder before removing the status of .gov.uk Approved Registrar or terminating a Registry Registrar Agreement with a .gov.uk Approved Registrar.

23. The Registry Operator is an independent data controller in its own right for personal contact data contained within the Registry Data. As a data controller, the Registry Operator will be responsible for ensuring agreements to cover the sharing and processing of personal data with other parties, such as the Registrars, are in place. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:

23.1. for use in its Registry Services,

23.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,

23.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

Role and responsibilities of the Registrar

The parties agree to and accept the role of the Registrar as set out below in respect of the protection of .gov.uk domains and subdomains.

24. The Registrar must meet the [Criteria to be a .gov.uk Approved Registrar](#) at all times.

25. The Registrar must only provide .gov.uk domains directly to the Registrants that they have Registrant Agreements with. The Registrar must not provide .gov.uk domains via any reseller.

26. The Registrar must maintain a list of all Registrants that have delegated lower-level subdomains out to sub-Registrants.

27. The Registrar must ensure that if a Registrant transfers a domain name:

27.1. the new Registrant is eligible to have the domain,

27.2. any new Registrar is a .gov.uk Approved Registrar,

27.3. all parties follow the [Transfer your domain name guidance](#).

28. The Registrar agrees that any persistent failures, as defined and/or determined by the Registry Operator, and confirmed at the sole discretion of the Critical Domain Holder, to meet the [Criteria to be a .gov.uk Approved Registrar](#), will result in:

28.1. the Registrar no longer being a .gov.uk Approved Registrar,

28.2. the Registrar, in consultation with the Registrant, to transfer the management of its .gov.uk domain names to an alternative .gov.uk Approved Registrar,

The Registrar must at its own cost and expense, provide all such support, assistance and cooperation and execute or procure the execution of all such documents as the Critical Domain Holder or the Registry Operator may from time to time require for the purpose of giving full effect to this provision.

29. The Registrar is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:

29.1. for use in its Registry Services,

29.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,

29.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

Role and responsibilities of the Registrant

The parties agree to and accept the role of the Registrant as set out below in respect of the protection of .gov.uk domains and subdomains.

30. The Registrant is an entity which has registered a .gov.uk domain name in the .gov.uk Registry.

31. The Registrant must remain in legal control of their .gov.uk domain name at all times. This includes not reselling or passing control of their .gov.uk domain name to a non-public sector organisation.

32. The Registrant must get approval from The Critical Domain Holder prior to transferring their .gov.uk domain to any other organisation.

33. The Registrant must protect its .gov.uk domain name by following the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#) on GOV.UK that apply to them, found here:

- [Get permission to apply for a .gov.uk domain name](#)
- [Identify a registrant for your .gov.uk domain name](#)
- [Choose your .gov.uk domain name](#)
- [Get started with your .gov.uk domain name](#)
- [Creating and managing .gov.uk subdomains.](#)
- [Keeping your domain name secure](#)
- [Renew your domain name](#)
- [Make changes to your .gov.uk domain name](#)
- [How to stop using your domain name](#)
- [What to do if your domain is compromised](#)

34. The Registrant has the right to move its .gov.uk domain name from the Registrar to any other Registrar at any time and for any reason. The Registrant is not entitled to a refund for any remaining term of the registration.

35. The Registrant accepts that if their Registrar is no longer a .gov.uk Approved Registrar, then the Registrant must move its .gov.uk domains to a .gov.uk Approved Registrar.

36. If the Registrant has delegated lower-level subdomains out to a sub-Registrant, the Registrant:

36.1. must tell its Registrar,

36.2. must help the sub-Registrant meet the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK that apply to them,

36.3. is a data controller of the personal data that the sub-Registrant has shared with it.

37. The Registrant is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:

37.1. for use in its Registry Services,

37.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,

37.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

38. The Registrant agrees that the Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the [Domain Management team page](#). The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found.

The Registrant consents to the Critical Domain Holder and/or its suppliers processing personal data, specifically collecting DNS records and WHOIS records where they are available, to:

- provide support; protect the domain names in the public sector
- reduce the risk of attack to associated services such as email, web, and digital services
- ensure the governance and accessibility of web services

The Registrant consents to the retention of personal data by the Critical Domain Holder and/or its suppliers.

Role and responsibilities of the sub-Registrant

The parties agree to and accept the role of the sub-Registrant as set out below in respect of the protection of .gov.uk domains and subdomains.

39. The sub-Registrant is an entity which has been given a lower-level domain from a .gov.uk Registrant. The sub-Registrant is not the same organisation as the Registrant.

40. The sub-Registrant must protect its .gov.uk domain name by following the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK that apply to them, found here:

- [How you are accountable for protecting your .gov.uk domain](#)
- [Creating and managing .gov.uk subdomains](#)
- [Keeping your domain name secure](#)
- [How to stop using your domain name](#)
- [What to do if your domain is compromised](#)

41. The sub-Registrant is a data controller of the personal data it shares with the Registrant.

42. The sub-Registrant agrees that the Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the Domain Management team page. The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found.

The Sub-registrant consents to the Critical Domain Holder and/or its suppliers processing personal data, specifically collecting DNS records and WHOIS records where they are available to:

- provide support; protect the domain names in the
- public sector; and to reduce the risk of attack to associated services such as email, web, and digital services
- ensure the governance and accessibility of web services

The Sub-registrant consents to the retention of personal data by the Critical Domain Holder and/or its suppliers.