

## REGISTRANT AGREEMENT FOR DOMAIN NAMES

This represents the Agreement between the Registrant (Owner) of a Domain Name and the Registrar. If you register a domain name through us, this Agreement will apply to the person whose information you filled in the Owner section during the Registration process.

This Domain Registrant Agreement (hereinafter referred to as the "Agreement") between you ("you", "your" or "Registrant") and the Registrar of the Domain Name, or .NAME Defensive Registration, or .NAME Mail Forward (the "Order") that you have registered/reserved through or transferred to Registrar, sets forth the terms and conditions of Registrar's domain name registration service and other associated services as described herein.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your" and "Registrant" shall refer to such entity.

This Agreement explains our obligations to you, and your obligations to us in relation to each Domain Name, or .NAME Defensive Registration, or .NAME Mail Forward that you have registered/reserved through or transferred to Registrar ("Order"), directly or indirectly, whether or not you have been notified about Registrar.

This Agreement will become effective when the term of your Order begins with Registrar and will remain in force until the Order remains as an active Order with Registrar. Registrar may elect to accept or reject the Order application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for a prohibited Order.

WHEREAS, Registrar is authorized to provide Internet registration and management services for domain names, for the list of TLDs mentioned within APPENDIX 'U';

AND WHEREAS, the Registrant is the Owner of a registration of a domain name ("the SLD") in any of the TLDs mentioned within APPENDIX 'U', directly or indirectly;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registrar and the Registrant, intending to be legally bound, hereby agree as follows:

### 1 DEFINITIONS

- (a) "Business Day" refers to a working day between Mondays to Friday excluding all Public Holidays.
- (b) "Communications" refers to date, time, content, including content in any link, of all oral / transmitted / written communications / correspondence between Registrar, and the Registrant, and any Artificial Juridical Person, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity acting on their behalf.
- (c) "Customer" refers to the customer of the Order as recorded in the OrderBox Database.
- (d) "OrderBox" refers to the set of Servers, Software, Interfaces, Registrar Products and API that is provided for use directly or indirectly under this Agreement by Registrar and/or

its Service Providers.

- (e) "OrderBox Database" is the collection of data elements stored on the OrderBox Servers.
- (f) "OrderBox Servers" refer to Machines / Servers that Registrar or its Service Providers maintain to fulfill services and operations of the OrderBox.
- (g) "OrderBox User" refers to the Customer and any Agent, Employee, Contractee of the Customer or any other Legal Entity, that has been provided access to the "OrderBox" by the Customer, directly or indirectly.
- (h) "Registrar" refers to the Registrar of record as shown in a Whois Lookup for the corresponding Order at the corresponding Registry Operator.
- (i) "Registrar Products" refer to all Products and Services of Registrar which it has provided/rendered/sold, or is providing/rendering/selling.
- (j) "Registrar Servers" refer to web servers, Mailing List Servers, Database Servers, OrderBox Servers, Whois Servers and any other Machines / Servers that Registrar or its Service Providers Operate, for the OrderBox, the Registrar Website, the Registrar Mailing Lists, Registrar Products and any other operations required to fulfill services and operations of Registrar.
- (k) "Registrar Website" refers to the website of the Registrar.
- (l) "Registry Operator" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that is involved in the management of any portion of the registry of the TLD, including but not limited to policy formation, technical management, business relationships, directly or indirectly as an appointed contractor.
- (m) "Resellers" - The Registrant may purchase the Order through a reseller, who in turn may purchase the same through a reseller and so on (collectively known as the "Resellers").
- (n) "Service Providers" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that the Customer and/or Registrar and/or Service Providers (recursively) may, directly or indirectly, Engage / Employ / Outsource / Contract for the fulfillment / provision / purchase of Registrar Products, OrderBox, and any other services and operations of Registrar.
- (o) "Whois" refers to the public service provided by Registrar and Registry Operator whereby anyone may obtain certain information associated with the Order through a "Whois Lookup".
- (p) "Whois Record" refers to the collection of all data elements of the Order, specifically its Registrant Contact Information, Administrative Contact Information, Technical Contact Information, Billing Contact Information, Nameservers if any, its Creation and Expiry dates, its Registrar and its current Status in the Registry.

## 2 OBLIGATIONS OF THE REGISTRANT

- (a) (The Registrant agrees to provide, maintain and update, current, complete and accurate information of the Whois Record and all the data elements about the Order in the OrderBox Database during the term of the Order. Registrant agrees that provision of

inaccurate or unreliable information, and/or Registrant's failure to promptly update information, or non-receipt of a response for over five (5) calendar days to inquiries sent to the email address of the Registrant or any other contact listed for the Order in the OrderBox database concerning the accuracy of contact information associated with the Order shall be constituted as a breach of this Agreement and a basis for freezing, suspending, or deleting that Order.

- (b) The Registrant acknowledges that in the event of any dispute and/or discrepancy concerning the data elements of the Order in the OrderBox Database, the data element in the OrderBox Database records shall prevail.
- (c) The Registrant acknowledges that the authentication information for complete control and management of the Order will be accessible to the Registry Operator, Service Providers, Resellers and the Customer. Any modification to the Order by the Resellers, Customer or Service Providers will be treated as if it is authorized by the Registrant directly. Registrar is not responsible for any modification to the Order by the Customer, Resellers, Registry Operator, or Service Providers.
- (d) The Registrant acknowledges that all communication about the Order will be only done with the Customer or the Resellers of the Order. Registrar is not required to, and may not directly communicate with the Registrant during the entire term of the Order.
- (e) The Registrant shall comply with all terms or conditions established by Registrar, Registry Operator and/or Service Providers from time to time.
- (f) The Registrant must comply with all applicable terms and conditions, standards, policies, procedures, and practices laid down by ICANN (<http://www.icann.org/en/registrars/registrar-rights-responsibilities-en.htm>) and the Registry Operator.
- (g) During the term of this Agreement and for three years thereafter, the Registrant shall maintain the following records relating to its dealings with Registrar, Resellers and their Agents or Authorized Representatives:
  - (i) in electronic, paper or microfilm form, all written communications with respect to the Order;
  - (ii) in electronic form, records of the accounts of the Order, including dates and amounts of all payments, discount, credits and refunds.

