



## DotCFD Registry-Registrar Agreement

This Registry-Registrar Agreement (the "**Agreement**") is between DotCFD Registry Limited, a limited liability company registered in England and Wales, with its principal place of business located at Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2YA (the "**Registry**", "**us**", "**our**" or "**we**" ), and \_\_\_\_\_ [Registrar's Name], a \_\_\_\_\_ jurisdiction and type of organisation], with its principal place of business located at \_\_\_\_\_ [Registrar's location] (the "**Registrar**" or "**You**").

The Registry and the Registrar may be referred to individually as a "**Party**" and collectively as the "**Parties**."

### INTRODUCTION

DotCFD Registry Limited has entered into a separate registry agreement (hereinafter the "Registry Agreement") with the Internet Corporation for Assigned Names and Numbers ("ICANN") to (i) operate and maintain a registry and a shared registration system; and (ii) exercise delegated authority to develop and implement rules, policies and procedures for the management, sale, and use of the generic top level domain .CFD (the "Registry TLD"). The Registry Agreement may be revised and amended from time to time as agreed between the Registry and ICANN, and any rules, policies and procedures for the Registry TLD may be revised and amended from time to time at the sole discretion of the Registry.

This Agreement shall apply to, and govern, the provision of Registry Services to the Registrar for the Registry TLD and shall also define the Registrar's obligations related to the registration of domain names within the Registry TLD. Nothing contained in this Agreement shall be construed as establishing or granting any property ownership rights or interest in the Registry TLD or the letters, symbols or other characters that make up a Registry TLD Registered Name or any other domain name that is not yet registered in the Registry TLD.

The Parties have agreed as follows:

### 1. DEFINITIONS

1.1. "**2013 Registrar Accreditation Agreement**" means the agreement (as amended from time to time) governing the relationship between ICANN and its accredited domain name registrars and published by ICANN at <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#raa>.

"**Acceptable Use Policy**" or "**AUP**" means the Registry's policy as amended from time to time and published on the Registry Website pursuant to which the Registry can take action, at its sole discretion, in cases where a Registry TLD is being used in contravention of the policy and in particular being used in a manner that appears to threaten the stability, integrity or security of the Registry, or any of its Registrar partners and/or that may put the safety and security of any Registrant or user at risk; and/or allows the Registry to take preventive measures to avoid any criminal or security threats.

"**Additional Registry Services**" has the meaning given in Section 2.3 of this Agreement.

"**Affiliate**" means with respect to each Party, any entity which directly or indirectly controls, is controlled by, or is under common control with, such Party.

"**APIs**" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

"**Auto Renew Grace Period**" has the meaning given in Section 3.16.4 of this Agreement.

"**Business Day**" means any day which is not a Saturday or Sunday or public holiday in London, England.

"**Claims Notice Information Service**" means the systems used by the Trademark Clearinghouse providers to notify anyone attempting to register a domain name matching a trademark that is recorded in the Trademark Clearinghouse

of relevant trademark information and, should the domain name registration proceed, to subsequently notify those trademark holders with matching records in the Trademark Clearinghouse.

**“Confidential Information”** means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the disclosing party to the receiving party under this Agreement and marked or otherwise identified as confidential, including but not limited to, any oral communication that the disclosing party will notify the receiving party in writing (whether by email or otherwise) within 10 Business Days of the oral disclosure that such oral communication is confidential.

**“DNS”** means the Internet domain name system.

**“Effective Date”** means (i) the date on which the Registrar indicated its agreement to this Agreement online by checking the box on the form indicating agreement acceptance or (ii) the date on which the Registrar executed a paper version of this Agreement.

**“EPP”** means the Extensible Provisioning Protocol, which is the protocol used by the Registry System, as described in IETF RFC 5730, or such other standard as may be specified by ICANN or the Registry from time to time.

**“Fees”** has the meaning given in Section 4 and set out in the Fee Schedule attached to this Agreement, as amended from time to time, and subject to applicable ICANN Requirements.

**“Force Majeure Event”** has the meaning given in Section 10.2 of this Agreement.

**“General Availability Phase”** means the phase after Sunrise where domains names are available to the public on a first come first serve basis.

**“Group”** means in respect of either Party, that Party and each of its holding companies and subsidiaries and each subsidiary of each of its holding companies (as each such term is defined in the UK Companies Act 2006).

**“ICANN”** means the Internet Corporation for Assigned Names and Numbers.

**“ICANN Add Grace Period Limits Policy”** means the ICANN AGP Limits Policy available at <https://www.icann.org/resources/pages/agp-policy-2008-12-17-en>, as amended from time to time.

**“ICANN Inter-Registrar Transfer Policy”** means the Policy on Transfer of Registrations between Registrars available at <https://www.icann.org/resources/pages/policy-transfers-2014-07-02-en>, as amended from time to time.

**“ICANN Privacy and Proxy Rules”** means the set of requirements (including those specified in the 2013 Registrar Accreditation Agreement) for privacy and proxy services offered by a Registrar or its Affiliates for the purposes of WHOIS, as amended from time to time.

**“ICANN Requirements”** means the obligations set forth in the Registry Agreement, the obligations set forth in the latest version of the 2013 Registrar Accreditation Agreement, any ICANN Temporary Specifications or policies adopted from time to time by ICANN, and other policies including the Consensus Policies as published at <https://www.icann.org/resources/pages/registrars/consensus-policies-en> the Uniform Dispute Resolution Procedure (UDRP), Trademark Clearinghouse and Trademark Claims Service, the Trademark Post-Delegation Resolution Procedure, Registry Restrictions Dispute Resolution Procedure, Public Interest Commitment Dispute Resolution Procedure and the Uniform Rapid Suspension System, each as defined in the Registry Agreement.

**“Non-Compliance Event”** has the meaning given in Section 3.3 of this Agreement.

**“OTE”** means Operational Test and Evaluation system, the process by which an accredited Registrar undergoes a testing and certification process with the Registry prior to going live.

**“Personal Data”** means data about any identified or identifiable natural person.

**“Post-Pay”** has the meaning given in the Registry Credit Policy.

**“Premium Names”** means domain names identified by the Registry, which may be offered for registration via auctions, or other distribution methodologies as the Registry may decide at its discretion. These names are reserved by the Registry as part of its Reserved Names list.

**“Pre-Pay”** has the meaning given in the Registry Credit Policy.

**“Redemption Grace Period”** means the 30-day period in which a domain name can be redeemed or renewed by a Registrant after it expires.

**“Registered Name”** means a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g. jane.doe.cfd) levels, about which the Registry or an Affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g. a registered but inactive name).

**“Registrant”** means the holder of a Registered Name in the Registry TLD.

**“Registrar”** means an entity that is accredited by ICANN under the 2013 Registrar Accreditation Agreement and has entered into an agreement with the Registry for the provisioning of domain name registration services.

**“Registrar Account”** means the account established by the Registrar for the purposes of complying with the Registry Credit Policy, as defined in Section 4.3.2 of this Agreement.

**“Registrar Software Development Kit”** or **“SDK”** means the proprietary registry software that allows Registrar to connect to the Registry System, conduct OTE, EPP and operate as a registrar in the shared registry system for the Registry TLD.

