

it.com Domains Ltd Registry Registrar Agreement

This Agreement is made on []

BETWEEN

- (1) it.com Domains Ltd, a company registered under the laws of England located at Wales at 20 Hammersmith Broadway, London W6 7AB, UK, company number 14872503 (**Registry**) and,
- (2) [], a company registered under the laws of [] located at [], co. number [], (**Registrar**)

Hereinafter referred to individually as the Registry and Registrar, and collectively as the **Parties**

WHEREAS

- (A) The Registry operates and maintains a multiple registrar Shared Registry System (**SRS**) for the internet domain, “.it.com” as a second level domain (**SLD** falling outside of the scope of regulation of ICANN);
- (B) Multiple registrars may provide Internet domain name registration services for this SLD;
- (C) The Registrar wishes to register domain names in the SRS for this SLD.

1. Definitions

Account: the online environment made available by the Registry for the purpose of enabling the Registrar to apply for, administer or configure the Services, accessible via the Website or API and other channels.

Agreement: the agreement between The Registry and Registrar by virtue of which The Registry will provide the Services, and of which these Terms of Service are an integral part.

Confidential Information: all information and materials including, without limitation: computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the disclosing party to the receiving party unless otherwise marked or identified as non-confidential.

Licence: the right to use software owned by the Registrar, its suppliers or any other licensee thereof;

Licensed Product refers to the intellectual property required to access the Supported Protocol, and to the application programming interface (API), and software, collectively.

Operational Requirements: as defined in Clause 2.14

Personal Information: Any information relating to an identified or identifiable natural person allowing for direct or indirect identification of that person's identity (as set out in more details in the UK General Data Protection Regulations 2021 (**UK GDPR**));

Registered Name: refers to a domain name within the domain of the SLD, for which the Registry 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 may not appear in a SLD zone file (e.g., a registered but inactive name).

Services: services of the Registrar as the operator of the **.it.com** domain name, including without limitation access to automated systems for domain name **.it.com** registration and administration, registration of domain names on a first-come, first-served basis. as well as (if requested by the Registry) SSL certificates, software, DNS and other Internet services.

Website: | <https://registrar.it.com>

2. Obligations of the Parties

- 2.1 SRS Operation and Access. Throughout the Term of this Agreement, the Registry shall operate the SRS and provide the Registrar with access to the SRS to transmit domain name registration information for the listed SLD(s) to the SRS.
- 2.2 Maintenance of Registrations Sponsored by the Registrar. Subject to the provisions of this Agreement and Registry requirements as may be amended from time to time, the Registry shall maintain the registrations of Registered Names sponsored by the Registrar in the system during the term of the domain name registration.
- 2.3 Access to the SRS. Subject to the Registrar's successful completion of testing required by the Registry, the Registry shall provide full access to the SRS for the listed SLD(s). The Registry shall make available to the Registrar:
 - (i) an operational testing environment where Registrars may test the SRS;
 - (ii) following the Registry's certification, at its sole discretion, that the Registrar has successfully completed the testing required by the Registry, the Registry will provide full documentation

of the Supported Protocol, APIs to the Supported Protocol with documentation, and Registrar toolkits that will allow the Registrar to connect via EPP to the SRS to register second-level domain names through the SRS for the listed SLD(s). If the Registry elects to modify or upgrade the APIs and/or Supported Protocol, the Registry shall provide updated APIs to the Supported Protocol with documentation to the Registrar promptly as such updates become available.

The Registry shall provide 90 (ninety) days' notice to Registrar to implement the API and/or Supported Protocol updates and changes, except for routine configuration, maintenance, and software and hardware updates in the normal course of business, or for disaster recovery or other measures necessary to protect the security and stability of the registry, or in circumstances where a regulatory body(e.g. ICANN) or law enforcement mandates registry operators to meet shorter deadlines, in which case the Registrar will work with the Registry to agree on an appropriate date to implement such changes.

