

# Domain Name Registration Agreement

(Last Updated: October 12, 2009)

© DomainPeople. All Rights Reserved.

## TABLE OF CONTENTS

- > General Provisions
- > Uniform Domain Name Dispute Resolution Policy (Exhibit 'A')
- > Charter Eligibility Dispute Resolution Policy (Exhibit 'B')
- > Provisions specific to ".CA" TLDs (Schedule '1')
- > Provisions specific to ".BIZ" TLDs (Schedule '2')
- > Provisions specific to ".INFO" TLDs (Schedule '3')
- > Provisions specific to ".US" TLDs (Schedule '4')
- > Provisions specific to ".CN" TLDs (Schedule '5')
- > Provisions specific to ".PRO" TLDs (Schedule '6')
- > Provisions specific to ".DE" TLDs (Schedule '7')
- > Provisions specific to ".EU" TLDs (Schedule '8')
- > Provisions specific to ".MOBI" TLDs (Schedule '9')
- > Provisions specific to Other ccTLDs (Schedule '10')
- > Provisions specific to ".TW" ccTLDs (Schedule '11')
- > Provisions specific to ".Asia" TLDs (Schedule '12')
- > Provisions specific to ".NAME" TLDs (Schedule '13')
- > Provisions specific to ".UK" TLDs (Schedule '14')
- > Provisions specific to ".TEL" TLDs (Schedule '15')
- > Provisions specific to ".IN" TLDs (Schedule '16')

## GENERAL PROVISIONS

This Domain Name Registration Agreement ("Agreement") sets forth the terms and conditions under which DomainPeople provides its services. The terms "you" and "your" refer to both the Registrant and the Applicant (as defined below). Provision of DomainPeople's services is subject at all times to this Agreement. The attached Exhibits and Schedules are included as integral parts of this Agreement, as applicable.

### 1. DEFINITIONS

"Affiliate" means any legal entity that owns, is owned by, or is under common ownership with a Party with ownership greater than 25% of the shares, interests or assets of such legal entity or Party, as applicable.

"Applicant" means the person who submits a Registration Order on behalf of the Registrant.

"DNR Services" mean the domain name registrations and related services that DomainPeople provides to you under this Agreement.

"Domain" means a string of alphabetical and/or alphanumeric characters followed by a suffix indicating the applicable domain name extension, which is used as an Internet address to identify a computer on the Internet.

"DP Intellectual Property" means all rights, title, interest and benefit of DomainPeople in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all copyrights, patents, trademarks, certification marks and industrial designs, applications for any of the foregoing, trade names, brand names, business names, trade secrets, proprietary manufacturing information and know-how, instruction manuals, inventions, inventor's notes, research data, blue prints, drawings and designs, formulae, calculations, processes,

prototypes, source codes, digital files, URLs, technology, together with all rights under license agreements, sublicense agreements, strategic alliances, development agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing, that are owned by DomainPeople or relating to the DNR Services.

"ICANN" means the Internet Corporation for Assigned Names and Numbers.

"Registrant" means the person (individual or corporate entity) that is recorded in the Whois as the owner of the particular Domain.

"Registrar" means an ICANN-accredited Domain registrar.

"Registration" means the registration or pre-registration of your Domain with the applicable Registry.

"Registration Order" means the online order form for submitting a particular Domain for registration with DomainPeople as the Registrar of record.

"Registry" means an entity accredited by ICANN to supervise specific generic top-level Domains ("gTLDs") and to operate the domain name system for such gTLDs and/or, in cases of country code top-level Domains (ccTLDs), to act as an administrator of ccTLDs for a particular country and operate the domain name system for such country's specific Domain extension(s).

"Renewal" means the renewed Registration for another fixed term.

"URL" means Uniform Resource Locator, which is the protocol for specifying addresses on the Internet.

"Whois" means the directory service or database over the Internet used for searching information related to a particular Domain that is required by ICANN to be compiled upon registration of a Domain.