**“Registration Agreement”** means the registration agreement between the Registrar and a Registrant, which sets out terms specified in the 2013 Registrar Accreditation Agreement and other terms that are consistent with the Registrar's obligations to the Registry under this Agreement.

**“Registration Period”** means the time period from one (1) to ten (10) years during which a domain name is registered in the Registry Database and which shall never exceed (10) years in total at any given time.

**“Registry Agreement”** means the registry agreement between the Registry and ICANN for the operation of the Registry TLD, as amended from time to time, and published on the ICANN website at: <https://www.icann.org/resources/agreement/cfd-2014-12-11-en>.

**“Registry Credit Policy”** has the same meaning given in Section 4 of this Agreement.

**“Registry Database”** means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.

**“Registry Dispute Resolutions Policy”** means the policy under which a Registrant's domain name will be subject to and governed by Uniform Rapid Suspension Policy and/or the Uniform Domain Name Dispute Resolution Policy.

**“Registry General Availability Policy”** means the policies related to the General Availability Phase of the Registry TLD and published on the Registry Website.

**“Registry Launch Plan and Policy”** means the policy summarising the processes, procedures and rules applicable to launch-phase registration of a Registered Name, as approved by ICANN and published on the Registry Website.

**“Registry Policies”** means policies adopted, revised or amended from time to time by the Registry and published on the Registry Website.

**“Registry Privacy Policy”** means the policy by which the Registry specifies how it will use personal data submitted to the Registry by the Registrars, and the intended recipients (or categories of recipients) of such personal data.

**“Registry Services”** has the meaning set forth in the Specification 6 of the Registry Agreement.

**“Registry System”** means the system operated by the Registry for registering domain names in the Registry TLD.

**“Registry TLD”** means the TLD referred to in the Registry Agreement.

**“Registry Website”** means nic.cfd or such other site that the Registry may designate as its primary website for administering and managing the Registry TLD.

**“Renewal Fee”** means the fee payable by the Registrar on the renewal of the Registered Name as set out in the Fee Schedule attached to this Agreement.

**“Reseller”** has the meaning given in Section 3.19 of this Agreement.

**“Reseller Agreement”** has the meaning given in Section 3.19 of this Agreement.

**“Reseller Breach”** has the meaning given in Section 3.19 of this Agreement.

**“SMD File”** means a Signed Mark Data file and has the meaning given by TMCH at <http://www.trademark-clearinghouse.com/help/faq/what-smd-file>.

**“Sunrise Application”** means the non-transferrable, complete, technically correct request for a domain name registration submitted by a Registrar to the Registry during the Sunrise Period.

**“Sunrise Dispute Resolution Policy”** means the policy governing disputes arising out of or concerning the Sunrise service of the Registry TLD as published on the Registry Website.

**“Sunrise Period”** means the period designated by the Registry during which holders of SMD Files may submit Sunrise Application(s).

**“Sunrise Registration Policy”** means the policy under which the trademark holders have an advance opportunity to register domain names corresponding to their trademarks before names are generally available to the public.

**“Term”** means the term of this Agreement, as set forth in Section 9 of this Agreement.

**“TLD”** means a top-level domain of the DNS.

**“Trademark Clearinghouse”** or **“TMCH”** means the ICANN-specified database and associated systems for trademark data and information as described at <http://newgtlds.icann.org/en/about/trademark-clearinghouse> and the associated Terms of Service.

**“Trademark Claims Notice”** means the notice that the Registrar is required to present to the Registrants, notifying them that their proposed registration matches a trademark registered in the TMCH.

**“Trademark Claims Service”** means the service as described at <http://newgtlds.icann.org/en/about/trademark-clearinghouse/registries-registrars> that provides a Trademark Claims Notice to a prospective Registrant of a domain name within the Registry TLD.

**“Uniform Domain Name Dispute Resolution Policy”** or **“UDRP”** means the ICANN’s rules and policy available at <http://www.icann.org/udrp/udrp-rules-24oct99.htm> and <http://www.icann.org/dndr/udrp/policy.htm>.

**“Uniform Rapid Suspension System”** or **“URS”** means the process, by which a registered domain name may be suspended as a result of a complaint filed by a trademark owner, as further described at <http://newgtlds.icann.org/en/applicants/urs>.

**“WHOIS”** means an Internet protocol that is used to query databases to obtain information about the registration of a domain name (or IP address).

**“You”** and **“Your”** refers to the Registrar and its employees, agents and representatives including each person listed in its account.

- 1.2. Section, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedule(s) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule(s).
- 1.5. References to Sections and Schedule(s) are to the Section and Schedule(s) of this Agreement.
- 1.6. Unless the context otherwise requires:
  - 1.6.1. words in the singular shall include the plural and in the plural shall include the singular;
  - 1.6.2. a reference to one gender shall include a reference to the other genders;
  - 1.6.3. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
  - 1.6.4. a reference to writing or written includes email; and
  - 1.6.5. any phrase followed by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.7. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedule(s), the provision in the body of this Agreement shall take precedence

## 2. REGISTRY OBLIGATIONS

- 2.1. **Access to Registry System.** To become a Registrar, You must successfully complete the OTE, which shall include, among other criteria, verification of Your ability to properly connect and interoperate with the Registry System. Once You have successfully completed the OTE, we shall provide You for the Term of this Agreement with access to the Registry System operated in accordance with our arrangement with ICANN. Nothing in this Agreement entitles You to enforce any agreement between us and ICANN.
- 2.2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN Requirements and the Registry Policies we shall maintain the registrations of the Registered Names sponsored by You in the Registry System during the Registration Period provided that You have paid all the relevant Fees. You are required to be in good standing with us at all times. Unless Parties agree otherwise in writing, if You fail to pay the Fees within 30 calendar days of receiving notice from us, we reserve the right to take action against You, including but not limited to, suspending and/or deleting the relevant domain name(s).
- 2.3. **Additional Registry Services.** We shall provide You with no less than sixty (60) calendar days written notice of any additional Registry Service that has been approved by ICANN according to the procedures set forth in Section 2.1 of the Registry Agreement (the “**Additional Registry Services**”). Such notice shall include, amongst other things, the provision of information on pricing, starting date and any additional terms and conditions regarding the Additional Registry Service.
- 2.4. **Provision of Software Development Kit (SDK).** No later than five (5) Business Days after the Effective Date, we shall provide You with a copy of the SDK, which shall include sufficient technical specifications and technical facilities to permit You to interface with the Registry System and employ Your features that are available to ICANN-accredited Registrars.
- 2.5. **Licence to Use Registry Name and Website.** While You remain a Registrar and subject to the terms and conditions of this Agreement, we hereby grant You for the Term a non-exclusive, non-transferable, non-sub-licensable, worldwide limited, royalty-free licence solely to market the Registry TLD and market and sell domain names in the Registry TLD. You may: (a) state that You are a Registrar for the Registry TLD; (b) link to specified pages and/or documents within the Registry Website; and (c) use our name and designated logos for promotional purposes subject to our applicable branding guidelines (which may be revised and amended from time to time with sixty (60) calendar days prior written notice). No other use of our names, logos, trademarks, service marks and/or the Registry Website, documents, graphics, text, code or other information is permitted without our prior express written consent.
- 2.6. **Marketing Materials.** From time to time, we will provide marketing materials, collateral and usage guidelines to You. We hereby grant You a non-exclusive, worldwide limited, royalty-free licence during the Term to use and reproduce, consistent with the usage guidelines, the marketing materials and collateral for the purposes of marketing the Registry TLD and marketing and selling domain names in the Registry TLD. You shall use such materials and collateral in compliance with the usage guidelines. You shall not promote or market domain names within the Registry TLD inconsistently with the usage guidelines, any Registry Policy or any provision of this Agreement.
- 2.7. **Technical and Customer Service Support.** During the Term, we agree to provide You with reasonable technical telephone support (24 hours a day x7 days a week x 365 days a year) to address engineering issues arising in connection with Your use of the Registry System.
- 2.8. **Customer Service Support.** During the Term, we agree to provide You (but not Registrants or Your prospective customers) with reasonable telephone and email customer service support, for non-technical issues solely relating to the Registry System and its operation. We shall provide You with a telephone number available between 9.00 and 17.00 London, UK time and email address for such support during implementation of the EPP, APIs and the SDK.
- 2.9. **Personal Data.** We shall handle Personal Data submitted to us in accordance with (i) the purposes for which it was collected, (ii) as necessary to perform obligations under this Agreement and (iii) our Registry Privacy Policy. We shall:
- 2.9.1. notify You of the purposes for which Personal Data You submit to us is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data; and
- 2.9.2. take reasonable steps to protect Personal Data from loss, misuse, unauthorised disclosure, alteration or destruction provided that we shall not be liable in the event of the loss, misuse, unauthorised disclosure,