- 2.4 Registrar Responsibility for Customer Support. The Registrar shall provide Registrants with customer service and support for the registration, cancellation, modification, renewal, deletion, or transfer of Registered Names, domain name record support, billing, and technical support. The Registrar shall provide to Registrants emergency contact or 24/7 support information for critical situations such as domain name hijacking.
- 2.5 Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the SLD(s), the Registrar shall submit complete data as required by the technical specifications of the SRS that are made available to the Registrar from time to time. The Registrar shall submit any corrections or updates from a Registrant relating to the registration information for a Registered Name to the Registry in a timely manner.
- 2.6 Registrar's Registration Agreement and Domain Name Dispute Policy. The Registrar shall have in effect an electronic or paper registration agreement with each Registrant, which may be amended from time to time by the Registrar, which shall at all times include, subject to applicable law, the terms of the Registrant Agreement and Registry Policies included above. The Registrar shall provide the Registry with a copy of the Registrar's registration agreement upon request. The Registrar shall include in its registration agreement those terms required by this Agreement, other terms that are consistent with the Registrar's obligations to the Registry under this Agreement, and the consent of each registrant for the collection and use of their personal data by the Registry for such purposes as the Registry is required contractually to use the data. The Registrar shall employ in its domain name registration agreement a requirement for registrants to submit to the it.com Dispute Resolution Policy, and the Inter-Registrar Transfer Policy, each in their most recent form and each

as may be amended from time to time.

2.7 In its registration agreement with each Registrant, the Registrar shall require such Registrant to:

- (i) acknowledge and agree that the Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs); (2) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration; (3) if required by an it.com Dispute Resolution Process; or (4) for the non-payment of fees to the Registry;
- (ii) indemnify and hold harmless the Registry and its subcontractors, and its and their employees, directors, officers, representatives, delegees, shareholders, affiliates, agents, successors, and/or assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registrant's domain name registration. The Registrar's registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement; and
- (iii) acknowledge and agree that they (the Registered Name Holder) are 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 that evidence of any such activity by the Registered Name Holder may result in application by the Registry or Registrar of consequences (consistent with applicable law and any related procedures) including suspension of the domain name.

2.8 Secure Connection. The Registrar agrees to develop and employ in its domain name registration business all necessary technology, procedures, processes, and restrictions to ensure that its connection to the SRS is secure. All data exchanged between the Registrar's system and the SRS shall be protected to avoid unintended disclosure of information. The Registrar shall employ commercially reasonable measures to prevent its access to the Registry System granted hereunder from being used to: (1) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited advertising or solicitations to persons or entities other than its own existing customers; or (2) enable high volume, automated, electronic processes that send queries

or data to the systems of the Registry, except as reasonably necessary to register domain names or modify existing registrations.

Each EPP session shall be authenticated and encrypted using two-way secure socket layer (**SSL**) protocol. The Registrar agrees to authenticate every EPP Registrar connection with the SRS using both (i) a server certificate issued by a commercial Certification Authority to be chosen by the Registrar, subject to Registry's agreement, which agreement shall not be unreasonably withheld and (ii) its Registrar password, which it shall disclose only to its employees with a need to know. The Registrar agrees to notify the Registry as soon as possible after learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

Additionally, the Registrar must ensure that access to registrant accounts is adequately protected by, at a minimum, a secure log-in process that requires username and password authentication. Upon prior written notification to the Registrar, the Registry may require other industry standard security provisions, practices, or technology to ensure that the Registry System is secure and stable, which the Registry may adopt from time to time in its sole and complete discretion. In the event that the Registrar does not comply with the Registry standards, the Registry will provide the Registrar a 30 (thirty) days' notice to inform the Registrar of the need to either correct non-compliance or agree on a mutually acceptable plan with Registry to correct non-compliance, and the time period in which such plan must be completed. Failure to meet the standards at the end of the agreed period will constitute a material breach of the agreement. The Registry's failure at any time to declare a material breach does not constitute a waiver of its right to do so in the future.