## **2. THIS AGREEMENT**

- 2.1 **Agreements.** By submitting a Registration Order, you are acknowledging that you have read, understood, and agreed to all the terms and conditions of this Agreement, including any other agreement or policy that may be published by DomainPeople from time to time (whether referenced in this Agreement or not).
- 2.2 **Exhibits & Schedules.** This Agreement includes the attached Exhibits and Schedules, which shall take effect as applicable and as stated therein.
- 2.3 **Amendments.** You agree that the industry and practice of registering and administering Domains, and providing related services, is constantly evolving and, as a result, DomainPeople may need to amend this Agreement and/or other applicable agreements and policies to (i) protect DomainPeople against legal risks, and (ii) comply with ICANN rules, regulations, and policies. The operative and effective version of this Agreement shall be the latest version available at <http://www.domainpeople.com/legal/registration-agreement.pdf>. It is your responsibility to frequently visit DomainPeople's Web site for updates to this Agreement. DomainPeople shall not be obligated to send you any notice of amendments to this Agreement and your continued use of the DNR Services shall constitute your agreement to such amendments.
- 2.4 **Priority of Agreements.** Subject to the express written agreement signed by an authorized signatory of DomainPeople, the terms of this Agreement supersedes the terms of any other agreement (whether written, verbal or otherwise) between you and DomainPeople as they relate to the DNR Services.
- 2.5 **Binding Agreement.** This Agreement becomes binding on you from the time the Registration Order is submitted to DomainPeople. This Agreement becomes binding on DomainPeople from the time DomainPeople registers the Domain and sends you

confirmation of such registration. DomainPeople reserves the right to accept or reject your Registration Order at its sole discretion.

### **3. DOMAIN REGISTRATION**

- 3.1 Effective Registration. You agree that Domain registrations are not effective until DomainPeople delivers your Registration Order information to the applicable Registry and such Registry puts your Registration into effect. You further agree that Registrations shall be for fixed periods only. You agree that your request for a particular Domain does not guarantee that the Domain shall be successfully registered. DomainPeople is not responsible for any Domain not registered.
- 3.2 Registry Actions. You agree that DomainPeople is not liable or responsible in any way for errors, omissions, or actions by the Registry arising out of or relating to your Registration Order and receipt of, or failure to receive, the registration of your selected Domain(s).
- 3.3 Ownership of Domain. YOU AGREE THAT THE REGISTRANT SHALL HAVE SOLE LEGAL OWNERSHIP OF THE DOMAIN. IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE RESPONSIBILITY OF DOMAINPEOPLE, TO ENSURE THAT THE CORRECT REGISTRANT NAME IS RECORDED. YOU AGREE THAT YOUR FAILURE TO RECORD A VALID OR CORRECT REGISTRANT NAME MAY RESULT IN YOUR INABILITY TO RENEW, TRANSFER OR TAKE ANY OTHER ACTION RELATING TO YOUR DOMAIN, WHICH MAY FURTHER RESULT IN THE SUSPENSION OR TERMINATION OF YOUR REGISTRATION.
- 3.4 Registrant Transfers. Before you may transfer the ownership of your Domain to another person, you shall pay DomainPeople the then current fees for such transaction. You agree that any such Registrant transfer is subject to the person receiving ownership of the Domain ("Transferee") agreeing to this Agreement. Your Domain shall not be transferred until DomainPeople receives the Transferee's acceptance of this Agreement and actual payment of the transfer fees. You acknowledge and agree that if you attempt to transfer your Domain ownership without paying DomainPeople the transfer fees, or if the Transferee fails to agree to this Agreement, then any such transfer shall be invalid and DomainPeople shall, at its sole discretion, have the right to reverse the Registrant transfer and/or suspend or terminate your Registration without refunding any fee you have already paid. You further agree to follow DomainPeople's then current procedures for Registrant transfers, which may entail submission and notarization of certain forms, documents, and your photo identification (as requested by DomainPeople).
- 3.5 Username & Password. IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE RESPONSIBILITY OF DOMAINPEOPLE, TO KEEP, GUARD, AND REMEMBER YOUR USERNAME AND PASSWORD ASSOCIATED WITH YOUR DOMAIN. YOU AGREE THAT THE PERSON RECORDED AS THE ADMINISTRATIVE CONTACT FOR YOUR DOMAIN SHALL HAVE FULL ACCESS TO YOUR USERNAME AND PASSWORD AND, AS A RESULT, SHALL HAVE THE ABILITY TO CONTROL YOUR DOMAIN, INCLUDING THE ABILITY TO EXECUTE REGISTRANT TRANSFERS, REGISTRANT TRANSFERS, AND WHOIS CHANGES. IF YOU LOSE OR FORGET YOUR USERNAME AND PASSWORD, DOMAINPEOPLE'S ONLY OBLIGATION SHALL BE TO PROVIDE A NEW USERNAME AND PASSWORD TO THE ADMINISTRATIVE CONTACT RECORDED IN THE WHOIS AT THE TIME. YOU FURTHER AGREE TO FOLLOW DOMAINPEOPLE'S THEN CURRENT PROCEDURES FOR CHANGING THE ADMINISTRATIVE CONTACT OF RECORD, WHICH MAY ENTAIL SUBMISSION AND NOTARIZATION OF CERTAIN FORMS, DOCUMENTS, AND YOUR PHOTO IDENTIFICATION (AS REQUESTED BY DOMAINPEOPLE).
- 3.6 Domain Disputes. You agree that if your Registration is challenged by a third party, you shall be subject to the provisions specified in the applicable Domain dispute policy, including the policies attached in the Exhibits to this Agreement. If DomainPeople is notified that a complaint or legal action has been filed with a judicial or administrative body regarding your Domain and/or your use of the DNR Services, you agree not to make any changes to your Domain record without DomainPeople's prior written approval. You further agree that DomainPeople may, at its sole discretion, place a hold on your Domain, otherwise prevent you from making any changes to the Registration, or transfer control