The Registrant shall make these records available for inspection by Registrar upon reasonable notice not exceeding 14 days.

### 3 REPRESENTATIONS AND WARRANTIES

Registrar and Registrant represent and warrant that:

- (a) They have all requisite power and authority to execute, deliver and perform their obligations under this Agreement.
- (b) This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation, enforceable against Registrant and Registrar in accordance with its terms.
- (c) The execution, delivery, and performance of this Agreement and the consummation by Registrar and the Registrant of the transactions contemplated hereby will not, with or

without the giving of notice, the lapse of time, or both, conflict with or violate:

- (i) any provision of law, rule, or regulation;
  - (ii) any order, judgment, or decree;
  - (iii) any provision of corporate by-laws or other documents;
  - (iv) any agreement or other instrument.
- (d) The execution, performance and delivery of this Agreement has been duly authorized by the Registrant and Registrar.
- (e) No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made in connection with the execution, delivery, and performance of this Agreement or the taking of any other action contemplated hereby.

The Registrant represents and warrants that:

- (a) the Registrant has read and understood every clause of this Agreement;
- (b) the Registrant has independently evaluated the desirability of the service and is not relying on any representation agreement, guarantee or statement other than as set forth in this agreement; and
- (c) the Registrant is eligible, to enter into this Contract according to the laws of his country.

## 2 RIGHTS OF REGISTRAR, REGISTRY OPERATOR AND SERVICE PROVIDERS

- (a) Registrar, Service Providers and Registry Operator may change any information, of the Order, or transfer the Order to another Registrant, or transfer the Order to another Customer, upon receiving any authorization from the Registrant, or the Customer, or Resellers as maybe prescribed by Registrar from time to time.
- (b) Registrar, Service Providers and Registry Operator may provide/send any information, about the Registrant, and the Order including Authentication information:
  - (i) to the Registrant;
  - (ii) to any authorised representative, agent, contractee, employee of the Registrant upon receiving authorization in any form as maybe prescribed by Registrar from time to time;
  - (iii) to the Customer, Resellers, Service Providers and Registry Operator;
  - (iv) to anyone performing a Whois Lookup for the Order.
- (c) Registrar in its own discretion can at any point of time with reasonable notification temporarily or permanently cease to sell any Registrar Products.
- (d) Registrar and the Registry Operator, in their sole discretion, expressly reserve the right to deny any Order or cancel an Order within 30 days of processing the same. In such case Registrar may refund the fees charged for the Order, after deducting any processing charges for the same.
- (e) Notwithstanding anything to the contrary, Registrar, Registry Operator and Service Providers, in their sole discretion, expressly reserve the right to without notice or

refund, delete, suspend, deny, cancel, modify, take ownership of or transfer the Order, or to modify, upgrade, suspend, freeze OrderBox, or to publish, transmit, share data in the OrderBox Database with any person or entity, or to contact any entity in the OrderBox Database, in order to recover any Payment from the Registrant, Customer or Resellers, for any service rendered by Registrar including services rendered outside the scope of this agreement for which the Registrant, Customer or Reseller has been notified and requested to remit payment, or to correct mistakes made by Registrar, Registry Operator or Service Providers in processing or executing the Order, or in case of any breach of this Agreement, or in case Registrar learns of a possibility of breach or violation of this Agreement which Registrar in its sole discretion determines to be appropriate, or in case of Termination of this agreement, or if Registrar learns of any such event which Registrar reasonably determines would lead to Termination of this Agreement or would constitute as Breach thereof, or to protect the integrity and stability of the Registrar Products, OrderBox, and the Registry or to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution process, or in accordance/compliance with any agreements executed by Registrar including but not limited to agreements with Service Providers, and/or Registry Operator, and/or Customers and/or Resellers, or to avoid any liability, civil or criminal, on the part of Registrar and/or Service Providers, and/or the Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, or if the Registrant and/or Agents or any other authorized representatives of the Registrant violate any applicable laws/government rules/usage policies, including but not limited to, intellectual property, copyright, patent, anti-spam, Phishing (identity theft), Pharming (DNS hijacking), distribution of virus or malware, child pornography, using Fast Flux techniques, running Botnet command and control, Hacking (illegal access to another computer or network), network attacks, money laundering schemes (Ponzi, Pyramid, Money Mule, etc.), illegal pharmaceutical distribution, or Registrar learns of the possibility of any such violation or upon appropriate authorization (what constitutes appropriate authorization is at the sole discretion of Registrar) from the Registrant or Customer or Reseller or their authorized representatives, or if Registrar, Registry Operator or Service Providers in their sole discretion determine that the information associated with the Order is inaccurate, or has been tampered with, or has been modified without authorization, or if Registrar or Service Providers in their sole discretion determine that the ownership of the Order should belong to another entity, or if Reseller/Customer/Registrant does not comply with any applicable terms and conditions, standards, policies, procedures, and practices laid down by Registrar, Service Providers, ICANN, the Registrar, the Registry Operator or for any appropriate reason. Registrar or Registry Operator, also reserve the right to freeze the Order during resolution of a dispute. The Registrant agrees that Registrar, Registry Operator and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Registrar, Registry Operator and Service Providers, are not liable for loss or damages that may result from any of the above.