- 2.9 Handling of Personal information. The Registry shall notify the Registrar of the purposes for which Personal Information submitted to the Registry by the Registrar is collected, the intended recipients (or categories of recipients) of such Personal Information, and the mechanism for access to and correction of such Personal Information. The Registry shall take all steps required by applicable laws, rules, and regulations (including without limitation UK GDPR) to protect Personal Information from loss, misuse, unauthorised disclosure, alteration or destruction. The Registry shall not use or authorise the use of Personal Information in a way that is incompatible with the notice provided to the Registrars or applicable laws, rules, and regulations. The Registry may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal information and provided that such use is compatible with the notice provided to the Registrars regarding the purpose and procedures for such use.

- 2.10 Authorisation Codes. The Registrar shall not provide identical Registrar-generated authorisation codes for domain names registered by different registrants with the same Registrar. The Registry in its sole discretion may choose to modify authorisation codes for a given domain and shall notify the sponsoring Registrar of such modifications via EPP compliant mechanisms. documentation of these mechanisms shall be made available to the Registrar by the Registry. The Registrar shall provide the Registrant with timely access to the authorisation code along with the ability to modify the authorisation code; the Registrar shall respond to any inquiry by a Registrant regarding access to and/or modification of an authorisation code within 5 (five) calendar days.
- 2.11 Domain Name Lookup Capability. The Registrar agrees to employ in its domain name registration business the Registry's domain directory service (Whois) registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration. The Registrar also agrees, at its expense, to provide an interactive web page and a port 43 Whois service, providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by the Registrar for the SLD.
- 2.12 Transfer of Sponsorship of Registrations. The Registrar agrees to implement transfers of Registered Name registrations from another Registrar to the Registrar and vice-versa.
- 2.13 Time. The Registrar agrees that, in the event of any dispute concerning the time of the entry of a domain name registration into the Registry database, the time shown in the Registry records shall prevail.
- 2.14 Compliance with Operational Requirements. The Registrar shall comply with each of the following requirements, as may be in effect from time to time, and, further shall include in its registration agreement with each Registrant an obligation for such Registrant to comply with operational standards, policies, procedures, and practices for the SLD established from time to time by the Registry in a non-arbitrary manner and applicable to all Registrars (**Operational Requirements**), including affiliates of the Registry, as applicable, upon the Registry's notification to the Registrar of the establishment of those terms and conditions upon 90 (ninety) days' notice, except in circumstances where a regulatory body or law enforcement mandates registries to meet shorter deadlines, in which case the Registrar will work with the Registry to agree on an appropriate date to implement such changes.
- 2.15 Resolution of Technical Problems or Breach of Agreement. The Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Supported Protocol, the APIs, and the Registry's SRS in conjunction with the Registrar's systems. The Registrar agrees that, in the event of significant degradation of the SRS or other emergency, or upon the Registrar's violation of

the Registry operational requirements or breach of this Agreement, the Registry may, in its sole discretion, temporarily suspend or restrict access to the SRS. Such temporary suspensions or restrictions shall be applied in a non-arbitrary manner and shall be applied non-discriminatorily to any Registrar similarly situated, including affiliates of the Registry.

2.16 Prohibited Domain Name Registrations. The Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered, as well as the Registry's Acceptable Use Policy and Naming Policy in our Registration Agreement, as may be amended from time to time by the Registry at its sole discretion.