over your Domain to the applicable Registry until (i) DomainPeople is directed to do so by the judicial or administrative body, or (ii) the dispute has been settled between you and the disputing party and DomainPeople received satisfactory documentation evidencing the settlement.

- 3.7 Renewals. WHILE DOMAINPEOPLE MAY SEND OUT ONE OR MORE RENEWAL NOTICES AS A COURTESY, YOU ARE SOLELY RESPONSIBLE, AND DOMAINPEOPLE IS NOT LIABLE IN ANY WAY, FOR TIMELY AND VALID RENEWALS. IF YOU FAIL TO EXECUTE A RENEWAL BEFORE THE REGISTRATION EXPIRES, YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU SHALL BE FORFEITING YOUR RIGHTS AND OWNERSHIP IN THE DOMAIN, THUS DISABLING ANY WEBSITE YOU MAY HAVE RESOLVING TO SUCH DOMAIN. DOMAINPEOPLE MAY SET YOUR DOMAIN TO RENEW AUTOMATICALLY UPON EXPIRATION OF THE DOMAIN'S REGISTRATION TERM. IF THIS OPTION IS SELECTED, YOU EXPRESSLY AUTHORIZE DOMAINPEOPLE TO RENEW YOUR DOMAIN IN YOUR NAME FOR SUCCESSIVE ONE-YEAR TERMS AND TO CHARGE YOUR ACCOUNT ACCORDINGLY UNTIL YOU ELECT TO TERMINATE YOUR REGISTRATION PURSUANT TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WANT YOUR DOMAIN TO RENEW AUTOMATICALLY, IT IS YOUR SOLE RESPONSIBILITY, AND NOT DOMAINPEOPLE'S, TO LOG INTO YOUR CUSTOMER INTERFACE AND DE-SELECT THE "AUTORENEW" FUNCTION. YOU MAY DE-SELECT THE AUTO-RENEW FUCTION AT ANY TIME DURING A REGISTRATION TERM. UPON EXPIRATION OF A REGISTRATION, DOMAINPEOPLE SHALL HAVE THE RIGHT TO DELETE THE DOMAIN, TAKE OVER CONTROL AND/OR OWNERSHIP OF THE DOMAIN, OR OTHERWISE MAKE THE DOMAIN AVAILABLE TO THE PUBLIC AND YOU SHALL NOT MAKE ANY COMPLAINT, CLAIM OR CHALLENGE AGAINST DOMAINPEOPLE THERETO.
- 3.8 Registrar Transfers. Before you may transfer Registrars (to or from DomainPeople), you shall pay DomainPeople the then current fees for such transaction. Only the Registrant, or an authorized agent of the Registrant, shall be allowed to initiate a request to transfer Registrars. DomainPeople may, at its sole discretion, require you to provide documentation satisfactory to DomainPeople that proves your identity as the Registrant or that the Registrant initiated and/or authorized the transfer request. Any inability to provide a proper username and password or other evidence satisfactory to DomainPeople may result in the loss of your Domain. Upon successful completion of a Registrar transfer to DomainPeople from another Registrar, DomainPeople shall immediately become the Registrar of record and, as such, you shall be bound by this Agreement. To complete a Registrar transfer to DomainPeople, you must extend your existing Registration term for 1 year from the date your existing Registration is set to expire, provided that the total unexpired term of the Registration does not exceed 10 years.
- 3.9 Refusal of Registrar Transfer. DomainPeople reserves the right to deny a Registrar transfer request (i) during the first 60 days after the initial Registration with the original Registrar or after a successful transfer to a Registrar pursuant to ICANN's transfer policy; (ii) in accordance with the circumstances described in this Agreement under the applicable Domain dispute policy; (iii) if there is a pending bankruptcy or insolvency of the Registrant; (iv) if there is a dispute over the identity of the Registrant; (v) by operation of law; or (vi) at the discretion of the then current Registrar. It is the sole responsibility of the Registrant, and not of DomainPeople, to ensure that the Registrar transfer request shall not be denied for any of the above reasons prior to initiating the Registrar transfer. Registrar transfer fees are not refundable.
- 3.10 Administration by DomainPeople. You hereby expressly agree that DomainPeople may temporarily change the Whois information to name DomainPeople as the administrative contact for the limited purpose of administrating your Domain. Upon completion of the procedure at hand, DomainPeople shall promptly change the administrative contact back to the administrative contact of record immediately preceding the change made by DomainPeople. Ownership of the Domain shall at all times remain with the Registrant.
- 3.11 Agency. If you are registering a Domain for someone else, you represent, warrant, and agree that you have the authority to bind that person as a principal to all the terms and conditions of this Agreement and that you shall be jointly and severally liable under this Agreement.

