



## Domain Registration Agreement

This Domain Registration Agreement (“Registration Agreement”) is between you (hereinafter referred as “**Reseller**”), any person or entity buying on behalf of the customer/ Registered Name Holder and/or person or entity registering a domain or domains (“**Registered Name Holder**”), AND the sponsoring as the registrar (“hereinafter referred as “**Registrar**”/ “**Openprovider**”)

By using the Registrar’s domain registration services (the “Services”), you agree to be bound by this Registration Agreement concurrently with Openprovider General Terms and Conditions, gtd specific terms and/or other policies laid down by the Registrar from time to time. If you do not agree to abide by this Registration Agreement, you are not authorized to use or access the Services. You acknowledge and agree that the Registrar may modify this Registration Agreement with or without notice in order to comply with any terms and conditions set forth by Internet Corporation for Assigned Names and Numbers (“ICANN”) and/or the applicable registry administrators (“Registry Administrators”) for the top level domains (“TLD”) or country code top level domains (“ccTLD”).

### 1. Effectiveness of Domain Registration

Your domain name registration shall become effective only upon the fulfillment of all of the following conditions:

1. You have accepted, without modification, all terms and conditions of this Registration Agreement, including Openprovider’s Terms of Service and any applicable ancillary documents;
2. Registrar has, in its sole discretion, approved your domain registration application;
3. The Registrar has received full payment of all applicable fees, including but not limited to registration, renewal, and reinstatement fees; and
4. The registrar has submitted your domain registration information to the applicable registry operator, and the relevant registry administrator has confirmed and activated the domain registration.

## 2. Required Domain Registration Information

- a. **Registration information.** As part of the domain registration process and in accordance with ICANN policies, a Registered Name Holder shall provide to Registrar accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration, including:
  - b. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder;
  - c. name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation;
  - d. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name;
  - e. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
  - f. the names of the primary nameserver and secondary nameserver(s) for the Registered Name;
3. A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure to update information provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for suspension and/or cancellation of the Registered Name registration.
4. Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

5. The Registered Name Holder can identify the sponsoring Registrar of his domain name by a WHOIS or RDAP lookup through <https://lookup.icann.org>.
6. Registrar shall provide notice to each new or renewed Registered Name Holder stating:
  - g. the purposes for which any personal data collected from the applicant are intended;
  - h. the intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);
  - i. which data are obligatory and which data, if any, are voluntary; and
  - j. how the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.
7. The Registered Name Holder shall consent to the data processing in accordance with the [Openprovider Data Processing Agreement](#).
8. The Registered Name Holder shall represent that notice has been provided equivalent to that described in Subsection 3 to any third-party individuals whose Personal Data are supplied to Registrar by the Registered Name Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in Subsection 4 of any such third-party individuals.
9. Registrar shall agree that it will not process the Personal Data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder in accordance with Subsection 3 above.
10. Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
11. The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.
12. For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where the Registrar is located.

13. The Registered Name Holder acknowledges and agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the timestamp shown in the Registry System shall control.
14. The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any Specification or Policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.
15. The Registered Name Holder shall indemnify and hold harmless the Registry Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.
16. The Registered Name Holder acknowledges and agrees that the Registry Operator reserves the right to deny, cancel or transfer any Registered Name registration or transaction, or place any Registered Name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration, or (iii) for the non-payment of Fees to Registry Operator.
17. The Registered Name Holder agrees on paying the applicable fees communicated by his domain provider. If and only if said provider is unable to renew or restore the domain, contact the registrar by replying to this e-mail. Registrar.eu's fees are available at <https://www.openprovider.com/domain-registration-prices>
18. The Registered Name Holder is prohibited 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 providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.
19. The Registered Name Holder shall comply with ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN. These policies include, but are not limited to, the [Uniform Domain Name Dispute Resolution Policy](#) (UDRP), the [Uniform Rapid Suspension Procedure](#) (URS) and the [Transfer Dispute Resolution Policy](#). The Registered Name Holder shall comply with any and all applicable national,

state or local law, regulation or court order in relation to its operations and registrations of the Registry TLD. The Registrar expressly reserves the right, at its sole discretion and without incurring any liability to you, to suspend or terminate your access to the Services, and/or to disclose your Registration Information in any publicly accessible WHOIS database or to any third party, at any time and without prior notice, in the event of your non-compliance with any of the foregoing compliance obligations or applicable policies, laws, or contractual requirements.

