This Privacy & Whois Policy forms part of the Registry Policies that apply to and govern the registration of a Domain Name. Words in capitals used in this policy have the meaning set out in the definitions.

It is to be supplied by the Registrar to the Registrant as a precondition to registration of a .LONDON Domain Name.

1. Preamble

    On registering a Domain Name a Registrant enters into a Registration Agreement with a Registrar which requires the Registrant to provide the Registrar with certain information about the Registrant (the "Registrant Information"). By registering a Domain Name a Registrant agrees to that Registrant Information (which may include Personal information) being provided to the Registry and for it to be used in the way described by the Registry Policies including this Privacy & Whois Policy.

2. Objectives

    The objectives of this Privacy & Whois Policy are:

    a. to disclose to the Registrant, how and in what circumstances Registrant Information is used and may be disclosed to someone else;

    b. to inform Registrants as to what the Registry may do if it becomes aware that Registrant Information (including Registrant information used in connection with the Registry's "Whois" service) is inaccurate.

3. .LONDON "Whois"

    The Registry collects and maintains a database of Registrant Information that is used for a publicly accessible information service known as the .LONDON "Whois" service. This Whois service makes available to the public the following information in relation to a Domain Name:

    a. Technical information on the DNS servers resolving a Domain Name;

    b. The date the Domain Name was inserted into the Registry's database;

    c. The date of last modification;

    d. The date of expiration;

    e. The current status of the Domain Name;

    f. The Registrar's contact details;

    g. The Registrant's name;

    h. The Registrant's physical address and/or alternate address;

    i. The Registrant's email and phone numbers and/or alternate address;

j.   The Registrant's state and/or alternate address;

k.   The Registrant's country and/or alternate address; and

l.   Details of nominated administrative, technical and billing contacts.

It is possible that the Registrar used by the Registrant may offer a service whereby "private" or "proxy" information is provided to the Registrar in place of the Registrant's name and/or contact details. Where a Registrant makes use of such a service, the "private" or "proxy" information will be made available to the public as part of the .LONDON Whois service in place of the Registrant's name and/or contact details.

Even where a Registrant makes use of such a service, the Registrant's name and/or contact details shall be disclosed by the Registrar (i) to a URS or UDRP provider in response to a request from such a provider in connection with URS or UDRP proceedings; (ii) to the Registry if in the Registry's reasonable opinion the Domain Name has been registered and/or is being used in a manner that is or may be contrary to any aspect of the Registry Policies; and (iii) if an English court or the court of any competent jurisdiction orders disclosure.

4.   Escrow Obligations

The Registry is required under the terms of its Registry Agreement with ICANN to provide DNS data and Registrant information, including Personal Information, on a regular basis to an Escrow Agent. The Escrow Agent is required to keep this information confidential, but the Escrow Agent may be required to transfer Registrant Information, including Personal Information, to ICANN and an ICANN-mandated back-up registry operator ("EBERO" or Emergency Back End Registry Operator) if that is considered necessary to ensure the safety and integrity of the Registry's TLD database.

5.   Other Uses

The Registry also collects and uses Registrant Information:

i.   insofar as this is otherwise reasonably necessary in the carrying out of its functions and/or activities as the operator of the .London Registry;

ii.   to provide Registrants with information as to the operation of the .London Registry. Such information may include notifications to Registrants of changes to this or other Registry Policies; and

iii.   in connection with the Data Quality and Data Security activities described later on in this Policy.

6.   Disclosure

The Registry may also use or disclose Registrant Information (which may include Personal Information) for a purpose other than in connection with the ordinary operation of .LONDON where:

i.   The Registrant has consented to such use or disclosure; or

ii.   The Registry believes in its sole judgment that the use or disclosure is necessary:

1) To lessen or prevent a serious and imminent threat to an individual's life, health or safety;

2) To lessen or prevent a serious threat to public health or public safety;

3) Because the Registry has reason to suspect that unlawful activity or a violation of the Registry Policy has been, is being, or may be engaged in, and the Registry uses or discloses the Registrant Information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons (including parties affected by a violation of the Acceptable Use Policy) or authorities;

4) Because the use or disclosure is required or authorised by or under law, rule or regulation;

5) Because the Registry believes that the use or disclosure is necessary for one or more of the following, by or on behalf of an enforcement body:

   a) The prevention, detection, investigation, prosecution or punishment of civil or criminal offences, or any other breach of law;

   b) The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal;

6) As requested by a dispute resolution provider in connection with a Uniform Domain Name Dispute Resolution Policy (UDRP) or Universal Rapid Suspension (URS) proceeding, as mandated by ICANN, or as agreed by the parties to a .LONDON Complaint Resolution Service mediation.

7) For any other lawful purpose, other than marketing purposes.

7. Data Quality

a. The Registry may take steps to make sure that the Registrant Information it collects, uses or discloses is accurate, complete and up-to-date. This may include active email, SMS or phone communication from the Registry to the Registrant that bypasses the Registrar through whom the Registrant has registered the Domain Name.

b. The Registry may conduct Whois verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete Whois data at least twice a year. The Registry will notify the relevant Registrar of any deficiencies triggering the Registrar's obligation to solicit accurate and complete information from the registrant.

8. Data Security

The Registry shall take the steps required by the laws of England and Wales to protect the Registrant Information it holds from misuse and loss and from unauthorised access, modification or disclosure to the extent required by law.

9. Internet Security

The Registry may monitor and/or scan any content published under a Domain Name registered in the Registry for the purpose of identifying Internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users or the Registry, or content which is illegal.

10. Accuracy of Registrant Information

The Registry may, without further notice to the Registrant, suspend and/or terminate the Registrant's registration of the Domain Name if for any reason the Registry reasonably believes:

    i.   that Registrant Information in connection with any Domain Name is false, inaccurate, incomplete, unreliable, or misleading in any respect or has not been kept up to date; or

    ii.   that the Registrant is not either: (a) an identifiable human individual; or (b) a properly described and legally-recognised entity within its national jurisdiction, e.g., corporation, limited liability company, partnership, association, society, or proprietary limited company, which is able and has all necessary authorities to enter into an agreement with the Registrar in relation to the Domain Name;