alteration or destruction of Personal Data, and will not sell or share Personal Data with any 3<sup>rd</sup> party except as permitted hereunder or as required by applicable law and/or regulations.

- 2.10. In any event, we will provide You with sixty (60) calendar days' prior written notice of any changes to the Registry Privacy Policy. We may from time to time use data submitted by You for statistical analysis and/or to improve our service, provided that any such analysis and/or improvement will not disclose any individual Personal Data and such data is solely used for our business purposes. We will not share, sell, rent or otherwise disclose any Personal Data to any third parties unless (a) a third party is assisting us to perform statistical analysis or to improve our service; or (b) we are required by applicable law, rules and/or regulation and then only to the extent required by such law, rules and/or regulation.
- 2.11. **ICANN Requirements.** Our obligations to You under this Agreement are subject to modification at any time as the result of the ICANN Requirements. Notwithstanding anything in this Agreement to the contrary, You shall comply with any such ICANN Requirements in accordance with the timeline defined by ICANN.
- 2.12. **Add Grace Period.** Subject to the ICANN Add Grace Period Limits Policy, we will refund You for any Registered Names deleted within the first five (5) Business Days of registration.
- 2.13. **Registry Service Level Standards.** We will use our reasonable commercial endeavours to operate the Registry to the standards prescribed in Specification 10 of the Registry Agreement.
- 2.14. We reserve the right to offer registry based privacy/proxy services, consistent with ICANN policies and our stated obligations to ICANN set out in the Registry Agreement.

### 3. REGISTRAR OBLIGATIONS

- 3.1. **ICANN-accredited Registrar.** During the Term, You shall maintain in full force and effect Your accreditation by ICANN as a Registrar under the 2013 Registrar Accreditation Agreement. Failure to maintain such accreditation will constitute a material breach of this Agreement.
- 3.2. **Representations and warranties.** You represent and warrant that, at all times during the Term of this Agreement:
  - 3.2.1. You are an entity duly formed, validly existing and in good standing under the law of the jurisdiction of Your formation and You are eligible to enter into this Agreement according to the laws of Your country of incorporation;
  - 3.2.2. You are accredited by ICANN (or its successor) as required under Section 3;
  - 3.2.3. all information provided to us in connection with Your accreditation as a Registrar for the Registry TLD shall be true, accurate and not misleading; and that You shall notify us promptly in the event any of the foregoing representations and warranties cease to be true, accurate and/or become misleading and You will immediately provide us with any and all additional information requested by us to validate and verify Your accreditation status;
  - 3.2.4. You have all requisite power and authority to execute, deliver and perform Your obligations under this Agreement;
  - 3.2.5. this Agreement has been duly and validly executed and delivered by You and constitutes a legal, valid and binding obligation upon You, enforceable against You in accordance with its terms;
  - 3.2.6. the execution, delivery, and performance of this Agreement by You and the consummation by You of the transactions contemplated hereby will not, conflict with or violate: (i) any provision of law, rule, or regulation; (ii) any order, judgment, or decree to which it is subject; (iii) any provision of constitutional documents or other corporate governance documents; or (iv) any agreement or other instrument to which You are a party; and
  - 3.2.7. no consent, approval, or authorisation of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by You in connection with the execution, delivery, and performance of this Agreement or the taking of any other action contemplated herein.
- 3.3. **Compliance with Registry Policies.** In addition to complying with ICANN standards, policies, procedures and practices You shall comply with each of the Registry Policies as published on the Registry Website from time to time. In the event we determine, in our reasonable sole discretion, that You do not comply with any of the Registry Policies (the "**Non-Compliance Event**"), we have the right to terminate this Agreement in accordance with Section 9 if you have failed to remedy a Non-Compliance Event to our reasonable satisfaction and notify us of such remedy within 30

calendar days of us notifying You of the Non-Compliance Event. Notwithstanding the above if the Non-Compliance Event may cause a significant degradation of the Registry System, we may, in our sole discretion, temporarily suspend or restrict Your access to the Registry System. We will provide You with a reasonable advance notice via email, and/or via telephone of any temporary suspension or restriction, except where we are prevented from doing so due to circumstances outside of our control.

3.4. **Data Submission Requirements.** As part of Your registration and sponsorship of the Registered Name(s), You shall submit complete data as it is required by technical specifications of the Registry System. You hereby grant us a non-exclusive, non-transferable, irrevocable, limited licence to such data for propagation of and provision of authorised access to the TLD zone files and as otherwise required in our operation of the Registry TLD.

3.4.1. We will provide You with access to data files, which will be updated by us every twelve (12) hours. These data files will include all domains that are not available to be registered, including, but not limited to, registered domains and restricted or reserved domains that have not been registered. You shall submit any corrections or updates from a Registrant relating to the registration information for a Registered Name to us in a timely manner.

3.4.2. We are entitled to, at any time, verify (a) the truth, accuracy, and completeness of any information provided by the Registrant to us, whether directly, through any of the Registrars of record or otherwise; and (b) the compliance by the Registrant with the applicable Registry and ICANN policies. You and the Registrant shall fully comply and cooperate with us in connection with such verification and furnish all requested documentation as we may reasonably require to complete the verification. On a periodic basis, we will perform "spot" audits of the accuracy of WHOIS data in the Registry. Questionable data will be sent to You and You may be asked to investigate the WHOIS data. For the avoidance of doubt, the rights under this section are not available for any domain name subject to privacy/proxy service.

3.5. **Your Responsibility for Customer Support and Marketing.** You shall provide (a) level of support as directed by the Registry from time to time to accept orders for registration, modification, renewal, redemption or transfer of Registered Names; (b) customer service, billing and technical support to Registrants; and (c) emergency contact information to Registrants for critical situations such as domain name hijacking. Unless Parties agree otherwise, You shall provide us with reasonable cooperation in marketing campaigns and/or community outreach programs that we may commence from time to time.