20. For registries supporting premium domain names, the Registered Name Holder acknowledges and agrees that non-standard domains may have non-uniform registration and renewal pricing such that the Registration Fee for a non-standard domain name registration may differ from the Registration Fee for a standard domain name registration in the TLD.

**21. Registration Information:**

- a. **Use and Disclosure of Registration Information:** You expressly acknowledge and agree that the Registrar may disclose the Registration Information and any Additional Registration Information you provide to ICANN, the applicable registry operator(s), and any other relevant third-party registry administrators as required to fulfill its obligations under applicable policies, laws, and contractual arrangements. You further acknowledge and agree that ICANN and the relevant registry administrators may adopt, implement, or amend guidelines, standards, limitations, and/or requirements governing the nature, scope, and extent of information that the Registrar is permitted or required to disclose to the public, to private entities, or to regulatory authorities, as well as the manner and format in which such information is disclosed. By submitting such information, you hereby consent to all such disclosures and uses of your Registration Information and Additional Registration Information (including any updates thereto), whether such disclosures occur during the term of your domain registration or thereafter. You further irrevocably waive any and all claims, demands, rights, or causes of action whether known or unknown that may arise from, or relate to, the Registrar's disclosure or use of your Registration Information and Additional Registration Information in accordance with this clause and the applicable policies.
- b. **Ownership of data.** You agree and acknowledge that the Registrar owns all database, compilation, collective and similar rights, title and interests worldwide in our domain database ("Domain Database"), and all information and derivative works generated from such Domain Database, which contains Registration Information and Additional Registration Information. You further agree and acknowledge that the Registrar may use the following information for those domain registrations for which we are the registrar: (a) the original creation date of the registration; (b) the expiration date of the registration; (c) the name, postal address, email address, voice telephone number, and where available fax

number of the technical contact, authorized contact, zone contact and billing contact for the domain registration; (d) any remarks concerning the registered domain that appear or should appear in the WHOIS or similar database; and (e) any other information the Registrar generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. The Registrar does not have any ownership interest in your specific personal registration information outside of its rights in its Domain Database. The Registrar agrees to take reasonable precautions to protect your specific personal registration information from loss, misuse, unauthorized access or disclosure, alteration or destruction.

**22. Registrant Verification.** Pursuant to the [Whois Accuracy Specification Program](#) published by ICANN, Registrar shall verify the email address of the Registered Name Holder by sending an email to the Registered Name Holder requiring an affirmative response from the Registered Name Holder which must be returned in a manner designated by the Registrar. Registrar is required to verify the Registered Name Holder's email address within 15 days of any registration, transfer, or change to the Registered Name Holder's contact information. The Domain Name Holder's failure to verify the contact information within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

- a. The Registrar expressly reserves the right, in its sole discretion and without any liability to you whatsoever, to suspend or cancel your use of the Service and/or reveal the Registration Information in any public WHOIS search or to any third party at any time without notice to you:
  - To comply with any applicable laws, rules, regulations or requirements, or with any subpoenas, court orders, official government inquiries or requests of law enforcement;
  - To comply with [ICANN's Uniform Domain Name Dispute Resolution Policy](#);
  - To resolve any and all third-party claims, whether threatened or made,, including without limitation, to avoid a dispute of any claim that the registered domain name violates or infringes a third party's trademark, trade name, or other legal rights;
  - In the event you breach any provision of this Domain Registration Agreement or any other agreement you've entered into with the Registrar;