- (f) Registrar and Service Providers can choose to redirect an Order to any IP Address including, without limitation, to an IP address which hosts a parking page or a commercial search engine for the purpose of monetization, if an Order has expired, or is suspended, or does not contain valid Name Servers to direct it to any destination. Registrant acknowledges that Registrar and Service Providers cannot and do not check

to see whether such a redirection, infringes any legal rights including but not limited to intellectual property rights, privacy rights, trademark rights, of Registrant or any third party, or that the content displayed due to such redirection is inappropriate, or in violation of any federal, state or local rule, regulation or law, or injurious to Registrant or any third party, or their reputation and as such is not responsible for any damages caused directly or indirectly as a result of such redirection.

- (g) Registrar and Registry Operator has the right to rectify any mistakes in the data in the OrderBox Database with retrospective effect.

### 3 DISPUTE PROCESS

The Registrant agrees that, if the use of the Order is challenged by a third party, the Registrant will be subject to the provisions of the appropriate Dispute policy for that Order as mentioned in the appropriate Appendix in effect at the time of the dispute. The Registrant agrees that in the event a dispute arises with any third party, the Registrant will indemnify and hold Registrar, Registry Operator and Service Providers harmless in all circumstances, and that Registrar, Registry Operator and Service Providers will have no liability of any kind for any loss or liability resulting from any such dispute, including the decision and final outcome of such dispute. If a complaint has been filed with a judicial or administrative body regarding the Registrant's use of the Order, the Registrant agrees not to make any changes to the Order without Registrar's prior approval. Registrar may not allow the Registrant to make changes to such Order until:

- (a) Registrar is directed to do so by the judicial or administrative body; or
- (b) Registrar receives notification, in a manner prescribed by Registrar from time to time, by the Registrant and the other party contesting the Registrant registration or use of the Order, that the dispute has been settled.

### 4 TERM OF AGREEMENT / RENEWALS

- (a) The term of this Agreement shall continue until the registrant of the Order in the OrderBox database continues to be the Registrant and the Order continues to exist and the Order Registration term continues to exist.
- (b) Registrant acknowledges that it is the Registrant's responsibility to keep records and maintain reminders regarding the expiry of any Order. As a convenience to the Registrant, and not as a binding commitment, we may notify the Customer, via an email message sent to the contact information associated with the Customer in the OrderBox database, about the expiry of the Order. Should renewal fees go unpaid for an Order, the Order will expire.
- (c) Registrant acknowledges that after expiration of the term of an Order, Registrant has no rights on such Order, or any information associated with such Order, and that ownership of such Order now passes on to the Registrar. Registrar and Service Providers may make any modifications to said Order or any information associated with said Order. Registrar and Service Providers may intercept any network/communication requests to such Order and process them in any manner in their sole discretion. Registrar and Service Providers may choose to monetize such requests in any fashion at their sole discretion. Registrar and Service Providers may choose to display any appropriate message, and/or send any response to any user making a network/communication request, for or concerning said Order. Registrar and Service

Providers may choose to delete said Order at anytime after expiry upon their sole discretion. Registrar and Service Providers may choose to transfer the ownership of the Order to any third party in their sole discretion. Registrant acknowledges that Registrar and Service Providers shall not be liable to Registrant or any third party for any action performed under this clause.

- (d) Registrar at its sole discretion may allow the renewal of the Order after Order expiry, and such renewal term will start as on the date of expiry of the Order, unless otherwise specified. Such process may be charged separately at the price then prevailing for such a process as determined by the Registrar in its sole discretion. Such renewal after the expiry of the Order may not result in exact reinstatement of the Order in the same form as it was prior to expiry.
- (e) Registrar makes no guarantees about the number of days, after deletion of an Order, after which the same Order will once again become available for purchase.
- (f) This Agreement shall terminate immediately in the event:
  - (i) Registrar's contract with the Service Providers for the fulfillment of such Order is terminated or expires without renewal;
  - (ii) Registrar's contract with the Registry Operator is terminated or expires without renewal;
  - (iii) Registry Operator ceases to be the Registry Operator for the particular TLD;
  - (iv) of Registrant-Registrant Transfer as per Section 8;
  - (v) of Registrar-Registrar Transfer as per Section 9.
  - (vi) Upon Termination of this Agreement, Registrar may delete/suspend/transfer/modify the Order and suspend OrderBox Users' access to the OrderBox with immediate effect, upon the sole discretion of Registrar.
  - (vii) Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms, unless specified otherwise. The Registrant however shall be liable for any damage arising from any breach by it of this Agreement.

## 5 FEES / RENEWAL

Payment of fees shall be governed as per the Payment Terms and Conditions set out in Appendix 'B.'