3.6. **Registrar's Registration Agreement.**

3.6.1. At all times when You are submitting the registration of any Registered Name within the Registry System, You shall have in effect an electronic or paper Registration Agreement. You may from time to time amend or add alternative forms of Registration Agreement and You shall promptly notify us of any substantive amendment or the use of an alternative form(s) prior to those changes coming into effect. If not available on Your website to us, You shall furnish us with a copy or copies of any of Your Registration Agreement(s) (as specified in our written request) within five (5) Business Days from the date of our request.

3.6.2. You shall ensure that the Registration Agreement shall expressly contain the following provisions:

(a) requiring Registrants to:

- i. comply with all applicable laws, rules, policies and/or regulations, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures;
- ii. have any necessary authorisations, charters, licences and/or related credentials for their participation in the relevant market;
- iii. report to You any material changes to the validity of their necessary authorisations, charters, licences and/or related credentials;
- iv. comply with the appropriate regulations and licensing requirements required to continue to conduct their activities in the best interests of the customers they serve;
- v. provide accurate administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business; and

- vi. implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law, rules, policies and/or regulations as applicable to any Registrants who collect and maintain sensitive health and financial data;
  - (b) confirming that in the event of a transfer of a domain name from one Registrant to another registrant, You have the right to withhold registration of the transfer pending such Registrant's confirmation that the other registrant has the authorisations, charters, licences and/or related credentials for its participation in the relevant market;
  - (c) prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and implementing (consistent with applicable law and any related procedures) measures to prevent such activities including suspension of domain name that engage in these activities;
  - (d) publishing the Registry's AUP to which each Registrant must agree in order to be registered as a Registrant;
  - (e) provisions which notify the Registrants of Your obligations as their Registrar, including:
    - i. enforcing all ICANN policies including but not limited to, the requirement to provide accurate Registrant's contact information;
    - ii. publishing any underlying Registrant's information in WHOIS if the privacy/proxy provider determines that the Registrant has breached its obligation to provide accurate contact information; and
    - iii. complying with the ICANN Privacy and Proxy Rules; and
  - (f) requiring Registrants to (within thirty (30) calendar days of our demand) indemnify, defend and hold harmless the Registry (by express reference), Registrar, Resellers and their respective Affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal and administrative fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. The Registration Agreement shall further require that the Registrant shall not enter into any settlement or compromise of any such indemnifiable claim without our prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.
- 3.6.3. Furthermore, we reserve the right to:
- (a) add additional registration requirements, from time to time, in order to comply with new ICANN policies or to comply with certain Public Interest Commitments (PICs) applicable to the Registry TLD as part of the Registry Agreement and we will provide You with sixty (60) calendar days prior written notice via email or otherwise;
  - (b) periodically and without notice audit compliance with these provisions concerning the regulatory compliance by Registrants. For the avoidance of doubt, registration of non-complying Registrants will constitute a material breach of this Agreement and the provisions of Section 9 will apply.
  - (c) where Registrants are found to have lost any applicable accreditation or licences, to mitigate any potential harm to end-users by taking steps which are necessary in our sole discretion, including but not limited to suspension or deletion of the domain name.
- 3.6.4. In addition, the Registration Agreement shall inform the Registrant that its registration of the Registered Name is subject to:
- (a) the Uniform Domain Name Dispute Resolution Policy together with the UDRP Rules and all Supplemental Rules of any UDRP provider; and
  - (b) the Uniform Rapid Suspension System together with the URS Rules and all Supplemental Rules of any URS provider. It shall explain that the UDRP and URS may be changed by ICANN (or ICANN's successor)

at any time. If the registration or reservation of the Registry TLD domain name is challenged by a third party, the registration will be subject to the provisions specified in the UDRP and URS in effect at the time the Registry TLD domain name registration is disputed by the third party. In the event a Registry TLD domain name dispute arises with any third party, You will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP and URS.

- 3.7. **Compliance with Terms and Conditions.** Notwithstanding Section 3.3, You shall also comply with each of the following requirements in relation to the Registry TLD as posted on the Registry Website from time to time:
  - 3.7.1. ICANN standards, policies, procedures, requirements and practices for which we have monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN, and including the UDRP, Trademark Clearinghouse and Trademark Claims Service, the Trademark Post-Delegation Resolution Procedure, Registry Restrictions Dispute Resolution Procedure, Public Interest Commitment Dispute Resolution Procedure and the Uniform Rapid Suspension System; and
  - 3.7.2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by us in a non-arbitrary manner and applicable to all Registrars, including Resellers, and consistent with ICANN's standards, policies, procedures, requirements and practices, and the Registry Agreement.
- 3.8. We will use our commercially reasonable efforts to post on the Registry Website additional or revised operational standards, policies, procedures, and practices for the Registry TLD, sixty (60) calendar days' prior to them becoming effective.
- 3.9. **Notice of Law Enforcement Involvement.** To the extent permitted by applicable law, You will use reasonable efforts to notify us of any material legal issues involving a domain name registration in the Registry TLD including, for example, where a Registry TLD name has been seized by a government or law enforcement agency due to illegal activity on such website.
- 3.10. **Privacy/Proxy Services.** You must enforce all ICANN policies including but not limited to, the requirement to provide accurate Registrant contact information. You must publish any underlying Registrant information in WHOIS if the privacy/proxy provider determines that the Registrant has breached its obligation to provide accurate contact information. You shall comply with the ICANN Privacy and Proxy Rules.
- 3.11. **Personal Data.** You shall obtain the consent of each Registrant in the Registry TLD for the collection and use (as further described in the Registry Privacy Policy) of its Personal Data.
- 3.12. **Security.**
  - 3.12.1. You shall develop and employ in Your domain name registration business all reasonably necessary technology and technical, physical, and administrative measures to ensure that Your connection to the Registry System is secure and that all data exchanged between Your system and the Registry System shall be protected to avoid unintended disclosure of information. You shall employ the reasonable measures to prevent Your access to the Registry System granted hereunder from being used to: (i) access the Registry System without authorisation and/or to access, modify, acquire, or misuse the Registry System or data contained therein; (ii) transmit mass unsolicited, commercial advertising or solicitations to entities or individuals other than Your own existing customers; or (iii) enable high volume, automated, electronic processes that send queries or data to the systems of the Registry, any other registry operated under an agreement with ICANN, or any ICANN accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, we may require other reasonable security provisions to ensure that that the Registry System is secure and stable.
  - 3.12.2. You shall not provide identical registrar generated authorisation <authinfo> codes for Registered Names registered by different Registrants with the same registrar. We, in our sole discretion, may choose to modify <authinfo> codes for a given Registered Name and shall notify the sponsoring Registrar of such modifications by EPP poll event within 300 seconds of modification. Documentation of these mechanisms shall be made available to You by us. You shall provide the Registrant with timely access to the authorisation code, along with the ability to modify the authorisation code. You shall respond to any inquiry by a Registrant regarding access to and/or modification of an authorisation within five (5) calendar days.
- 3.13. **Resolution of Technical Problems.** You shall employ employees, contractors, and/or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP, the APIs and the systems of the Registry in conjunction with Your systems. In the event of significant degradation of the Registry System or other emergency, we may, in our sole discretion, temporarily suspend or restrict Registrar's access to the

Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any Registrar similarly situated, including Resellers. We will provide You with any advance notice via email, and/or via telephone of any temporary suspension or restriction, except where we are prevented from doing so due to circumstances outside of our control.