- To comply with the rules, procedures, or practices of the registry that governs the domain name extension ;
  - To avoid any financial loss or legal liability (civil or criminal) on the part of the Registrar, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors, or employees;
  - To prevent inappropriate activity that comes to the Registrar's attention, including without limitation if you are using Domain Privacy to hide your involvement in illegal or morally objectionable activities, including without limitation, activities that are intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism, or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data, or personally identifiable information.
- b. Pursuant to Paragraph 3.7.7.3 of [ICANN's Registrar Accreditation Agreement](#) ("RAA"), you hereby acknowledge and agree that in the event you license the use of a Registered Name (as defined in the RAA) to a third party, you shall nonetheless remain the Registered Name Holder of record and retain full legal responsibility for the domain name.
- c. As the Registered Name Holder, you shall be obligated to provide and maintain accurate and complete contact information, including current technical and administrative contact details sufficient to enable timely resolution of any issues that may arise in connection with the Registered Name.
- d. Furthermore, by licensing use of the Registered Name, you expressly agree to accept liability for any harm resulting from the misuse or wrongful use of the Registered Name by the licensee, unless and to the extent that you promptly disclose to the party asserting such harm (i) the identity of the licensee, and (ii) the current and accurate contact information provided by the licensee, within seven (7) calendar days of receiving a written request accompanied by reasonable evidence of actionable harm.

- e. Failure to comply with the foregoing shall result in the Registered Name Holder being deemed fully responsible for all resulting liabilities and consequences arising from such use. If the Registered Name Holder fails to verify the contact changes, Registrar shall suspend the Registered Name.

## 23. Registration Renewal

- f. **Renewal obligations.** You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration, should you so desire their renewal. Depending on the renewal policies of the gTLD and ccTLD Registries, you may renew your domain at any time before the expiration date. the Registrar shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.
- g. You may be notified at the Registrar's sole discretion when renewal fees are due. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled. Payment must be made with the available payment methods in the Reseller Control Panel. If your billing information is not accurate, you are solely responsible for the failure to renew. Additional information about domain renewals and domain deletions are available [here](#). Current renewal and redemption fees can be found in the Detailed Domain Pricing Overview of the Reseller Control Panel.
- h. **Autorenewal.** You agree that if you paid for any services provided hereunder by credit card or other payment service (such as PayPal), you hereby authorize but do NOT obligate, the Registrar to automatically charge your credit card or payment service account and renew the applicable service(s) on or before their renewal date using the credit card or other acceptable payment information you have provided to the Registrar, unless you notify the Registrar that you do not wish to participate in the Registrar's automatic renewal process. The Registrar must receive notification of your intent to not renew (opt-out) no later than sixteen (16) days prior to the renewal date. In the absence of such notification from you, the Registrar will automatically renew, for a period of one (1) or two (2) years, as set forth by the applicable registry depending on the TLD or ccTLD of your domain name, any domain that is up for renewal and will charge the credit card or payment service account you have on file with the Registrar, at the Registrar's then current rates. You are solely responsible for the credit card or other payment information you provide to the Registrar and must promptly inform the Registrar of any changes thereto (e.g., change of expiration date or account number). If the credit card or payment service account has expired or is otherwise invalid, you are solely responsible for a failure to renew and the Registrar shall not be liable for your failure.

- i. **Expired domain names.** Should you choose not to renew your domain name, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf as an expired domain transfer
  
- j. **Domain Dispute Resolution Policy:** You agree to be bound by the appropriate domain dispute resolution policy (“Dispute Policy”) applicable to the domain that you have selected, including the Uniform Domain Name Dispute Resolution Policy, which can be found [here](#). The Dispute Policy has been developed by ICANN and/or the specific Registration Administrator(s) and is incorporated by reference in this Registration Agreement. Certain disputes are subject to the applicable Dispute Policy. In the event such dispute arises, you agree that you will be subject to the provisions specified in the applicable Dispute Policy in effect at the time your domain registration is disputed by a third party. You further agree that, in the event a domain dispute arises with any third party, you will indemnify and hold the Registrar harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. The Dispute Policy may be modified at any time by ICANN or the applicable Registry Operator, and your continued use of the domain registered to you after any such Dispute Policy modification shall constitute your acceptance of the modified Dispute Policy and this Registration Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled or transferred to a different domain registrar. For the adjudication of disputes concerning or arising from use of the second level domain (“SLD”) name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder’s domicile and (2) where registrar is located. In addition, you agree to the rules of ICANN’s Uniform Rapid Suspension (“URS”) and to submit to any proceedings commenced pursuant to the URS, if applicable.

