

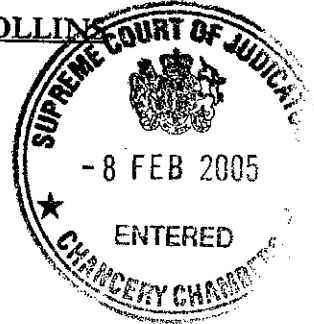
IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
INTELLECTUAL PROPERTY

HC 04 No. C 03533

ORDER OF THE HONOURABLE MR JUSTICE LAWRENCE COLLINS

BETWEEN:

(1) NOMINET UK
(a company limited by guarantee)
(2) LESLEY RUTH COWLEY
(for and on behalf of the directors and employees of the First Claimant pursuant to CPR
Part 19.6)



Claimants

and

(1) PETER FRANCIS-MACRAE
(2) ULTRA TECHNOLOGIES LIMITED

Defendants

ORDER

UPON the application of the Claimants for judgment in default pursuant to CPR Parts 12 and 23

AND UPON HEARING Counsel for the Claimants

AND UPON READING the documents recorded on the Court file as having been read, including the witness statement of Emily Elizabeth Gemma Taylor.

IT IS ORDERED THAT:-

1. Judgment in default be entered in favour of the Claimants.

IF YOU, THE WITHIN NAMED PETER FRANCIS-MACRAE NEGLECT TO OBEY THIS ORDER BY THE TIME STATED, YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND LIABLE TO IMPRISONMENT.

INJUNCTIONS

2. The Defendants must not whether (in the case of the First Defendant) acting by himself his servants or agents or otherwise howsoever or (in the case of the Second Defendant) acting by itself its directors officers servants or agents or otherwise howsoever

- (a) directly or indirectly cause any damage, degradation, failure or other impairment to the function of the First Claimant's computer system (including but not limited to the hardware, software, and associated databases used in such system), or
- (b) alarm or cause distress to or otherwise harass any directors or employees of the First Claimant.

3. The Defendants must not whether (in the case of the First Defendant) acting by himself his servants or agents or otherwise howsoever or (in the case of the Second Defendant) acting by itself its directors officers servants or agents or otherwise howsoever

- (a) reuse, compile, store or transmit any or all of the records in either the First Claimant's Register Database or in its WHOIS database, or
- (b) conduct automated queries on either the First Claimant's Register Database or its WHOIS database or use either of the aforementioned databases for advertising or similar activities, or
- (c) otherwise extract or re-utilise any contents of either the First Claimant's Register database or its WHOIS database save with permission of the First Claimant.

4. The Defendants must not whether (in the case of the First Defendant) acting by himself his servants or agents or otherwise howsoever or (in the case of the Second Defendant) acting by itself its directors officers servants or agents or otherwise howsoever

- (a) issue circulate or distribute any letters to any member of the public which are the same as or substantially the same as the sample letter which is annexed hereto as Annex 1, or
- (b) carry on business in relation to domain name renewals under the trading name "Domain Registry Services", or
- (c) otherwise pass off or attempt to pass off their domain name renewal business as being associated or connected with, or authorised or approved by, the First Claimant.

DELIVERY UP AND DISCLOSURE

5. The Defendants must deliver up to the Claimants' solicitors within 14 days hereof
 - (a) all articles and documents (including computer records, disks, and all other media) which contain any information obtained or derived from the First Claimant's databases or which otherwise infringe the First Claimant's database rights;
 - (b) all articles and documents (including computer records, disks, and all other media) the use, storage, compiling, transmission, issuing, circulation or distribution of which would constitute a breach of the aforesaid injunctions or any of them;
 - (c) all articles and documents (including computer records, disks, and all other media) which are the same as or substantially the same as the sample letter which is annexed hereto as Annex 1; and
 - (d) all articles and documents (including computer records, disks, and all other media) bearing the name "Domain Registry Services" which have been used in connection with the Defendants' domain name renewal business.

6. The Defendants must within 21 days hereof serve on the Claimant's solicitors an affidavit (in the case of the Second Defendant sworn by its proper officer)
 - (a) confirming that neither Defendant any longer has any of the items referred to in the preceding paragraph in its possession, power, custody or control; and
 - (b) setting out to the best of the Defendants' knowledge and belief all sums received or receivable as a result of their trade in domain name renewal services which is complained of herein ("the Defendants' said trade"); and
 - (c) giving an estimate of the approximate costs incurred by reason of the Defendants' said trade, such estimate to include a statement as to how the estimate was made; and
 - (d) exhibiting thereto the Defendants' management accounts relating to the Defendants' said trade, alternatively such other financial summary statements as accurately record the Defendants' said turnover and the Defendants' said costs.