- 3.14. **Time.** In the event of any dispute concerning the time of a domain name registration (entry of a domain name registration into the Registry Database) the time shown in the Registry records shall prevail.
- 3.15. **Transfer of registration ownership.** You agree to implement transfers of the Registered Name registrations from another Registrar and vice versa pursuant to the ICANN Inter-Registrar Transfer Policy.
- 3.16. **Renewal and deletion of Registered Names.**
  - 3.16.1. *Renewal.* A renewal of a Registration Period in the Registry System may be made at any time, for a period of one (1) to ten (10) years, provided that in no event shall the total Registration Period for the Registered Name exceed (10) years, at any given time. Renewal for longer period shall automatically be reduced to 10 years, regardless of the actual period paid for or requested. Registrars agree to present Registrants with the renewal price for Premium Names upon registration.
  - 3.16.2. *Renewal Request.* To renew the Registration Period of a Registered Name prior to its expiry, a Registrant must request or enable its Registrar to submit a renewal request to us. Once validated and approved by us, we will debit the Registrar Account for the applicable Renewal Fees. If a Registrant selects a renewal period of more than 1 year or is charged by its Registrar on the basis of a renewal period of more than 1 year, the Registrar must request a renewal period that corresponds to the renewal period selected by the Registrant or charged for by the Registrar to the Registrant, and pay us the applicable Renewal Fee for the full maximum renewal period selected or paid for by the Registrant.
  - 3.16.3. *Auto Renewal.* Subject to Sections 3.16.4 through 3.17 below, upon the expiry of its Registration Period, each Registered Name is automatically renewed by us for one (1) year (regardless of the original Registration Period), and we will debit the Your balance in the Registrar Account for the applicable Fees for such additional year.
  - 3.16.4. *Deletion of Renewed Registered Names.* Following the automatic renewal of a Registered Name pursuant to Section 3.16.3, there is a forty-five (45) calendar day period in which the Registrar of record can request that we delete the Registered Name, notwithstanding the auto-renewal (the "**Auto Renew Grace Period**"). Subject to Section 3.16.5, such request must be made in good faith and at the request of the Registrant, with the exception of only clear instances of non-payment by such Registrant of the Renewal Fee. In such case, the Registrar of record shall be entitled to delete or suspend the Registered Name during the Auto Renew Grace Period. Any such suspension shall only be in place during the Auto Renew Grace Period, and shall be lifted at the end of this period. If the request to delete the Registered Name is validated and approved by us, we will then delete the Registered Name and credit the Registrar of record's Registrar Account with the amount previously debited for the auto-renewal. We will notify the Registrar of record of the deletion of the Registered Name. The Registrar of record must delete a Registered Name during the Auto Renew Grace Period if requested by the Registrant. Such Registered Name will then be made available to others for registration, in accordance with the Registry Policies.
  - 3.16.5. *Redemption of Deleted Registered Name.* Once a Registered Name has been deleted either pursuant to Sections 3.16.4 or 3.17, there is then a 30-day period in which the Registrant can redeem the Registered Name in order for the Registered Name to be re-registered. In order to redeem a Registered Name that has been deleted, a Registrant must ask its Registrar to submit a request to us to redeem the deleted Registered Name. The relevant Registrar will send the redemption request to us via EPP. Once the redemption request is validated and approved by us, we will redeem the Registered Name and debit such Registrar's balance in its Registrar Account for the Redemption Fee. The Registered Name will be re-registered as of its original expiry date. We will notify Registrar via EPP poll message that the deleted Registered Name has been redeemed.
- 3.17. **Insufficient Registrar Funds.** Notwithstanding any other provisions of this Agreement and/or unless otherwise agreed between the Parties, if You have insufficient funds to pay the Renewal Fee of the auto-renewal of a Registered Name at the time it expires, the Registered Name will not be renewed.. Instead, it will automatically be deleted, and a notice of such deletion will be automatically sent to You.
- 3.18. **Registrar Personnel.** You shall ensure all of Your Resellers, distributors and/or Affiliates, and their respective owners, directors, managers, officers, employees, contractors, agents, successors and assignees comply with all of the terms,

conditions, covenants and agreements set forth or referenced in this Agreement. You shall have primary responsibility and liability to us for all failures of any such persons to comply as if the failure was made by You.

- 3.19. **Resellers.** You may at Your discretion from time to time, designate one (1) or more resellers that will be permitted to provide Registrar services consistent with those permitted of You under this Agreement (each a “**Reseller**”). You shall enter into a paper or electronic agreement with each of Your Resellers (a “**Reseller Agreement**”) to ensure Your and their compliance with this Agreement. All Reseller Agreements shall expressly require that the Reseller comply with all of the terms and conditions of this Agreement and all of Registrar’s covenants, obligations, representations and warranties as set forth in this Agreement. You shall be primarily liable for all acts and omissions of Your Resellers as if the same were made by You directly, and our obligations under this Agreement shall not be increased due to Your appointment of any Resellers. Further, in each Reseller Agreement with a Reseller, You shall require such Reseller to indemnify, defend and hold us harmless (by express reference or by reference to all Registry operators) and its Affiliates and subsidiaries, as well as their respective owners, directors, managers, officers, employees, representatives, agents, service providers and contractors from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation legal fees and expenses (including on appeal), arising out of or relating to (a) any claim or alleged claim relating to any product or service of such Reseller; (b) any claim or alleged claim relating to any agreement with any Registrant that registers a Registered Name through Reseller; (c) any claim or alleged claim relating to the Reseller’s domain name registration business or other activities, including, but not limited to, the Reseller’s advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; and/or (d) any breach by the Reseller of any of the terms, conditions, covenants, obligations, agreements, representations or warranties set forth herein. Each Reseller Agreement shall further require that the Reseller shall not enter into any settlement or compromise of any such indemnifiable claim without our prior written consent. This indemnification obligation must be made to survive any termination or expiration of the Reseller Agreement and/or this Agreement. We reserve the right upon written notice to require Registrar to terminate any Reseller’s right to provide registrar services with respect to the TLDs if such Reseller fails to comply with any terms of this Agreement (a “**Reseller Breach**”) and to take any measures we deem necessary to prevent such Reseller from accessing the Registry System. Unless the nature of the Reseller Breach is such that it is incapable of being cured or the same breach has been committed previously by the same Reseller, our notice shall provide a ten (10) calendar day cure period.
- 3.20. **Communication with Registrants.** You shall provide Your Registrants with (i) the Registry Policies, including but not limited to the AUP, and (ii) important information about the use of the Registry TLD, as You may be reasonably instructed by us from time to time. In the event we receive any Personal Data relating to a Registrant, we shall never use such Personal Data, to contact the Registrant with a communication intended or designed to induce such Registrant to change Registrars, or for the purpose of selling non-Registry services to our Registrant. Notwithstanding the foregoing, nothing in this Agreement shall prevent us, or our Affiliates, from offering or selling products and services to any Registrants who are known to us through existing customer relationships.
- 3.21. **Trademark Claims Service.** In addition to Sections 3.3 and 3.4, You shall comply with all requirements of the Trademark Clearinghouse and notify the Registrants of any domain name that is registered in the Trademark Clearinghouse by presenting the Trademark Claims Notice form as described below:
- 3.21.1. You must only query the Claims Notice Information Service for domain names that have been applied for by a potential domain name Registrant, and may not query the Claims Notice Information Service for any other purpose;
- 3.21.2. You must, after acquiring Trademark Claims Notice information from the Claims Notice Information Service, clearly and conspicuously display the Trademark Claims Notice, containing the Trademark Claims Notice Information, to the potential domain name Registrant and inquire as to whether the potential domain name Registrant wishes to continue with the registration. Except during pre-registration, the Trademark Claims Notice must be provided by You at the time of potential registration in real time, without cost to the prospective domain name Registrant, and must be in the form specified in the Trademark Claims Notice;
- 3.21.3. The Trademark Claims Notice requires an affirmative confirmation by the potential domain name Registrant to continue with the registration (i.e. acceptance box should not be pre-checked). The Trademark Claims Notice must be provided by You to the potential domain name Registrant in English and should be provided by You to the potential domain name registration in the language of the Registration Agreement; and
- 3.22. **Uniform Rapid Suspension (URS).** In Your Registration Agreement(s) and on Your website, You shall provide a link to information regarding ICANN’s URS which can be found at: <http://newgtlds.icann.org/en/applicants/urs>. In the event where a URS complainant has prevailed, we are obliged to offer the option for such URS complainant to extend a