## 6 REGISTRANT - REGISTRANT TRANSFER

- (a) Registrar may transfer the Order of the Registrant to another registrant under the following circumstances:
  - (i) authorization from the Registrant and/or their Agent or Authorized Representative in a manner prescribed by Registrar from time to time;
  - (ii) authorization from the Customer and/or the Reseller in a manner prescribed by Registrar;
  - (iii) on receiving orders from a competent Court or Law Enforcement Agency;
  - (iv) for fulfillment of a decision in a domain dispute resolution;

- (v) breach of Contract;
  - (vi) termination of this Agreement;
  - (vii) Registrar learns of any such event, which Registrar reasonably determines would lead to Termination of this Agreement, or would constitute as Breach thereof.
- (b) Registrant acknowledges that Registrar cannot verify the authenticity of any information, authorization or instructions received in Section (8)(1). Upon receiving such authorization that Registrar in its absolute unfettered and sole discretion deems to be genuine, Registrar may transfer the Order. Registrar cannot be held liable for any such transfer under any circumstance including but not limited to fraudulent or forged authorization received by Registrar.
- (c) In the above circumstances the Registrant shall extend full cooperation to Registrar in transferring the Order of the Registrant to another registrant including without limitation, handing over all data required to be stored by the Registrant as per Section 3(5), and complying with all requirements to facilitate a smooth transfer.
- (d) The Registrant's Order may not be transferred until Registrar receives such written assurances or other reasonable assurance that the new registrant has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by Registrar in its sole discretion). If the Transferee fails to be bound in a reasonable fashion (as determined by Registrar in its sole discretion) to the terms and conditions in this Agreement, any such transfer maybe considered by Registrar as null and void in its sole discretion.

## 7 REGISTRAR-REGISTRAR TRANSFER

- (a) The Registrant acknowledge and agree that during the first 60 days after initial registration of the Order, or after expiration of the Order the Registrant may not be able to transfer the Order to another registrar.
- (b) Registrar may request the Registrant or any other contact associated with the Order for authorization upon receiving a request to transfer the Order to another registrar. The Registrant agrees to provide such authorization to Registrar. Registrar, in its sole discretion will determine, if such authorization is adequate to allow the transfer.
- (c) Registrar in its sole discretion may allow the transfer of a domain name away to another registrar, without contacting the Registrant or any other contact, if Registrar in its sole discretion determines that the transfer request it has received is a valid transfer request.
- (d) Registrar in its sole discretion may allow the transfer of a domain name away to another registrar, without contacting the Registrant or any other contact pursuant to the then applicable process and rules of transfer of domain names as laid out by the Registry Operator. Registrant acknowledges that it is their responsibility to research and acquaint themselves with these rules and any applicable changes from time to time.
- (e) Registrar may deny or prevent a transfer of an Order to another registrar in situations described in this Agreement including, but not limited to:
- (i) a dispute over the identity of the domain name holder;
  - (ii) bankruptcy; and default in the payment of any fees;



- (iii) any pending dues from the Customer or Resellers' or Registrant for any services rendered, whether under this agreement;
- (iv) any pending Domain Dispute Resolution process with respect to the Order;
- (v) if the Order has been locked or suspended by the Customer or Resellers;
- (vi) any situation where denying the transfer is permitted under the then applicable process and rules of transfer of domain names as laid out by the Registry Operator, Registrant acknowledges that it is their responsibility to research and acquaint themselves with these rules and any applicable changes from time to time;
- (vii) any other circumstance described in this Agreement;
- (viii) for any other appropriate reason;
- (ix) Registrar may at its sole discretion lock or suspend the Order to prevent a Domain Transfer.
- (x) Registrar cannot be held liable for any domain name transferred away to another registrar, or for any denial of a transfer, in accordance with this Section 9 (Registrar-Registrar Transfer).

## 8 LIMITATION OF LIABILITY

IN NO EVENT WILL REGISTRAR, REGISTRY OPERATOR OR SERVICE PROVIDERS OR CONTRACTORS OR THIRD PARTY BENEFICIARIES BE LIABLE TO THE REGISTRANT FOR ANY LOSS OF REGISTRATION AND USE OF THE ORDER, OR FOR INTERRUPTIONS OF BUSINESS, OR ANY SPECIAL, INDIRECT, ANCILLARY, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF REGISTRAR AND/OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REGISTRAR FURTHER DISCLAIMS ANY AND ALL LOSS OR LIABILITY RESULTING FROM, BUT NOT LIMITED TO:

- (a) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF AUTHENTICATION INFORMATION;
- (b) LOSS OR LIABILITY RESULTING FROM FORCE MAJEURE EVENTS AS STATED IN SECTION 21 OF THIS AGREEMENT;
- (c) LOSS OR LIABILITY RESULTING FROM ACCESS DELAYS OR ACCESS INTERRUPTIONS;
- (d) LOSS OR LIABILITY RESULTING FROM NON-DELIVERY OF DATA OR DATA MISS-DELIVERY;
- (e) LOSS OR LIABILITY RESULTING FROM ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR REGISTRAR PRODUCT(S) PROVIDED UNDER THIS AGREEMENT;
- (f) LOSS OR LIABILITY RESULTING FROM THE INTERRUPTION OF SERVICE.

If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against Registrar by the Registrant, then in no event will the liability of Registrar exceed actual

amount received by Registrar for the Order minus direct expenses incurred with respect to the Order.

REGISTRANT ACKNOWLEDGES THAT THE CONSIDERATION RECEIVED BY REGISTRAR IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL THE LIABILITY OF REGISTRAR RELATING TO THIS AGREEMENT EXCEED TOTAL AMOUNT RECEIVED BY REGISTRAR IN RELATION TO THE ORDER.

## 9 INDEMNIFICATION

- (a) The Registrant, at its own expense, will indemnify, defend and hold harmless, Registrar, Service Provider, Registry Operator, Resellers and the contactors, employees, directors, officers, representatives, agents and affiliates, of Registrar, Registry Operator, Service Providers, and Resellers against any claim, suit, action, or other proceeding brought against them based on or arising from any claim or alleged claim, of third parties relating to or arising under this Agreement, Registrar Products provided hereunder, or any use of the Registrar Products, including without limitation:
- (i) infringement by the Registrant, or someone else using a Registrar Product with the Registrant's computer, of any intellectual property or other proprietary right of any person or entity;
  - (ii) arising out of any breach by the Registrant of this Agreement;
  - (iii) arising out of, or related to, the Order or use of the Order;
  - (iv) relating to any action of Registrar as permitted by this Agreement;
  - (v) relating to any action of Registrar carried out on behalf of Registrant as described in this Agreement.