## 24. Change of Registrant Of Domains

- a. **Change of Registrant.** For all gTLDs, any material changes to a domain name registrant’s name, Registrar, email address, or to the administrative contact email address (if there is no registrant email address) are subject to [ICANN’s Transfer Policy](#).
  
- b. **Transfer of registration to another registrant.** The entity or person named as the “registrant” at the time the controlling user name and password are secured shall be the registrant of the domain. You agree that prior to the effectiveness of any transfer of ownership of your domain to another entity, the Registrar reserves the right to enforce any amount published for the transfer of ownership of a domain. You further agree that, as a condition of any such transfer of ownership of the domain, the party to which you seek to transfer your domain shall agree in writing (electronic acceptance is acceptable) to be bound by the terms and conditions of this Registration Agreement. Your domain will not be transferred

until we receive such written assurances (or reasonable assurance as determined by the Registrar in its sole discretion) and actual payment of the transfer fee, if any is imposed. You acknowledge and agree that if you attempt to transfer your domain registration without paying the Registrar the amount published for the transfer of ownership of a domain, or if the entity to which you seek to transfer your domain fails to agree in writing to be bound by all terms and conditions of this Registration Agreement, any such transfer will be null and void, and will result in your domain registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain.

- c. **When changing the name of registrant within the Registrar**, you agree that at the Registrar's discretion, the domain name may be changed back to the registrant listed immediately prior to the change upon written (email is acceptable) request within five (5) days (or such reasonable time as determined at the Registrar's discretion) by registrant that was listed immediately prior to change or in the event of suspected fraud in connection with the change of the registrant name as determined by the Registrar in its sole discretion.
- d. **Transfer of registration to or from another registrar.** When transferring a domain name into the Registrar as the new registrar of record and simultaneously changing the name of registrant or subsequently changing the name of registrant, you agree that the domain name may be re-transferred back to the losing registrar upon written (email is acceptable) request by registrant that was listed immediately prior to transfer or upon request by losing registrar or in the event of suspected fraud in connection with the transfer as determined by the Registrar in its sole discretion. At the time of transfer into the Registrar you must complete all required information requested through the online transfer application, i.e., contact information, nameserver information, etc. the Registrar may elect to accept or reject your domain name transfer application for any reason at its sole discretion. You are not entitled to any refund in relation to the domain name transferred to another registrar.
- e. **RESTRICTIONS ON REGISTRAR TRANSFERS.** For generic top-level domains governed by ICANN, you agree that you may not transfer your domain registration to another domain registrar during the first thirty (30) days from the effective date of your: (1) initial domain registration or (2) completion of a domain transfer into the Registrar. If you choose to utilize our transfer lock service, you agree to provide written authorization (electronic acceptance is acceptable) to the Registrar for the transfer of the domain to another registrar and agree to pay any and all fees that may be charged by the Registrar to effect the transfer. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy.

- f. For country-code top-level domains, as established by each registry, you agree that you may not transfer a domain to another registrar during the first sixty (60) days of the initial registration or after expiration of the domain. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy.
- g. Subject always to ICANN Consensus Policies, Temporary Specifications, and any applicable laws or regulations, the Registrar shall be entitled to apply the *ClientTransferProhibited* status ("Transfer Lock") to a domain name in the following instances:
  - (i) **Initial Registration:** At the point of initial registration of the domain name, provided that:
    - (a) the Registrar's Registration Agreement with the Registered Name Holder expressly sets forth the terms and conditions under which such Transfer Lock may be imposed; and
    - (b) the Registered Name Holder has provided explicit, informed consent to the application of the Transfer Lock
  - (ii) Upon receipt of a clear, verifiable, and authenticated request from the Registered Name Holder for the application of the Transfer Lock, where such request is made in accordance with, and subject to, the terms and conditions of the applicable Registration Agreement.
  - (iii) Where the imposition of the Transfer Lock is required for compliance with:
    - (a) applicable laws or regulations; or
    - (b) binding ICANN specifications, policies, or directives, including without limitation consensus policies and temporary specifications.
- h. Any application of the *ClientTransferProhibited* status other than as expressly permitted herein shall constitute an impermissible restriction on inter-registrar transfers.