URS suspended domain name's registration for an additional year and You are obliged to pay the Renewal Fee for such domain name extension.

## 4. FEES

- 4.1. **Registry Credit Policy.** You agree to comply with all our payment and credit policy (the “**Registry Credit Policy**”) as provided to You and/or published on the Registry Website. We reserve the right to revise this policy from time to time at our sole discretion, provided that we shall provide at least sixty (60) calendar days’ prior written notice. The terms used in this Section 4 shall have the meanings ascribed to them in the Registry Credit Policy.
- 4.2. **Amount of Fees.** You agree to pay us the Fees set forth in the Fee Schedule attached to this Agreement and as provided to You by the Registry from time to time for the Registry Services made available by us for Registry TLD domain names (the “**Fees**”). We reserve the right to revise the Fees from time to time at our sole discretion, provided that we shall provide at least thirty (30) days’ notice to You prior to any change in Fees save for any increases in the Renewal Fee, in which case we shall provide at least one hundred eighty (180) calendar days’ notice to You. In any event, we do not intend to effectuate more than two (2) price changes per calendar year. With respect to renewal of the Registered Names: (a) we shall provide thirty (30) calendar days’ notice of any Fees increase if the resulting fee is less than or equal to (i) the initial fee charged for registrations in the TLD (within the first twelve (12) months of the Registry TLD offering), or (ii) for subsequent periods (after the first twelve (12) months of the Registry TLD offering), a fee for which we provided a notice within the twelve (12) month period preceding the effective date of the proposed fee increase, and (b) we do not need to provide notice of any fee increase for the imposition of the “**Variable Registry-Level Fees**” included in the Registry Agreement. The provisions of Section 10.3 shall apply to the notices given under this Section 4.2.
- 4.3. **Payment Terms.** We will, upon request from a Registrar and at our sole discretion, determine whether the Post-Pay payment terms shall be extended. We will evaluate such requests and make the decision based on, amongst other things, such Registrar’s size, credit rating and payment history.
- 4.3.1. *Credit Limit.* If You are approved for Post-Pay payment terms, we will, at our sole discretion, determine Your credit threshold and credit limit. In addition, we may require and set the terms for a credit facility or payment security.
- 4.3.2. *Registrar Account.* Unless as otherwise provided or required by any separate written agreement by the Parties, on the Effective Date, You shall deposit funds in a cash advance account (the “**Registrar Account**”) the amounts of which are set out in the Registry Credit Policy. We shall, at our sole discretion, require and set the minimum balance requirement for the Registrar Account, as well as require a further advance and any other payment security if we consider necessary at our absolute discretion.
- 4.4. **Payment of Fees.** All Fees are due (i) immediately upon receipt of applications for Sunrise (as defined in the Sunrise Registration Policy), General Availability (as defined in the Registry General Availability Policy), initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by us to You; and (ii) in accordance with the time frames specified in the Registry Launch Plan and Policy available at the Registry Website. For Pre-Pay Registrars, payment from the Registrar Account shall be made via draw down of the deposit account. For Post-Pay Registrars, payment is due net 30 calendar days from receipt of invoice. In both cases, we shall provide monthly invoice statements to You, which shall be sent via email to the contact information provided by You in this Agreement, or to such other address as specified by You in writing. You hereby expressly consent to our collection of the Fees set out in the Fee Schedule attached to this Agreement, including but not limited to the “**Variable Registry Level Fees**” included in the Registry Agreement.
- 4.5. **Taxes.** Each Party shall be responsible for its own tax liabilities in its respective territory, including any company or corporate tax, national taxes federal or state and all such payments hereunder shall be made without any deduction other than withholding tax (if applicable). In the event that either Party is obliged to make a payment for withholding tax, then the Party who is responsible shall pay the amount withheld promptly to the appropriate authority and shall provide the other Party with a verified original document (or other reasonable evidence) certifying that the amounts withheld have or will be accounted for to the appropriate authority. All amounts shown as payable under this Agreement are shown before value added tax or any other similar sales taxes which will be charged in addition to these amounts to the extent that it is applicable to do so. Any value added tax or any other similar sales taxes so charged shall be paid to the other Party on production of a valid value added tax or any other similar sales taxes invoice (or any such equivalent).
- 4.6. **Non-Payment of Fees.** In the event You have insufficient funds deposited or available through Your Registrar Account with us and/or You fail to pay any invoice on time in accordance with this Agreement, we may do any or all of the following:

- 4.6.1. stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar;
- 4.6.2. give written notice of termination of this Agreement pursuant to Section 9.2; and
- 4.6.3. pursue any other remedy under this Agreement or available at law.