3. Licence

3.1 Licence Grant. Subject to the terms and conditions of this Agreement, the Registry hereby grants the Registrar and the Registrar accepts a non-exclusive, royalty-free, non-transferable, worldwide limited Licence to use for the Term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the SLD only and for no other purpose. The Licensed Product, as well as updates and redesigns thereof, will enable the Registrar to register domain names in the SLD with the Registry on behalf of its Registrants. The Registrar, using the Licensed Product, as well as updates and redesigns thereof, will be able to invoke the following operations on the SRS: (i) check the availability of a domain name, (ii) register a domain name, (iii) renew a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the name servers of a domain name, (vi) transfer a domain name from another Registrar to itself with proper authorisation (or vice versa), (vii) query a domain name registration record, (viii) register a name server, (ix) update the IP addresses of a nameserver, (x) delete a name server, (xi) query a name server, and (xii) establish and end an authenticated session.

3.2 Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the prior written consent of the Registry, the Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than the Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of the Registrar for use in the Registrar's domain name registration business, (iii) decompile, reverse engineer, copy, or re-engineer the Licensed Product for any unauthorised purpose, (iv) use or permit use of the Licensed Product in violation of the applicable laws or local rules, regulation or law, or for any unlawful purpose. The Registrar agrees to employ the necessary measures to prevent its access to the SRS granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by email,

telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the SRS of the Registry, except as reasonably necessary to register domain names or modify existing registrations.

- 3.3 Changes to Licensed Materials. The Registry may from time to time replace or make modifications to the Licensed Product licensed hereunder, at its sole discretion, provided that the Registry provides 90 (ninety) days' notice to the Registrar to implement material changes that alter the functionality of the Licensed Product, except in circumstances where a regulatory body or law enforcement agency mandates registries to meet shorter deadline, in which case the Registrar will work with the Registry to agree on an appropriate date to implement such changes. For the avoidance of doubt, design or usability improvements to the web interface to the Registry SRS shall not be considered material changes.

4. Support Services

- 4.1 Engineering Support. The Registry agrees to make available to the Registrar with reasonable Registrar Liaison telephone support (between the hours of 9AM and 5PM UTC or at such other times as may be mutually agreed upon) to address issues arising in connection with the Registrar's use of the SRS.
- 4.2 Customer Service Support. During the Term of this Agreement, the Registry will make customer service support available to the Registrar only, and not to Registrants or prospective customers of the Registrar for non-technical issues solely relating to the SRS and its operation. The Registry may make additional levels of customer service support available to the Registrar at its sole discretion. The Registry will provide the Registrar with a telephone number and email address for such support during implementation of the Licensed Product. First-level telephone support will be available on a 7-day/24-hour basis.

5. Additional obligations

- 5.1 The Registry shall carry out any requests from the Registrar in respect of moving, transferring or terminating a registered domain name.
- 5.2 The Registrar shall cooperate with any transfer request from the Registry for a registered domain name, whether registered by the Registrar or any of its customers. The Registrar shall not delay or reject any such transfer request to another registrar. This clause also applies in case of a dispute about a payment by the Registrar, his customer or an underlying party.
- 5.3 The Registrar shall notify the Registry in writing about any changes regarding the domain holder's

details no later than 5 (five) working days from the date of any such change.

5.4 The Registrar hereby grants the Registry full discretion to re-register the domain name (or arrange for it to be re-registered) in the name of the Registry, or to transfer it (or arrange for it to be transferred), if:

- (i) The Registrar annuls or terminates the domain name;
- (ii) The Registrar fails, having received a reminder to that effect, to renew the domain name on or before the expiry date thereof; or
- (iii) The Registrar fails to pay the Registration Fees or any other amounts due under this Agreement.

5.5 The Registry shall not and does not guarantee the continued existence or availability of IDN domain names. The Registrar hereby acknowledges and accepts the risk relating to such availability and further acknowledges that the operation of multi-language domains differs from normal domains and an IDN may not function at all due to the continual introduction of new technologies.

5.6 The Registrar shall make all reasonable efforts to ensure uninterrupted access to its systems and networks and to the stored data it has stored, but shall not make any guarantees in this regard, unless otherwise agreed in an offer or electronic ordering procedure by means of a Service Level Agreement (**SLA**). To the extent not provided for otherwise in an applicable SLA, availability shall be subject to the provisions of this clause.