## 25. RIGHTS AND OBLIGATIONS OF REGISTRAR

- i. Pursuant to the [Expired Registration Recovery Policy](#) (the "ERRP"), Reseller shall send expiration renewal reminders to the Registered Name Holder via email and may also be required to interrupt services to the domain upon expiration as applicable pursuant to the ERRP.
- j. Notwithstanding anything to the contrary, Registrar, expressly reserves the right to, without notice or refund: (i) access, delete, suspend, deny, cancel, modify,

intercept, analyze, copy, backup, redirect, log usage of, monitor, limit access to or of, take ownership of, or transfer any Order; (ii) delete, suspend, freeze, or modify Reseller's access to Registrar Services; (iii) publish, transmit, share data from any Order with any person or entity, or contact any entity associated with an Order, to recover any payment from Reseller for any service rendered by Registrar including services related to this Agreement for which Reseller has been notified and requested to remit payment; (iv) publish, transmit, share data from any Order with any person or entity, or contact any entity associated with any Order, or (v) correct any mistakes associated with any Order, including with processing or executing any Order, with retroactive effect.

- k. Registrar may terminate this Agreement at any time, with or without notice, in its sole discretion: (i) in the case of any actual or potential breach or violation of this Agreement by Reseller or its Customers; (ii) to protect the integrity and stability of Registrar Services, or (iii) to comply with any applicable laws, government rules or requirements, or any applicable dispute resolution process; (iv) to avoid any liability, civil or criminal, on the part of Registrar and/or its Service Providers, or their affiliates, subsidiaries, officers, directors and employees.
- l. In case an Order has expired, is suspended, or if a Registered Name does not contain valid information to direct it to any destination, Registrar may redirect any Registered Name to any Internet Protocol ("IP") address including, without limitation, to an IP address which hosts a parking page or a commercial search engine for monetization purposes. Reseller acknowledges that Registrar does not control and is not able to monitor the content on any redirected web page, including whether the content infringes any legal rights, including but not limited to, intellectual property rights or violates any other rights or any applicable rule, regulation or law. Accordingly, Registrar expressly disclaims any liability or damages caused directly or indirectly by such redirection.
- m. Registrar may utilize all information necessary from any and all Orders to comply with the data escrow deposit requirements established by paragraph 3.6 of the RAA and any other policies and procedures established by ICANN relating to data escrow deposits.

## **26. RIGHTS AND OBLIGATIONS OF RESELLER**

- n. Reseller must enter into a paper or electronic registration agreement with each of its Customers substantially similar to this Agreement between you and the Domain Name Registrant. The registration agreement shall contain all provisions and notices required by the RAA and any applicable ICANN Consensus Policies, including, but not limited to the following:

- Reseller shall require its Customers to submit accurate and reliable contact details and to correct and update them within seven (7) days of any change during the term of the Registered Name registration in accordance with the requirements laid down in this Domain Name Registration Agreement.
- A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure to update information provided to Registrar via Reseller within seven (7) days of any change, or its failure to respond for more than fifteen (15) days to inquiries by Reseller or Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration, shall constitute a material breach of the registration agreement between Customer and Reseller and will be a basis for suspension and/or cancellation of the Registered Name registration.
- Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information sufficient to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.
- Reseller shall notify each new or renewed Registered Name Holder of, and shall obtain consent for, each of the following:
  - The purposes for which any Personal Data collected from the Customer are intended;
  - The intended recipients or categories of recipients of the data ,including Registrar and the Registry Operator and others who will receive the data from Registry Operator;
  - Which data are obligatory and which data, if any, are voluntary; and