## 5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1. In consideration of the disclosure to it of the other Party's Confidential Information, each Party, in its capacity as the receiving party, will:
  - 5.1.1. keep such Confidential Information strictly secret and confidential and not disclose it or permit it to be made available to anyone, except as provided for in Sections 5.2 and 5.5, and ensure that such Confidential Information is protected with security measures and a degree of care (and in any case no less than a reasonable degree of care) that it would apply to its own confidential information; and
  - 5.1.2. use such Confidential Information only for the purpose set out in this Agreement.
- 5.2. Each Party agrees, in its capacity as disclosing party, that the other party in its capacity as receiving party may disclose the disclosing party's Confidential Information:
  - 5.2.1. to its Affiliates and to its Affiliates' officers, directors, employees and professional advisers who need to know the Confidential Information to the extent necessary for the purpose set out in this Agreement; or
  - 5.2.2. with the disclosing party's prior written consent.
- 5.3. The receiving party will ensure that any such person to whom it passes any such Confidential Information, or any person who receives it on the receiving party's behalf (unless disclosed under Section 5.5) is fully aware in advance of the receiving party's obligations under this Agreement, and that the person is contractually or otherwise bound by appropriate obligations of confidence before access to such Confidential Information is granted.
- 5.4. Any breach of confidentiality by such employees, Affiliates or agents or other officers (whether during or after their employment with the receiving party) will be regarded as a breach by the receiving party and the receiving party acknowledges that it will be responsible for any breach of this Agreement by any person to whom it is permitted to disclose Confidential Information pursuant to this Section 5.4.
- 5.5. Notwithstanding Section 5.2, where (i) requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body; (ii) required by the rules of any stock exchange on which the receiving party's shares or other securities are listed; or (iii) required by the laws or regulations of any country with jurisdiction over the receiving party's affairs, the receiving party may disclose the Confidential Information to the extent required, provided that it immediately gives the other party notice of the circumstances and the opportunity, if it is permitted and such exists, to seek, at the other Party's own cost, to prevent or limit such disclosure.
- 5.6. If it is permitted, the receiving party agrees to notify the disclosing party upon becoming aware that any part of the disclosing party's Confidential Information has been disclosed in breach of this Agreement.
- 5.7. If requested in writing by the disclosing party, the receiving party will:
  - 5.7.1. promptly return to the disclosing party all of the disclosing party's Confidential Information (in the form provided to the receiving party) which is in the receiving party's or its Group's possession or control;
  - 5.7.2. to the extent possible, destroy or permanently erase (if in electronic format), all copies of such Confidential Information, or any part thereof, made by the receiving party or its Group and commit not to retrieve or use Confidential Information not destroyed or erased other than as required by law, audit or for compliance purposes; and
  - 5.7.3. use all reasonable endeavours to ensure that anyone to whom the receiving party or its Group has disclosed any such Confidential Information in accordance with Section 5.2 or Section 5.5 returns, destroys or permanently erases (if in electronic format) such Confidential Information and any copies thereof made by them and all parts thereof, in each case, save to the extent that the receiving party or its Group or such recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body and

not commits to retrieve or use such Confidential Information other than as required by law, audit or for compliance purposes.

- 5.8. If requested by the disclosing party, the receiving party will provide to the disclosing party a certificate, in writing, signed by a director of the receiving party declaring that it has complied with its obligations under Section 5.7.
- 5.9. Notwithstanding the foregoing, nothing in Section 5 shall be interpreted to diminish our rights with respect to the data referenced to in this Agreement and our obligations with respect to Personal Data shall be governed only by Sections 2.9 and 3.4; provided, however, that we agree not to disclose the names of active Registrants sponsored by You to any other Registrar unless and to the extent such disclosure is required to facilitate the transfer of Registered Names or pursuant to any governmental or regulatory requirement.

## 6. INDEMNITIES AND LIMITATIONS OF LIABILITY

- 6.1. You will indemnify us, and keep us indemnified on demand, in respect of all liabilities, losses or costs of any kind or nature whatsoever that may be incurred by us as a direct or indirect result of any failure by You or Your Registrants to perform any of the obligations under this Agreement, claims made in relation to Your Registration Agreement(s), Registry TLD or claims made in relation to any false information or declaration made either to us or to any third party. You acknowledge that this indemnity extends to our legal and administrative costs and expenses incurred in respect of taking any legal or investigatory action against You, or instructing any debt collection agency, to recover monies owed by You to us.
- 6.2. To the extent permitted by law, You will indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and/or costs resulting from or arising out of any act or omission by any Registrant and/or any person obtaining access to Your account, whether or not You authorised such access.
- 6.3. Without prejudice to any other terms of this Agreement, we will have no liability to You in relation to any loss that You suffer as a result of any delay or defect in or failure of the whole or any part of our Registry Website, email system or any other communication platform as we may advise You from time to time, software or any systems or network links or any other means of communication. We will have no liability to You, whether in contract or in tort (including negligence) in the event that any computer viruses, worms, software bombs or similar items are introduced into Your computer hardware or software, provided that we have taken reasonable steps to prevent any such introduction.
- 6.4. Unless a Party is prohibited from excluding such liability by law (for example, for losses relating to death or personal injury or caused by our fraud), and excluding for either party's breach of its obligations of confidentiality hereunder, neither Party shall be liable for any direct, indirect, special, incidental, punitive or consequential damages (including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation) caused by any act or omission of such Party under this Agreement. The total liability of the Parties to the other shall not exceed the amount paid by the Registrar for the previous twelve (12) months under this Agreement or USD\$500,000, whichever is greater.

## 7. RESERVATION OF RIGHTS

We reserve the right at our sole discretion to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that we deem necessary in order: (i) to protect the integrity and stability of the Registry; (ii) to comply with applicable laws, government rules or requirements, requests of law enforcement, or dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry, as well as its Group and its Affiliates, subsidiaries, officers, directors and employees; (iv) for violation of this Agreement, including but not limited to, the Schedule(s) and the Registry Policies; (v) for the non-payment of the Fees under this Agreement and any other Registry Policy, including but not limited to the Registry Credit Policy; (vi) where the domain name use is abusive or violates the Registry's AUP, or a third party's rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark; or (vi) to correct mistakes made by us or any Registrar in connection with a domain name registration. We also reserve the right at our sole discretion to place any or all domain names on registry hold, registry lock or similar status during resolution of a dispute in accordance with this Agreement and the Sunrise Dispute Resolution Policy or the Registry Dispute Resolution Policy (as applicable).

## 8. INSURANCE

You shall acquire, on or before the Effective Date, at least USD\$1,000,000 in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better and shall maintain insurance

meeting these requirements throughout the Term of this Agreement. You shall provide a certificate of insurance to us, current as of the Effective Date, upon our request. Such insurance shall entitle us to seek compensation under such policy on behalf of the Registry and its Affiliates and each of their directors, officers, and/or employees, in respect of all costs and damages (including reasonable legal or administrative fees) that any of them may suffer by reason of Your failure to meet Your indemnification obligations under this Agreement.