5.7 The Registrar shall make all reasonable efforts to keep the web server and other software it uses up to date, provided that it shall have a right not to install certain updates or patches if it believes installing such updates or patches will not be beneficial to the Services.

6 Registration Fees

6.1 The Registrar agrees to pay the Registry all non-refundable fees for initial and renewal registrations and other services provided by the Registry (collectively, the **Registration Fees**).

6.2 The Registration Fees shall be published on the Website or on a closed portal of the Website and/or the Service (e.g. the "Dashboard") and shall be subject to change without further notice.

6.3 Any domain names renewal Registration Fees shall apply exclusively to renewals processed at the time. Any future renewals shall be charged against applicable Registration Fees valid on the day of renewal.

6.4 The Registrar hereby acknowledges and agrees that the Registration Fees for certain domain names within the **.it.com SLD (Premium Domain Names)** may be higher than other domain names within the SLD.

- 6.5 If the Registrar selects a Premium Domain Name, the Registry shall inform the Registrar of the higher Registration Fees and request approval from the Registrar before proceeding with the registration.
- 6.6 The Registry shall notify the Registrar of any changes in the Registration Fees via the website or by email at least 1 (one) month in advance. Upon receipt of the notification the Registrar shall have a right to terminate the Agreement by giving the Registry a 1 (one) calendar month's notice.
- 6.7 The Registrar shall pay the Registration Fees by a credit card, a direct-debit authorisation or other payment methods (including PayPal or bank transfer), as specified on the Website from time to time.
- 6.8 The Registry shall have the right to withhold the Services under this Agreement until the payment for Registration Fee is received in full. Any transfer charges shall be borne by the Registrar. The Registry shall process the registration immediately upon receipt of the Registration Fee is received in full.
- 6.9 The Registry hereby reserves the right to withdraw the registration of the domain in the case of any reversal of charges, clawback, claim or other issue, which obligates the Registry to pay back the Registration Fees to any financial institution or payment service.
- 6.10 The Registry shall provide an electronic invoice. If the Registrar requests a physical invoice to be sent, the Registry reserves the right to charge a postage fee and shall have full discretion as to the method of delivering such an invoice to the Registrar.
- 6.11 Upon termination of the before the end of the Term any outstanding Registration Fees (including those for renewal) shall become immediately due and payable. Any Registration Fees already paid to the Registry shall not be refunded.
- 6.12 The Registration Fees paid in advance payments for any domains that could not be registered shall be credited back to the Registrar's account. The Registrar shall be responsible for ensuring that its bank account contains sufficient funds to facilitate any automatic renewal or payment. The Registry reserves the right to refuse any further registrations or renewals in the event of insufficient funds.
- 6.13 All payments shall be made in the currency of the invoice. The Registrar shall bear any costs associated with the currency exchange fluctuations or any other charges, commissions or fees relating to the currency rate.

7. Restrictions on use

- 7.1 The Registrar hereby undertakes not to use the Services for purposes that conflict with the objective and the terms of this Agreement, the regulations of the relevant suppliers and national

or international legislation.

7.2 If, in the opinion of the Registry, the operation of its computer systems or network or third-party networks and/or service provision via a network is at risk, in particular as a result of sending excessive amounts of email or other data, sending excessive amounts of Service Requests (including, but not limited to, drop catching of domain names), inadequate security systems or virus activities, Trojan horses and similar software, the Registry has the right to take all reasonable measures it deems necessary to avert or prevent such risk. Our Acceptable Use and Naming Policy within our Terms and Conditions, applies to this Agreement.