- How the Registered Name Holder or data subject can access and, if necessary, correct the data held about them.
- Registered Name Holder shall represent that notice has been provided equivalent to that described in [RAA Subsection 3.7.7.4](#) to any third-party individuals whose Personal Data are supplied to Registrar by the Registered Name Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in [RAA Subsection 3.7.7.5](#) of any such third-party individuals.
- Reseller agrees that it will not process Personal Data collected from the Registered Name Holder in any way incompatible with the purposes or limitations stated in its notice to the Registered Name Holder provided in accordance with [RAA Subsection 3.7.7.4](#).
- Reseller agrees that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.
- For the adjudication of disputes concerning or arising from use of a Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.
- Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN specification or policy, or pursuant to any registrar or registry procedure not inconsistent with any ICANN specification or policy: (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.
- Customer shall indemnify and hold harmless both Registrar and Registry Operator and each of its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.

- Reseller shall identify the registrar of record when requested.
  - Reseller shall require its Customers to consent to ICANN's [Uniform Domain-Name Dispute-Resolution Policy](#) and [Uniform Rapid Suspension Procedure](#).
  - Reseller shall require its Customers to agree to explicitly authorize us to act as Designated Agent to approve a change of registrant on behalf of the Prior Registrant and the New Registrant, consistent with the requirements of ICANN's [Transfer Policy](#).
- o. Reseller agrees that Registrar Services under this agreement may be made available to a Customer only after the Customer enters into a legally binding agreement which is no less protective of Registrar than this Agreement and which contains the requirements contained herein as applicable to Reseller. Reseller acknowledges and agrees that Reseller will be responsible for ensuring Customer compliance with applicable terms and conditions and shall be responsible for any liability resulting from Customer's noncompliance with such terms and conditions. The Reseller shall be obligated to comply, at all times, with the terms and conditions of this Agreement, as well as with any supplemental policies, procedures, technical requirements, or regulatory documents issued by the Registrar. The Partner shall further be responsible for ensuring that all obligations arising under such documentation are duly communicated to, and fully complied with by, the DomainHolder with whom it interacts or to whom it provides services under this Agreement.
- p. The reseller shall identify the sponsoring registrar upon inquiry from the customer.
- q. Reseller shall comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of providers of proxy and privacy registration services (a "Proxy Accreditation Program"). Among other features, the Proxy Accreditation Program may require that: (i) proxy and privacy registration services may only be provided by individuals or entities accredited by ICANN pursuant to such Proxy Accreditation Program; and (ii) Registrar prohibit Resellers from knowingly accepting registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant to the Proxy Accreditation Program. Until such time as the Proxy Accreditation Program is established, Reseller shall comply with the [Specification on Privacy and Proxy Registrations](#).
- r. Reseller shall clearly display on any website it operates for domain registration or renewal a link to ICANN's Registrants' Benefits and Responsibilities (currently

available at <http://www.icann.org/en/resources/registrars/registrar-rights/benefits>) and shall not take any action inconsistent with the corresponding provisions of the RAA or applicable law.

- s. Reseller shall clearly display on any website it operates for domain registration or renewal a link to the appropriate ICANN webpage detailing Registrar Educational Information (currently available at <http://www.icann.org/en/resources/registrars/registrar-rights/educational>).
- t. Reseller shall not display the ICANN or ICANN-Accredited Registrar logo, or otherwise represent themselves as accredited by ICANN, unless they have written permission from ICANN to do so.
- u. Reseller shall be responsible for providing customer service, billing support, and technical support to Customers unless otherwise provided in the terms on the applicable Reseller Program webpage on our website.
- v. Reseller acknowledges that in the event of any dispute and/or discrepancy concerning any data element of any transaction, the data element in Registrar's records shall prevail.
- w. Reseller acknowledges that all information about Customer that Reseller transmits to Registrar is accessible by Registrar.
- x. Reseller shall not make any changes to any information or configuration of an Order without explicit authorization from Customer of that Order.
- y. Reseller acknowledges that Registrar Services may be obtained through Service Providers, and as such, changes in structure or contracts may occur, and as a result services may be adversely affected. Reseller acknowledges and agrees that Registrar shall not have any liability associated with any such occasion.
- z. Reseller agrees to provide to Registrar complete and accurate Reseller Contact Details and to update any Reseller Contact Details within seven (7) calendar days of any change.
- aa. During the Term of this Agreement and for two (2) years thereafter, Reseller shall maintain the following records relating to its dealings with us, Customers, prospective Customers and/or their agents or authorized representatives, in electronic, paper or microfilm form:

- All current and past Orders with Reseller, including dates and amounts of all payments, discount, credits and refunds;
- Customer's acceptance of Reseller's registration agreement, including date, time, and Registered Name;
- All information relating to the request for a transfer of a Registered Name to or from Registrar, in accordance with ICANN's [Transfer Policy](#); and
- All written communications with respect to Registrar Services.

bb. Reseller shall provide these records to us within seven (7) calendar days of our request.

cc. Reseller shall provide notice to each new or renewed Registered Name Holder stating: (i) the purposes for which any Personal Data collected from Customer are intended; (ii) the intended recipients or categories of recipients of the data (including Registrar, Registry Operator and others who will receive the data from Registry Operator); (iii) which data are obligatory and which data, if any, are voluntary; and (iv) how the Registered Name Holder or data subject can access and, if necessary, correct the data held about them. The Registered Name Holder shall consent to the data processing agreement.

dd. Reseller shall ensure that the identity and contact information provided by Customer of any privacy or proxy registration service offered or made available by Reseller in connection with each registration will be deposited with Registrar or, alternatively, display a conspicuous notice to such Customers, at the time an election is made to utilize such privacy or proxy service, that their data is not being escrowed by Registrar. In addition, Reseller shall comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of individuals or entities who provide proxy registration services.

ee. Reseller shall comply with the [Data Retention Specification](#) established by ICANN. In the event Registrar must request disclosure of any information covered by the Data Retention Specification in order to perform required self-audits or as otherwise required to comply with a request from ICANN, Reseller is required to disclose information identified in the Data Retention Specification within seven (7) calendar days of Reseller's request. Any privacy policy established by Reseller shall disclose the potential use of this information in this manner.

ff. Reseller shall comply with the validation requirements contained in Section 1(a)-(d) of the [Whois Accuracy Program Specification](#). Reseller will have ninety

(90) days from the date of notification by Reseller to comply with the requirements of Section 1(e) of the [Whois Accuracy Program Specification](#).

gg. Reseller shall comply with ICANN's [Expired Registration Recovery Policy](#).

hh. When requested by Registrar, Reseller shall comply with all requests for production of information to confirm compliance within the date specified in the request. Failure to comply with such a request shall constitute a material breach of this Agreement and may result in termination and/or temporary suspension of services pursuant to Section 5 below.

ii. Reseller shall comply with all other terms or conditions established from time to time by Registrar, Registrar's Service Providers, ICANN, and/or Registry Operators.

## **27. Agents and Licensing**

You agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity listed as registrant as a principal to this Registration Agreement, including the applicable Dispute Policy. You accept liability for any actions of the licensee using the domain unless you promptly disclose the current contact information provided to you by the licensee and the identity of the licensee to any party providing reasonable evidence of actual harm.

## **28. Representations and Warranties**

In the event that, in registering the domain, you are providing information related to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Registration Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Registration Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate.

## **29. Indemnification**

a. **Indemnification of the Registrar.** You will indemnify, hold harmless, and defend the Registrar and its subsidiary and parent entities, predecessors, successors, affiliates, and assigns, the Registry Administrators, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party

(and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arises out of: (a) your breach of this Registration Agreement or any of the Registrars policies applicable to this domain registration or related services, (b) the operation of your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy). "Reasonable attorneys' fees and costs" as used in this Section 13 includes without limitation fees and costs incurred to interpret or enforce this Section 13. the Registrar may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim. The Registrar will provide you with reasonably prompt notice of any Claim.