## 9. TERM AND TERMINATION

- 9.1. **Term of the Agreement; Amendments.** The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is five (5) years following the Effective Date. This Agreement shall automatically renew for additional successive five (5) year terms unless a Party provides notice to the other Party of termination at least thirty (30) calendar days prior to the end of the initial or any renewal term. In the event that revisions this Agreement are approved or adopted by ICANN, You may, within fifteen (15) calendar days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to us. In the event that we do not receive such notice of termination from You within the fifteen-day period, You shall be deemed to have accepted the revisions to this Agreement effective pursuant to the terms of our notice.
- 9.2. **Termination.**
- 9.2.1. *Termination for Cause.* In the event either Party materially breaches any of its obligations under this Agreement, including obligations under Section 3.3 and such breach is not substantially remedied within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching party may, by giving written notice to the other Party terminate this Agreement as of the date specified in such notice of termination.
- 9.2.2. *Termination at Your Option.* You may terminate this Agreement at any time by giving us thirty (30) calendar days' prior written notice of termination.
- 9.2.3. *Termination upon loss of Your Registrar Accreditation.* In the event Your accreditation by ICANN is terminated or expires without renewal, this Agreement shall terminate with effect from the date of termination or expiration of Your accreditation.
- 9.2.4. *Termination in the Event of Termination of Registry Agreement or Assignment.* In the event the Registry Agreement is terminated or expires without entry into a subsequent registry agreement with ICANN or this Agreement is not assigned under Section 0, this Agreement shall terminate with effect from the date of the termination or expiry of the Registry Agreement or on the expiry of its Term.
- 9.2.5. *Termination in the Event of Insolvency or Bankruptcy.* Either Party may terminate this Agreement if the other is adjudged insolvent or bankrupt, or if proceedings are instituted by or against it seeking relief, re-organisation or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of its property or assets or the liquidation, dissolution or winding up of its business.
- 9.2.6. *Termination after the Sunrise Period.* In the event You are solely accredited to sell the Registry TLD during the Sunrise Period, this Agreement shall automatically terminate on the expiry of the Sunrise Period unless Parties agree otherwise.
- 9.3. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:
- 9.3.1. We will complete the registration of all Registered Names processed by You prior to the effective date of such expiration or termination, provided that Your payments to us for the Fees are current and timely.
- 9.3.2. You shall comply with any applicable ICANN policies and procedures regarding transfer of its sponsorships of the Registered Names to another Registrar.
- 9.3.3. In the event we terminate this Agreement in accordance with the provisions of Sections 7 and/or 9.2 we reserve the right to immediately contact any and all Registrants to facilitate the orderly and stable transition of the Registrants to other Registrars.
- 9.3.4. All Fees due to us shall become due and immediately payable.
- 9.3.5. Notwithstanding the expiration or termination of this Agreement, the following Sections shall continue in full force and effect: 3.6.2, 3.6.4 , 3.19, 6, 7, 8, 9 and 10

## 10. MISCELLANEOUS

- 10.1. **Assignment.** We may assign, at our sole discretion, the rights and obligations of this Agreement to a third-party, in whole or in part, provided that any assignee agrees to abide by the terms of this Agreement. Such assignment will come into effect 10 Business Days following the day You are deemed to have received notice of the assignment in accordance with Section 10.3. Your rights and obligations to us under this Agreement are personal to You. This means that You may not assign the benefit and burden of this Agreement, whether in whole or in part, to any third-party without our prior written consent (such consent not to be unreasonably withheld).
- 10.2. **Force Majeure.** Neither Party shall be liable for any failure or delay (other than failure to make payment) caused by events beyond its control (a **"Force Majeure Event"**), including, without limitation, acts of God, fire, flood, earthquake, sabotage, failures or delays in transportation or communications, labour disputes, accidents, shortages of labour, fuel, raw materials or equipment, terrorist act, failures or delays of third party providers and other actions or inactions of third-parties or technical failures. If we determine that a Force Majeure Event exists 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 under this Agreement (other than payment obligations) during the first six (6) months of such interference provided that such Party uses best efforts to avoid or remove such causes of non-performance as soon as possible.
- 10.3. **Notices and Communications.** Except as otherwise provided herein, any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received if delivered by post, by hand or by e-mail to the address set forth in this Agreement and in accordance with this Section 10.3. We may communicate with You by telephone, letter or email or by posting a message on the Registry Website. Each Party will use the address, phone number, or email address specified in this Agreement or such other address or number as one Party may subsequently notify to the other Party. Unless You expressly specify otherwise, You agree that we may send the following notices to You by email: (i) notice of an amendment to the way in which we provide our service to You; and (ii) notice of an amendment to the terms of this Agreement and/or the Registry Policies (each a **"Message"**). We will not send You a paper copy of a Message sent to You by email. Sending a Message to You by email fully complies with all our obligations under the Agreement.
- 10.4. Any correspondence, documents, written notices, legal notices, confirmations or Messages will be deemed to have been properly given:
- 10.4.1. if sent by post to the address last notified by a Party, on the next Business Day after being deposited in the post;
  - 10.4.2. if hand delivered to the address last notified by a Party, immediately on being deposited at such address; and
  - 10.4.3. if sent by email, one hour after a Party has transmitted it to the email address last notified by the other Party.
- 10.5. It is Your responsibility to ensure, at all times, that: (i) we have been notified of Your current and correct address and contact details (any change to Your address or contact details must be notified to us immediately in writing, unless we agree to another form of communication); and (ii) You read all notices posted on the Registry Website from time to time in a timely manner.
- 10.6. Although email, the internet and other forms of electronic communication are often a reliable way to communicate, no electronic communication is entirely reliable or always available. You acknowledge and accept that a failure or delay by You to receive any communication from us sent by email, posted on the Registry Website or sent by other means whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that communication or any transaction to which it relates. We will not be liable to You for any loss or damage, howsoever caused, arising directly or indirectly out of a failure or delay by You or us to receive an email or other electronic communication or view a communication posted on the Registry Website. Further, You understand and accept that emails and other electronic communications we send to You may not be encrypted and therefore may not be secure. You acknowledge the inherent risk that communications by electronic means may not reach their intended destination or may do so later than intended for reasons outside our control. You accept this risk and agree that a failure or delay by us to receive any communication from You sent electronically, whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that communication or any transaction to which it relates.
- 10.7. **Amendments.** We may amend this Agreement and any arrangements made hereunder at any time by written notice to You. You will be deemed to accept and agree to the amendment unless You notify us to the contrary within thirty

(30) calendar days of the date of our amendment notice. If You do object to the amendment, the amendment will not be binding on You and the provisions of Section 9.2 will apply. Any amended agreement will supersede any previous agreement between us on the same subject matter and will govern any Registry TLD registered by You after the date the new edition comes into effect.

- 10.8. **Waiver.** No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges under this Agreement.
- 10.9. **Third party rights.** Except as expressly provided elsewhere in this Agreement, a person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 10.10. **Third party beneficiaries.** The Parties agree that this Agreement shall not be construed to create any obligation by either Party to any non-party to this Agreement, including any Registrants or ICANN.
- 10.11. **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 10.12. **Severability.** If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The Parties agree, in the circumstances referred to above, to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
- 10.13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 10.14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 10.15. **Governing law.** This Agreement is in all respects governed by English law and the courts of England and Wales will have non-exclusive jurisdiction to settle any disputes that may arise in relation thereto. Nothing in this Section will prevent us from bringing proceedings against You in any other jurisdiction. If You are situated outside of England and Wales, process by which any proceedings in England are begun may be served on You by being delivered to the address provided by You when You entered into this Agreement or to any new address subsequently notified to us. Nothing in this Section affects our right to serve process in another manner permitted by law and/or in accordance with the Sunrise Dispute Resolution Policy or the Registry Dispute Resolution Policy (as applicable).

*[Intentionally left blank]*

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2016 (the **"Effective Date"**).

REGISTRAR

\_\_\_\_\_

(Print Name of Registrar)

Address:

Contact Person:

Email:

Telephone:

I, \_\_\_\_\_, represent that I am an authorised agent of, and representative for, the Registrar, and that I have read this Agreement and agree to all of its terms on behalf of the Registrar.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DOTCFD REGISTRY LIMITED:

Address: CANNON BRIDGE HOUSE

25 DOWGATE HILL

LONDON EC4R 2YA

Contact Person: Alastair Hine

Email: [cfdbostonivy.co](mailto:cfdbostonivy.co)

Telephone: 001 416 549-8097

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_