7.3 The Registrar shall not use the Services to register domains that facilitate the following practices:

- (i) Operating or facilitating operation of a botnet;
- (ii) Facilitating phishing activities;
- (iii) Spreading viruses, malware or similar matters;
- (iv) Hosting or facilitating unlawful or reasonably deemed unlawful content, including referring to such content
- (v) Offering, selling or advertising products and services that contravene applicable laws and regulations, such as (but not limited to) weapons and pharmaceutical products
- (vi) Infringing any rights (including but not limited to intellectual property rights) of third parties, both nationally and internationally.

7.4 Upon discovering any of the practices listed in Clause 7.3, the Registrar shall use its best efforts to resolve the problem as soon as possible, including by deactivating or terminating the domain name. The Registry hereby reserves the right to deactivate or cancel the relevant domain name in question without further notice.

7.5 The Registry shall forward to the Registrar any complaints regarding Services and products under the control of the Registrar. The Registrar shall send the complainant a response with a copy to abuse@it.com within 5 (five) working days. If the Registrar fails to respond to a complaint, the Registry hereby reserves to take any action in its discretion to resolve the problem.

7.6 In the event of an excessive number of complaints about products or Services under the control of the Registrar and no effective action being taken to reduce the number of complaints, the Registry shall have the right to terminate the Agreement.

7.7 If the Registrar is required to adjust, delete or hand over data stored in the Registry's systems pursuant to any data protection legislation, including without limitation UK GDPR, the Registry shall take reasonable steps to facilitate this process for an additional cost invoiced separately.

7.8 Further information on the restricted activities is contained in the Registry's Privacy Policy at

https://get.it.com/Privacy_policy.pdf

8. Term of the Agreement and termination

8.1 This Agreement shall come into force on the date of execution by both Parties and continue until terminated by the Parties in accordance with the terms hereof.

8.2 The Registry shall have a right to terminate this Agreement with immediate effect if:

- (i) Any payments to the Registry are revoked, reversed or clawed back before the payment amount reaches the Registry's account;
- (ii) the Registrar breaches any material term hereof or any applicable laws;

In all the aforementioned cases, the Registrar will lose all its registration rights.

8.3 The duration of Agreements on the Service may vary depending on the relevant product or service.

8.4 The Registrar shall receive a request to pay for any Service via email, no later than 30 (thirty) days before the end of the initial validity period. If payment has not been received before this due date, the Registrar shall lose all rights to the Services and the Agreement shall terminate forthwith.

8.5 If the Registrar is making use of automatic renewal functionality, it shall be fully responsible for ensuring that there are sufficient funds in its account. Services that cannot be renewed due to insufficient funds or any other reason will be discontinued.

8.6 In the event that a Service is terminated by the Registrar or as the result of a ruling in a dispute, the Registrar shall not be entitled to a substitute Service or restitution. If the termination is not the result of a fraudulent act or gross negligence by the Registry, no restitutions shall be made.

8.7 If The Registry fails to maintain the registration of a Sub-Level Domain in accordance with the conditions of the relevant registry, the Registrar is entitled to terminate the Agreement in writing no later than 14 (fourteen) days before the end of the relevant month of such termination.

8.8 Unless the automated systems of the Registry offer another option, all cancellations, notices of termination and notifications must be submitted in writing by the Registrar.

9 Limitation of liability

9.1 In no event shall the Registry be liable to the Registrar for any special, indirect, incidental, punitive, exemplary or consequential damages, or any damages resulting from loss of profits, arising out of or in connection with this agreement, even if the registry has been advised of the possibility of such damages.

9.2 In no event shall the maximum aggregate liability of the parties exceed the lesser of (i) the total

amount paid to Registry under the terms of this agreement for the immediately preceding twelve (12) month period, or (ii) £10,000. The restriction shall not apply in the cases of gross negligence or fraud.

9.3 The Registrar's liability under this Agreement shall only arise if the Registry gives the Registrar proper notice of default in writing within 2 (two) weeks of the discovery of the alleged breach with details thereof.