- 3.12 License to Third Parties. If you license the use of your Domain to a third party ("Licensee"), you represent, warrant, and agree that you nonetheless remain the Registrant and responsible for all obligations under this Agreement, including payment of fees and providing (and updating, as necessary) your full, current, accurate, and complete contact information and administrative, technical, and billing contact information. License of your Domain to Licensees is at your sole risk and you shall abide by the indemnification provisions in this Agreement for the benefit of DomainPeople and the other parties stated therein.

#### **4. REGISTRATION INFORMATION**

- 4.1 Required Information. As part of your Registration process, you must provide all of the following information (collectively "Registrant Information"):

- (i) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the Registrant;
- (ii) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the administrative, technical, and billing contacts for the Domain;
- (iii) The Internet Protocol (IP) addresses of the primary name server and any secondary name server for the Domain;
- (iv) The corresponding names of the name server(s);
- (v) Any remark concerning the Domain that should appear in the Whois;
- (vi) Any other information that the applicable Registry may require to be submitted to it, including the primary purpose of the Registration.

- 4.2 Representation & Mandate. The Registrant Information you provide for your Registration shall be true, complete, and correct at all times. You shall promptly update the Registrant Information in the Whois or promptly notify DomainPeople of the changes.

- 4.3 Failure to Comply. DOMAINPEOPLE RESERVES THE RIGHT TO TAKE ENFORCEMENT AND/OR OTHER MEASURES AGAINST YOU AND YOUR REGISTRATION BASED ON WRITTEN COMPLAINTS FROM THIRD PARTIES ALLEGING FALSE AND/OR INACCURATE WHOIS DATA. WITHOUT LIMITING THE SCOPE OF DOMAINPEOPLE'S RIGHTS, SUCH ENFORCEMENT MEASURES INCLUDE SUSPENSION OR TERMINATION OF YOUR REGISTRATION. YOU ACKNOWLEDGE THAT IF YOU WILLFULLY PROVIDE ANY INACCURATE OR UNRELIABLE INFORMATION, OR FAIL TO UPDATE INFORMATION PROMPTLY, YOU SHALL BE IN MATERIAL BREACH OF THIS AGREEMENT, WHICH SHALL BE SUFFICIENT CAUSE FOR SUSPENSION OR TERMINATION OF YOUR REGISTRATION. YOU FURTHER AGREE THAT YOUR FAILURE TO RESPOND FOR OVER 15 DAYS TO INQUIRIES MADE BY DOMAINPEOPLE (TO THE E-MAIL ADDRESS OF YOUR ADMINISTRATIVE, BILLING, OR TECHNICAL CONTACT THEN APPEARING IN THE WHOIS DIRECTORY) CONCERNING THE ACCURACY OF ANY INFORMATION RELATING TO YOUR REGISTRATION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT, WHICH SHALL BE SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF YOUR REGISTRATION.