However, that in any such case Registrar may serve either of the Registrant with notice of any such claim and upon their written request, Registrar will provide to them all available information and assistance reasonably necessary for them to defend such claim, provided that they reimburse Registrar for its actual costs.

- (b) Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registrant's prior written consent, which shall not be unreasonably withheld.
- (c) The Registrant will pay any and all costs, damages, and expenses, including, but not limited to, actual attorneys' fees and costs awarded against or otherwise incurred by Registrar in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

## 10 INTELLECTUAL PROPERTY

- (a) Subject to the provisions of this Agreement, each Party will continue to independently own his/her/its intellectual property, including all patents, trademarks, trade names, domain names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Any improvements to existing intellectual property will continue to be owned by the Party already holding such intellectual property.
- (b) Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade

secret, or any other intellectual proprietary rights are granted by Registrar to the Registrant, or by any disclosure of any Confidential Information to the Registrant under this Agreement.

- (c) Registrant shall further ensure that the Registrant does not infringe any intellectual property rights or other rights of any person or entity, or does not publish any content that is libelous or illegal while using services under this Agreement. Registrant acknowledges that Registrar cannot and does not check to see whether any service or the use of the services by the Registrant under this Agreement, infringes legal rights of others.

#### 11 OWNERSHIP AND USE OF DATA

- (a) You agree and acknowledge that Registrar owns all data, compilation, collective and similar rights, title and interests worldwide in the OrderBox Database, and all information and derivative works generated from the OrderBox Database.
- (b) Registrar, Service Providers and the Registry Operator and their designees/agents have the right to backup, copy, publish, disclose, use, sell, modify, process this data in any form and manner as maybe required for compliance of any agreements executed by Registrar, or Registry Operator or Service Providers, or in order to fulfill services under this Agreement, or for any other appropriate reason.

#### 12 DELAYS OR OMISSIONS; WAIVERS

- (a) No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.
- (b) No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- (c) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing.

#### 13 RIGHT TO SUBSTITUTE UPDATED AGREEMENT

- (a) During the period of this Agreement, the Registrant agrees that Registrar may:
  - (i) revise the terms and conditions of this Agreement; and
  - (ii) change the services provided under this Agreement
- (b) Registrar, or the Registry Operator or any corresponding/designated policy formulating body may revise ANY of the Dispute policies, and eligibility criterias set forth in the various appendices as well as in any of the external URLs referenced within the appendices.
- (c) Any such revision or change will be binding and effective immediately on posting of the

revision on the Registrar Website or the corresponding URL referenced in this Agreement.

- (d) The Registrant agrees to review the Registrar Website and all other URLs referenced in this Agreement, periodically, to be aware of any such revisions.
- (e) The Registrant agrees that, continuing use of the services under this Agreement following any revision, will constitute as an acceptance of any such revisions or changes.
- (f) The Registrant acknowledges that if the Registrant does not agree to any such modifications, the Registrant may terminate this Agreement within 30 days of such revision. In such circumstance Registrar will not refund any fees paid by the Registrant.

#### 14 PUBLICITY

- (a) The Registrant shall not create, publish, distribute, or permit any written / Oral / electronic material that makes reference to us or our Service Providers or uses any of Registrar's registered Trademarks / Service Marks or our Service Providers' registered Trademarks / Service Marks without first submitting such material to us and our Service Providers and receiving prior written consent.
- (b) The Registrant gives Registrar the right to use the Registrant names in marketing / promotional material with regards to Registrar Products to Visitors to the Registrar Website, Prospective Clients and existing and new customers.

#### 15 TAXES

The Registrant shall be responsible for sales tax, consumption tax, transfer duty, custom duty, octroi duty, excise duty, income tax, and all other taxes and duties, whether international, national, state or local, however designated, which are levied or imposed or may be levied or imposed, with respect to this Agreement and the Registrar Products.

#### 16 FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, riot, war or military operations, national or local emergency, acts or directives or omissions of government or other competent authority, compliance with any statutory obligation or executive order, strike, lock-out, work stoppage, industrial disputes of any kind (whether or not involving either party's employees), any Act of God, fire, lightning, explosion, flood, earthquake, eruption of volcano, storm, subsidence, weather of exceptional severity, equipment or facilities breakages / shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of non performance as soon as possible.

#### 17 ASSIGNMENT / SUBLICENSE

- (a) Except as otherwise expressly provided herein, the provisions of this Agreement shall

inure to the benefit of and be binding upon, the successors and assigns of the Parties; provided, however, that any such successor or assign be permitted pursuant to the Articles, Bylaws or policies of Registrar.

- (b) The Registrant shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person/s except as provided for in Section 8 (REGISTRANT - REGISTRANT TRANSFER) or with the prior written consent of Registrar.
- (c) Registrant agrees that if Registrant licenses the use of the Order to a third party, the Registrant nonetheless remains the Registrant of record, and remains responsible for all obligations under this Agreement.

#### 18 NO GUARANTY

The Registrant acknowledges that registration or reservation of the Order does not confer immunity from objection to the registration, reservation, or use of the Order.