ENQUIRY AS TO DAMAGES OR ACCOUNT OF PROFITS

7. There be taken

- (a) an enquiry as to the damages suffered by the Claimants, or, at the Claimants' option;
- (b) an account of profits accrued to the Defendants by reason of their acts complained of herein,

with the costs of such enquiry or account being reserved to the said enquiry or account PROVIDED THAT prior to the issuance of any summons to proceed with the said enquiry or account the Claimants do elect which of the two to pursue and PROVIDED ALSO THAT no such summons need be issued before the Defendants shall have complied with paragraph 6 of this Order.

8. The Defendants do pay to the Claimants any sum found due to them on the taking of such enquiry or account, together with interest thereon pursuant to section 35A of the Supreme Court Act 1981 or the inherent jurisdiction of this Honourable Court.

COSTS AND INTERIM PAYMENT

9. Save insofar as previously ordered herein the costs of this action (including the costs of this application) are to be paid by the Defendants to the First Claimant.

10. The First Claimant's total costs herein (including but not limited to those referred to in paragraph 9 hereof) are hereby summarily assessed pursuant to CPR Part 44.7(a) in the sum of £81 000.

11. The Defendants do pay the First Claimant the sum of £81 000 (which includes the interim payment of £40,000 previously ordered by Evans-Lombe J on Monday 22nd November herein), such payment to be made within 14 days hereof.

Doyle & Gill

DOYLE & GILL

8th Feb 2004

Counsel for the Claimants.

Annex 1

Example letter

DOMAIN EXPIRATION NOTICE

DO NOT IGNORE THIS NOTICE

Domain Registry Services
Unit 4, 251 - 254 Strand
London, W2 2TR

Telephone: 0207 071 5644

Advanced Systems Group Limited
Ashton House, 3 Flag Business Exchange
Peterborough
PE1 5TX
United Kingdom



Domain Name:	CAMBS.CO.UK
Status:	DUE TO EXPIRE
Renewal Fee:	£60.00 (2 Years)

The domain name shown above is due to expire. Please renew this domain immediately to ensure service continues uninterrupted. If payment is not made to the registry before the expiry date the domain is subject to immediate suspension and deletion without further notice from us. If you do not intend to renew this domain, please notify us in writing.

It is vital that domain renewal fees are paid promptly to avoid registrants losing domain ownership. If it becomes past due then the domain name may be deleted from the Internet and open for purchase by other parties. We request you provide us with up-to-date contact information to be able to contact you when payment is required. We will send no further warning of your domain expiry before it is deleted.

How To Pay

Complete, detach and return the remittance advice section below. Please allow 5 working days for your payment to be processed.

Please remember:

- Write your domain name on your cheque
- Complete and return the payment slip below
- Use the enclosed envelope and attach correct postage

If you wish to renew multiple domains you may use one cheque, one payment slip and enclose a list of domains on a separate sheet. You may contact 0207 071 5644 during business hours if you require any assistance.

COMPLETE AND RETURN THIS SECTION

Domain Name: CAMBS.CO.UK

Payment Period (tick one)

- 2 Years (£60)
 5 Years (£140)
 10 Years (£270)

CHEQUES PAYABLE TO DOMAIN REGISTRY SERVICES

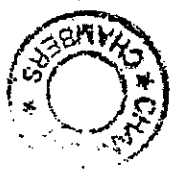
I have read and agree to the Terms of Registration

Signed: _____

Please write your domain name on the reverse of your cheque.

Return payment to: Domain Registry Services, Unit 4,
251 - 254 Strand, London, W2 4TR