- 4.4 Additional Information. In addition to the information you are required to provide, you agree that DomainPeople may record other information related to your Registration, which may include any or all of the following:

- (i) The original creation date of the Registration;
- (ii) The submission date and time of the Registration Order (from you to DomainPeople and from DomainPeople to the applicable Registry);
- (iii) Communications related to the DNR Services;
- (iv) Records of account for your Registration, including dates and amounts of all payments and related transactions;
- (v) The expiration date of the Registration;
- (vi) Any other information relating to your Registration or other DNR Services.

- 4.5 Third Party Information. If you provide information about a third party, you hereby represent that you shall have (i) provided prior written notice to the third party of the

disclosure and use of that party's information, and (ii) obtained the third party's express prior written consent to the disclosure and use of that party's information.

- 4.6 Disclosure & Use. You agree to DomainPeople making your Registrant Information (including any update thereto) available to ICANN and the applicable Registry, and their respective designees and agents, and to any other third party as ICANN and applicable laws may require or permit, whether during or after the term of your Registration. You understand and acknowledge that DomainPeople is obligated by ICANN to escrow your Registrant Information with an ICANN accredited data escrow agent, and you agree to such use and disclosure. You further agree to DomainPeople making public, or making directly available to third party vendors, some or all of your Registrant Information for purposes of inspection (such as through DomainPeople's Whois service) or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws. DomainPeople agrees not to process your Registrant Information in a way incompatible with the purposes and limitations set forth in herein. DomainPeople shall comply with applicable privacy laws in its collection, maintenance, and use of your personal information.
- 4.7 Ownership of Data. You agree that DomainPeople owns all databases, compilations, collective and similar rights, titles, and interests worldwide in DomainPeople's Domain database (the "Database"), and all information and derivative works generated from the Database. You further agree that DomainPeople owns the following information for those Registrations for which DomainPeople is the Registrar:
- (i) The original creation date of the Registration;
  - (ii) The submission date and time of the Registration Order (from you to DomainPeople and from DomainPeople to the applicable Registry);
  - (iii) Communications related to the DNR Services;
  - (iv) Records of account for your Registration, including dates and amounts of all payments and related transactions;
  - (v) The expiration date of the Registration;
  - (vi) Any other information relating to your Registration or other DNR Services;
  - (vii) The full legal name, mailing address, e-mail address, phone number, and fax number (if available) of the administrative, technical, and billing contacts for the Domain.
- 4.8 ICANN Requirements. You agree that ICANN may establish guidelines, limits, and/or requirements that relate to the amount and type of information that DomainPeople may or must make available to the public or to private entities, and the manner in which such information is made available. You also agree and consent to any and all such disclosures, uses, guidelines, limits, and restrictions relating to your Registrant Information (including, any and all updates to such information), whether during or after the term of your Registration. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your Registrant Information by DomainPeople.
- 4.9 Access. You may access your Registrant Information, which is in DomainPeople's possession, to review, modify, or update such information. You can access your Registrant Information by accessing DomainPeople's online account management forms, or similar service, made available at DomainPeople's Web site (<http://www.domainpeople.com>). You agree that DomainPeople may require documentation satisfactory to DomainPeople evidencing your identity for the purpose of retrieving your information (including driver's license, passport or other government issued photo identification). You agree to provide such documentation as necessary and you further agree that your inability to provide proper identification (such as your username and password) may result in your loss of the Domain.

## **5. FEES & PAYMENT**

- 5.1 Payment Obligation. You are responsible for paying all fees associated with the DNR Services that DomainPeople charges you. DomainPeople reserves the right to refuse Registration of the Domain(s) submitted in your Registration Order if you have not provided





















































