#### 19 DISCLAIMER

- (a) THE ORDERBOX, REGISTRAR SERVERS, OrderBox Servers, Registrar Website AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IS PROVIDED ON "AS IS" AND "WHERE IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND.
- (b) REGISTRAR AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND / OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS AND QUALITY/AVAILABILITY OF TECHNICAL SUPPORT.
- (c) REGISTRAR AND SERVICE PROVIDERS ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY IN CONNECTION WITH YOUR ACCESS TO, USE OF, ORDERBOX OR BY ACCESSING REGISTRAR SERVERS. WITHOUT LIMITING THE FOREGOING, REGISTRAR AND SERVICE PROVIDERS DO NOT REPRESENT, WARRANT OR GUARANTEE THAT (A) ANY INFORMATION/DATA/DOWNLOAD AVAILABLE ON OR THROUGH ORDERBOX OR REGISTRAR SERVERS WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR ANYTHING ELSE MANIFESTING DESTRUCTIVE PROPERTIES; OR (B) THE INFORMATION AVAILABLE ON OR THROUGH THE ORDERBOX/REGISTRAR SERVERS WILL NOT CONTAIN ADULT-ORIENTED MATERIAL OR MATERIAL WHICH SOME INDIVIDUALS MAY DEEM OBJECTIONABLE; OR (C) THE FUNCTIONS OR SERVICES PERFORMED BY REGISTRAR AND SERVICE PROVIDERS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE ORDERBOX WILL BE CORRECTED; OR (D) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR (E) THE SERVICES PROVIDED UNDER THIS AGREEMENT OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA. OR (F) YOU WILL RECEIVE NOTIFICATIONS, REMINDERS OR ALERTS FOR ANY EVENTS FROM THE SYSTEM INCLUDING BUT NOT LIMITED TO ANY MODIFICATION TO YOUR ORDER, ANY TRANSACTION IN YOUR ACCOUNT, ANY EXPIRY OF AN ORDER.
- (d) REGISTRAR AND SERVICE PROVIDERS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY OF THE INFORMATION AVAILABLE OR WITH RESPECT TO ITS

LEGITIMACY, LEGALITY, VALIDITY, QUALITY, STABILITY, COMPLETENESS, ACCURACY OR RELIABILITY. REGISTRAR AND SERVICE PROVIDERS DO NOT ENDORSE, VERIFY OR OTHERWISE CERTIFY THE CONTENT OF ANY SUCH INFORMATION. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS, AS TO IMPLIED WARRANTIES, MAY NOT APPLY TO YOU.

- (e) FURTHERMORE, REGISTRAR NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE ORDERBOX, ORDERBOX SERVERS, REGISTRAR WEBSITE AND ANY OTHER SOFTWARE / API / SPECIFICATION / DOCUMENTATION / APPLICATION SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

## 20 JURISDICTION & ATTORNEY'S FEES

- (a) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Country, State and City where Registrar is incorporated, applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in city, state, country where Registrar is incorporated. Registrar reserves the right to enforce the law in the Country/State/District where the Registered/Corporate/Branch Office, or Place of Management/Residence of the Registrant is situated as per the laws of that Country/State/District.
- (b) If any legal action or other legal proceeding relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).
- (c) For the adjudication of disputes concerning or arising from use of the Order, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
  - (i) of the Registrant's domicile and
  - (ii) the Registrar's country of incorporation.

## 21 MISCELLANEOUS

- (a) Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa.
- (b) There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.
- (c) The Parties shall attempt to resolve any disputes between them prior to resorting to litigation through mutual understanding or a mutually acceptable Arbitrator.
- (d) This Agreement shall inure to the benefit of and be binding upon Registrar and the Registrant as well as all respective successors and permitted assigns.
- (e) Survival: In the event of termination of this Agreement for any reason, Sections 1, 2, 4, 5, 6, 7, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 9, 10, 11, 12, 13, 14, 16, 17, 18, 21, 22, 23, 23(3), 23(5), 23(7), 23(11), 24(2) and all of Appendix A, and all Sections of Appendix B, and Sections 1, 2, 3 of Appendix W shall survive.

- (f) This Agreement does not provide and shall not be construed to provide third parties (i.e. non-parties to this Agreement), with any remedy, claim, and cause of action or privilege against Registrar.
- (g) The Registrant, Registrar, its Service Providers, Registry Operator, Resellers, and Customer are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, and sales representative or employment relationship between the parties.
- (h) Further Assurances: Each Party hereto shall execute and/or cause to be delivered to the other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated / carried out, by / as a result of, this Agreement.
- (i) Construction: The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.
- (j) Entire Agreement; Severability: This Agreement, including all Appendices constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.
- (k) The division of this Agreement into Sections, Subsections, Appendices, Extensions and other Subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used in the construction or interpretation of this Agreement.
- (l) This agreement may be executed in counterparts.
- (m) Language. All notices, designations, and specifications made under this Agreement shall be made in the English Language only.
- (n) Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Mumbai, India (IST) i.e. GMT+5:30

## 22 BREACH

In the event that Registrar suspects breach of any of the terms and conditions of this Agreement:

- (a) Registrar can immediately, without any notification and without assigning any reasons, suspend / terminate the Registrants access to the OrderBox Server.
- (b) The Registrant will be immediately liable for any damages caused by any breach of any

of the terms and conditions of this Agreement.

- (c) Registrar can immediately, without any notification and without assigning any reasons, delete / suspend / terminate / freeze the Order.

## 23 NOTICE

- (a) Any notice or other communication required or permitted to be delivered to Registrar under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered when delivered to contact address specified on the Registrar Website by registered mail or courier. Any communication shall be deemed to have been validly and effectively given, on the date of receiving such communication, if such date is a Business Day and such delivery was made prior to 17:30 (Indian Standard Time) and otherwise on the next Business Day.
- (b) Any notice or other communication required or permitted to be delivered to the Registrant under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered, given and received when delivered to contact address of the Registrant in the OrderBox Database.
- (c) Any notice or other communication to be delivered to any party via email under this agreement shall be deemed to have been properly delivered if sent in case of Registrar to its Legal Contact mentioned on the Registrar Website and in case of the Registrant to their respective email address in the OrderBox Database.