This Terms Of Registration may be amended by us from time to time between you ("you", "your" or "Customer") and Domain Registry Services ("Provider") sets forth the terms and conditions of your use of the services set forth herein collectively, the "Services". This Agreement extends our obligations to you, and your obligations to us in relation to the Services. When you or someone else on your behalf uses, modifies or cancels the Services on your behalf (even if we were not notified of such authorization), or requests or purchases additional services under your account, this Agreement covers any such service or action. You acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, as well as any additional rules or policies that are or may be established by Provider from time to time. This Agreement as well as any additional Provider rules and policies, together with all modifications thereto, constitute the complete and exclusive agreement between you and Provider concerning your use of the Services, and supersede and govern all prior proposals, agreements, or other communications. Customer agrees that the registration system and business structure formed by Provider is entirely at the discretion of Provider. Customer acknowledges that all guarantees of registration of domain names is required immediately upon receipt of an order in a subsequently in this agreement. You acknowledge that payment for the order, registration or reservation of domain names is required immediately upon receipt of an order in a payment method and currency acceptable to Provider. Customer undertakes the obligation to provide proof to Provider and/or as agent or agent of ownership of all domain names submitted for renewal with the appropriate registry. This may be in the form of showing receipt of an email sent to a domain contact, lease or lease form provided by Provider, or through an authorization code provided by the previous registrar or registry. The method of proof is at the sole discretion of Provider. Failure of Customer to provide such authorization in adequate time before the domain expiration will result in loss of all fees paid and no refund will be made. Customer agrees to enable the modification of the registrar of record at the appropriate registry for each domain name renewed, to reflect the registrar chosen by Provider. You agree Provider may auto-renew domain names and charge the appropriate fee (set at time of renewal) without further authorization from Customer. As a domain name registrar, Provider is, upon accepting your application to register or renew a domain name, your sponsor for that application. No domain name registrations shall be deemed effective unless and until we deliver the domain name registration or renewal application you provide us to the appropriate registry administrator, as applicable, and that registry administrator accepts your application and activates your domain name registration or renewal. You acknowledge and agree that Provider does not guarantee that you will be able to register or renew a domain name which you are seeking to register or renew if our systems indicate that domain name is available. You also understand that Provider cannot know with certainty whether or not the domain name which you are seeking to register or renew is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS or other registry databases. You also acknowledge and agree that Provider is not responsible for any inaccuracies or errors in the domain name registration or renewal process. You are solely responsible for making sure that your registration or renewal has been properly processed. You further acknowledge and agree that Provider may elect to accept or reject your application for registration or renewal for any reason at its sole discretion, such rejection including, but not limited to, errors, omissions or any other actions by any third party. You hereby represent and warrant to us that the statements that you make in connection with such registration, maintenance, or renewal are complete and accurate. By applying to register a domain name, or by asking us to maintain or renew a domain name, or by asking us to maintain or renew a domain name, you hereby represent and warrant to us that (a) the statements that you make in connection with such registration, maintenance, or renewal are complete and accurate; (b) the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose and (d) you will not use the domain name in violation of any applicable laws or regulations or Provider's rules or policies. You agree and acknowledge that it is your responsibility to determine whether your domain name registration or use infringes or violates a third party's rights, including, but not limited to, whether any foreign language translations or use of domain names, either between roman-alphabet languages, between non-roman alphabet languages, or between roman-alphabet and non-roman alphabet languages, infringe or violate third party rights. Non-infringing domain name(s) subsequently registered, unless and until new contact details are communicated to Provider in writing for the domain name, and owner of any corresponding domain name(s) subsequently registered, or modify such services, or obtain additional services. You agree that you may not transfer domain name(s) in question. This entity will be deemed to have full authority to act with respect to the domain name registration, or obtain additional services, or modify such services, or obtain additional services, or transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of the then-current policies and procedures incorporated herein. You agree that if you license the use of a domain name, you may transfer your domain name registration to a third party domain name registrar of your choice, subject to our then-current policies and procedures incorporated herein. You agree that if you are using the Services for someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy. You accept liability for harm caused by wrongful use of the Services, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and some core information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration. As further required by ICANN, you shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to a party providing you with reasonable evidence of actionable harm, in addition to representations in other Sections of this Agreement, you represent that, to the best of your knowledge and belief, neither the registration of domain name you have applied for nor the manner in which it is intended to be or is directly or indirectly used infringes the legal rights of a third party. You further represent that all information provided by you in connection with your use of the Services is accurate and current. THE SERVICES ARE PROVIDED TO YOU "AS IS." Except for statement regarding our accreditation as an ICANN-approved domain name registrar in the introductory paragraph of this Agreement, Provider MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER TO EXCLUDABLE, WITHOUT ANY LIMITATION TO THE FOREGOING, Provider MAKES NO REPRESENTATIONS OR WARRANTIES TO YOUR DOMAIN NAME REGISTRAR OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU. You acknowledge and agree that Provider may suspend, cancel, transfer or modify your use of the Services at any time, for any reason, in Provider's sole discretion. Without limiting the foregoing, Provider may, in its sole discretion, suspend, transfer or modify a domain name registration (a) to correct mistakes made by Provider, another registrar, or the applicable registry administrator, (b) to resolve a dispute related to that domain name, (c) within thirty (30) calendar days of the creation date of that domain name registration, (d) if you materially breach this Agreement (including applicable additional rules or policy) and do not cure such breach within five (5) calendar days of notice by Provider, (e) if you use the domain name registered to you to engage in unauthorized commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or (f) if you use a domain name in connection with unlawful activity.



DO WE HAVE YOUR CORRECT DETAILS?

If the contact information shown overleaf is incorrect please provide us with corrected information.

Registrant Name: _____
 Address: _____

 Country: _____

Contact Name: _____
 Telephone: _____
 Email: _____

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(2) ULTRA TECHNOLOGIES LIMITED

Defendants

~~By~~ Order

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London EC1A 4DD

[Ref: SKW/105153/00019]

Solicitors for the Claimants