- b. **Indemnification of ICANN and Registry Operators.** You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to VeriSign, Inc., Public Interest Registry, Afilias Limited, SITA, NeuLevel, Inc., and NeuStar, Inc.) and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same. Some Registry Operators may not allow this indemnification provision to apply, as contained herein; in such cases, this provision is in effect to the full extent permitted by law as applicable to such Registry Operator.
- c. These indemnification obligations shall survive the termination or expiration of this Registration Agreement.

### **30. Warranty Disclaimer; Limitation of Liability**

- d. **Disclaimer of warranty.** THE REGISTRARr MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS REGISTRATION AGREEMENT OR ANY OF ITS SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WITHOUT ANY LIMITATION TO THE FOREGOING, THE REGISTRARr MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN UNDER THIS REGISTRATION AGREEMENT WILL PREVENT CHALLENGES TO YOUR DOMAIN REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF ANY DOMAIN REGISTERED TO YOU.

- 31. Limitation of liability.** YOU AGREE THAT THE REGISTRAR AND THE INDEMNIFIED PARTIES, WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (A) SUSPENSION OR LOSS OF THE DOMAIN REGISTRATION IN YOUR NAME; (B) USE OF YOUR DOMAIN REGISTRATION BY YOU OR OTHERS, WHETHER OR NOT AUTHORIZED BY YOU TO HAVE SUCH USE; (C) INTERRUPTION OF BUSINESS; (D) ACCESS DELAYS, DENIAL OF SERVICE (DOS) ATTACKS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEBSITE(S) YOU ACCESS BY THE DOMAIN REGISTERED IN YOUR NAME; (E) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (F) EVENTS BEYOND THE REGISTRAR'S OR ANY OF SUCH INDEMNIFIED PARTIES' REASONABLE CONTROL; (G) THE PROCESSING OF YOUR DOMAIN APPLICATION; (H) ANY FAILURES OF ENCRYPTION OR OTHER SERVICES PROVIDED; OR (I) APPLICATION OF THE DISPUTE POLICY. THE REGISTRAR AND THE INDEMNIFIED PARTIES ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE REGISTRAR OR ANY OF SUCH INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE REGISTRARS OR ANY OF SUCH INDEMNIFIED PARTIES' MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN THAT IS AT ISSUE FOR THE THEN-CURRENT PERIOD OF REGISTRATION.
- 32. Notices.** You agree that any notices required to be given under this Registration Agreement by the Registrar to you will be deemed to have been given if delivered in accordance with the contact information you have provided.
- 33. Relationship.** The Registrar and you are independent contractors and nothing contained in this Registration Agreement places the Registrar and you in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.
- 34. Waiver.** No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Registration Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- 35. Severability.** If any provision or portion of any provision of this Registration Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it

is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

- 36. Assignment.** You may not assign or transfer this Registration Agreement or any of your rights or obligations hereunder, without the prior written consent of the Registrar and/or without using the Registrar's domain transfer process in compliance with ICANN's policies. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. The Registrar may assign its rights and obligations under this Registration Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Registration Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. You agree that the Registrar may transfer your domain name from one accredited registrar to another accredited registrar without requiring your consent, to the extent not prohibited by ICANN or applicable registry rules or by applicable law.
- 37. Intellectual property.** Except for your Content (as defined above), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "Registrar Content"), are the proprietary property of the Registrar. No Registrar Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purposes in any form or by any means, in whole or in part, other than as expressly permitted in this Registration Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Registrar Content. Any use of the Registrar Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the services and the Registrar Content granted herein. All rights of the Registrar or its licensors that are not expressly granted in this Registration Agreement are reserved to the Registrar and its licensors.
- 38. Entire agreement.** This Registration Agreement, and the attachments and documents referenced herein, including but not limited to the applicable Dispute Policy (as modified from time to time), constitute the complete and exclusive agreement between you and the Registrar, and supersede and govern all prior proposals, agreements, or other communications with respect to the subject matter hereof.
- 39. Governing Law.** Any issues or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Netherlands and the Courts in Netherlands shall have the exclusive

jurisdiction. Notwithstanding the foregoing, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.