## APPENDIX 'A'

### TERMS AND CONDITIONS OF ORDERBOX USAGE

This Appendix A covers the terms of access to the OrderBox. Any violation of these terms will constitute a breach of agreement, and grounds for immediate termination of this Agreement.

#### 1 ACCESS TO OrderBox

- (a) Registrar may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend OrderBox Users' access to the OrderBox in the event of significant degradation of the OrderBox, or at any time Registrar may deem necessary.
- (b) Registrar may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the OrderBox from time to time.
- (c) Access to the OrderBox is controlled by authentication information provided by Registrar. Registrar is not responsible for any action in the OrderBox that takes place using this authentication information whether authorized or not.
- (d) Registrar is not responsible for any action in the OrderBox by a OrderBox User.
- (e) OrderBox User will not attempt to hack, crack, gain unauthorized access, misuse or engage in any practice that may hamper operations of the OrderBox including, without Limitation temporary / permanent slow down of the OrderBox, damage to data, software, operating system, applications, hardware components, network connectivity or any other hardware / software that constitute the OrderBox and architecture needed to continue operation thereof.
- (f) OrderBox User will not send or cause the sending of repeated unreasonable network requests to the OrderBox or establish repeated unreasonable connections to the OrderBox. Registrar will in its ABSOLUTE and UNFETTERED SOLE DISCRETION decide what constitutes as a reasonable number of requests or connections.
- (g) OrderBox User will take reasonable measures and precautions to ensure secrecy of authentication information.
- (h) OrderBox User will take reasonable precautions to protect OrderBox Data from misuse, unauthorized access or disclosure, alteration, or destruction.
- (i) Registrar shall not be responsible for damage caused due to the compromise of your Authentication information in any manner OR any authorized/unauthorized use of the Authentication Information.
- (j) Registrar shall not be liable for any damages due to downtime or interruption of OrderBox for any duration and any cause whatsoever.
- (k) Registrar shall have the right to temporarily or permanently suspend access of a OrderBox User to the OrderBox if Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION suspects misuse of the access to the OrderBox, or learns of any possible misuse that has occurred, or will occur with respect to a OrderBox User.
- (l) Registrar and Service Providers reserve the right to, in their sole discretion, reject any request, network connection, e-mail, or message, to, or passing through, OrderBox

## 2 Terms of USAGE OF ORDERBOX

- (a) Registrant, or its contractors, employees, directors, officers, representatives, agents and affiliates and OrderBox Users, either directly or indirectly, shall not use or permit use of the OrderBox, directly or indirectly, in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose, or to promote adult-oriented or "offensive" material, or related to any unsolicited bulk e-mail directly or indirectly (such as by referencing an OrderBox provided service within a spam email or as a reply back address), or related to ANY unsolicited marketing efforts offline or online, directly or indirectly, or in a manner injurious to Registrar, Registry Operator, Service Providers or their Resellers, Customers, or their reputation, including but not limited to the following:
- (i) Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.);
  - (ii) posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic);
  - (iii) sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider;
  - (iv) offering for sale or otherwise enabling access to software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ("spamware");
  - (v) advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software;
  - (vi) harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Registrar;
  - (vii) impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere;
  - (viii) using OrderBox services to point to or otherwise direct traffic to, directly or indirectly, any material that, in the sole opinion of Registrar, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Registrar, to be threatening or obscene or inappropriate;
  - (ix) using OrderBox directly or indirectly for any of the below activities activities:
    - (A) transmitting Unsolicited Commercial e-mail (UCE);
    - (B) transmitting bulk e-mail;
    - (C) being listed, or, in our sole opinion is about to be listed, in any Spam

- Blacklist or DNS Blacklist;
  - (D) posting bulk Usenet/newsgroup articles;
  - (E) Denial of Service attacks of any kind;
  - (F) excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Registrar in its sole discretion;
  - (G) copyright or trademark infringement;
  - (H) unlawful or illegal activities of any kind;
  - (I) promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse);
  - (J) causing lossage or creating service degradation for other users whether intentional or inadvertent.
- (b) Registrar in its sole discretion will determine what constitutes as violation of appropriate usage including but not limited to all of the above.
- (c) Data in the OrderBox Database cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from Registrar:
- (i) to perform services contemplated under this agreement; and
  - (ii) to communicate with Registrar on any matter pertaining to Registrar or its services.
- (d) data in the OrderBox Database cannot specifically be used for any purpose listed below:
- (i) Mass Mailing or SPAM; and
  - (ii) selling the data.

**APPENDIX 'B'**

## PAYMENT TERMS AND CONDITIONS

- 1 Registrar will accept payment for the Order from the Customer or Resellers.
- 2 In the event that a payment made via Credit Card or the payment instrument sent by the Customer or Reseller bounces due to Lack of Funds or any other Reason, then
  - (a) Registrar may immediately suspend OrderBox Users' access to the OrderBox
  - (b) Registrar has the right to terminate this agreement with immediate effect and without any notice.
  - (c) Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may delete, suspend, deny, cancel, modify, take ownership of or transfer any or all of the Orders placed of the Registrant as well as stop / suspend / delete / transfer any Orders currently being processed.
  - (d) Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may Transfer all Orders placed by the Registrant to another Customer, or under Registrar's account.
  - (e) Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION may levy reasonable additional charges for the processing of the Charge-back / Payment Reversal in addition to actual costs of the same.
  - (f) Registrar shall have the right to initiate any legal proceedings against the Registrant to recover any such liabilities.

**APPENDIX 'C'****.COM/.NET/.ORG SPECIFIC CONDITIONS**

If the Order is a .COM/.NET/.ORG domain name, the Registrant, must also agree to the following terms:

**1 PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

- (a) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
- (b) the primary nameserver and secondary nameserver(s), if any for the domain name;
- (c) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
- (d) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
- (e) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

**2 DOMAIN NAME DISPUTE POLICY**

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

## APPENDIX 'D'

### .BIZ SPECIFIC CONDITIONS

If the Order is a .BIZ domain name, the Registrant, must also agree to the following terms:

#### 1 CONDITIONS FOR .BIZ REGISTRATIONS

- (a) Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .BIZ Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:
  - (i) to exchange goods, services, or property of any kind;
  - (ii) in the ordinary course of trade or business; or
  - (iii) to facilitate:
    - (A) the exchange of goods, services, information, or property of any kind; or
    - (B) the ordinary course of trade or business.
- (b) Registering a domain name solely for the purposes of
  - (i) selling, trading or leasing the domain name for compensation, or
  - (ii) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

#### 2 CERTIFICATION FOR .BIZ REGISTRATIONS

- (a) As a .BIZ domain name Registrant, you hereby certify to the best of your knowledge that the registered domain name will be used primarily for bona fide business or commercial purposes and not exclusively for personal use or solely for the purposes of selling, trading or leasing the domain name for compensation, or the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .BIZ restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html>.
- (b) The domain name Registrant has the authority to enter into the registration agreement.
- (c) The registered domain name is reasonably related to the Registrant's business or intended commercial purpose at the time of registration.

#### 3 PROVISION OF REGISTRATION DATA

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

- (a) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
- (b) the primary nameserver and secondary nameserver(s), if any for the domain name;
- (c) the full name, postal address, e-mail address, voice telephone number, and fax number

if available of the technical contact for the domain name;

- (d) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
- (e) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

#### 4 DOMAIN NAME DISPUTE POLICY

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference.

- (a) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.
- (b) The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>
- (c) The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .BIZ domain name with any third party (other than Registry Operator or Registrar) over the registration or use of a .BIZ domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associat

## **MANDATORY TERMS AND CONDITIONS FOR .AU DOMAIN NAMES**

### **1 REGISTRANT WARRANTIES**

The registrant makes, and is taken to make, the following warranties to the registrar and to auDA, when applying to register or renew the registration of a domain name:

- (a) all information provided to register or renew the registration of the domain name (including all supporting documents, if any) are true, complete and correct, and are not misleading in any way, and the application is made in good faith;
- (b) the registrant meets, and will continue to meet, the eligibility criteria prescribed in auDA Published Policies for the domain name for the duration of the domain name licence;
- (c) the registrant has not previously submitted an application for the domain name with another registrar using the same eligibility criteria, and the other registrar has rejected the application;
- (d) the registrant is aware that even if the domain name is accepted for registration, the registrant's entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name; and
- (e) the registrant is aware that auDA or the registrar can cancel the registration of the domain name (that is, the domain name licence) if any of the warranties set out above is found to be untrue, incomplete, incorrect or misleading.

### **2 CONSENT TO USE REGISTRANT INFORMATION**

The registrant grants to:

- (a) auDA - the right to publicly disclose to third parties, all information relating to the registered domain name in accordance with auDA Published Policies;
- (b) the registrar - the right to disclose to the registry operator, all information which are reasonably required by the registry operator in order to register the domain name in the registry database; and
- (c) the registry operator - the right to publicly disclose to third parties, all information relating to the registered domain name to enable the registry operator to maintain a public WHOIS service,

provided that such disclosure is consistent with:

- (d) the National Privacy Principles; and
- (e) auDA Published Policies.

### **3 REGISTRANT DATA**

- (a) Throughout the term of the domain name licence, the registrant must give notice to the registry operator, through the registrar, of any change to any information in the registrant data relating to the domain name.
- (b) The registrant accepts that its failure to comply with this requirement may lead to the cancellation of the domain name licence.



#### 4 RENEWAL OF DOMAIN NAME LICENCE

- (a) The registrant may apply to renew the domain name licence when the licence period expires, provided that it:
  - (i) pays the applicable renewal fees; and
  - (ii) continues to meet the eligibility criteria prescribed in the auDA Published Policies.
- (b) The registrant accepts that it has the responsibility for ensuring that the domain name licence is renewed before the expiry date.

#### 5 auDA PUBLISHED POLICIES

The registrant must comply with all auDA Published Policies. In the event of any inconsistency between any auDA Published Policy and the Registrant Agreement (with its registrar), then the auDA Published Policy will prevail to the extent of such inconsistency.

#### 6 REVOCATION OF LICENCE

auDA may, at its discretion, cancel the registration of a .au domain name, or revoke a licence to use a .au domain name:

- (a) if the registrant breaches any auDA Published Policy; or
- (b) in order to comply with a request of a law enforcement agency, or an order of a court, or under any applicable law, government rule or requirement, or under any dispute resolution process; or
- (c) to protect the integrity and stability of the domain name system or the .au registry.

#### 7 LIMITATION OF LIABILITIES AND INDEMNITY

- (a) To the fullest extent permitted by law, auDA will not be liable to the registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors.
- (b) The registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, the registrant's registration or use of its .au domain name.
- (c) Nothing in this document is intended to exclude the operation of the Competition and Consumer Act 2010.