9.4 The Registrar hereby indemnifies the Registry for

- (i) any claims of third parties from the failure of a Service provided by the Registrar to such third party;
- (ii) any fines or penalties relating to export, customs or any other state duties;

9.5 The Registry shall not be liable for any failure by losses of the Registrar resulting from failure to renew the Services. The Registrar shall be fully responsible for monitoring and maintaining its account balance with the Registry, and the Registrar shall not be liable for any overdrafts, account deficits or any bank charges relating thereto.

10 Failures and force majeure

10.1 The Registry shall have the right to temporarily close down its systems, including the Website, either fully or partially, for the purpose of maintenance, adjustments or improvements. The Registry shall endeavor to ensure that any such closure or adjustments only take place outside office hours as far as possible and shall undertake to inform the Registrar in good time of the scheduling thereof. The Registry shall not be liable for any loss or damage arising from such closure or adjustments.

10.2 The Registry shall have the right to adapt its systems, including the Website, in its entirety or in part, from time to time in order to improve its functionality and/or to correct errors. If an adjustment causes a considerable change in functionality, the Registry shall undertake to inform the Registrar thereof. The Registry shall not be liable for any compensation of damages resulting from such a modification.

10.3 In the event of unavailability of the Service due to disruptions, maintenance or other causes, the Registry shall inform the Registrar of the nature and expected duration of the interruption.

10.4 In the event of force majeure, which in any case will be understood to refer to disruptions or failure of the Internet or the telecommunications infrastructure, SYN floods, network attacks, DoS or DDoS attacks, power failures, domestic unrest, mobilization, war, traffic congestion, strikes, injunctions, business interruptions, stagnation in supply, fire, flooding and impediments to import and export,

and in the event that the Registry, through non-performance by parties on which its own service provision depends, regardless of the reason, cannot reasonably be expected to fulfil the Agreement, the Agreement shall be suspended, or terminated when the situation involving force majeure has lasted for more than 90 (ninety) days, without any obligation to pay damages by either Party.

11 Notices

11.1 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 when delivered (by hand, by registered mail, by courier or express delivery service, by email or by fax during business hours) to the address or fax number set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

The Registrar: [
Company Name:
Attention:
Address:
E-mail:
Telephone:]

The Registry:
Name: it.com Domains LTD
Att: Legal Department
Address: 20 Hammersmith Broadway, London, W6 7AB, UK
E-mail: info@it.com
Telephone: +44 (0) 739 2000 000

12 Assignment

Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. The Registrar may not assign, sublicense, or transfer this Agreement to any third party without the prior written consent of the Registry. The Registry may assign its rights or obligations under this Agreement to an affiliate without the consent of the Registrar.

13 Confidentiality

13.1 During the term of this Agreement, each Party (**Disclosing Party**) may disclose its Confidential Information to the other Party (**Receiving Party**). Each Party's use and disclosure of Confidential Information disclosed hereunder are subject to the following terms and conditions:

- (i) The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to

preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party including implementing reasonable physical security measures and operating procedures.

- (ii) The Receiving Party shall make no disclosures whatsoever of any Confidential Information to others, provided however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors, and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the terms of this Confidentiality Agreement.
- (iii) The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.
- (iv) The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
- (v) The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.
- (vi) Notwithstanding the foregoing, this sub-clause imposes no obligation upon the parties with respect to information that (a) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (b) is or has entered the public domain through no fault of the Receiving Party; or (b) is known by the Receiving Party prior to the time of disclosure; or (d) is independently developed by the Receiving Party without use of the Confidential Information; or (e) is made generally available by the Disclosing Party without restriction on disclosure, or (f) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing prior to making any such disclosure in order to facilitate the Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required.

14 Representations and warranties

14.1 The Registrar represents and warrants that:

- (i) it is a corporation duly incorporated, validly existing and in good standing;
- (ii) it has all requisite corporate power and authority to execute, deliver, be bound by, and perform its obligations under this Agreement;
- (iii) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor;
- (iv) the execution, performance and delivery of this Agreement has been duly authorized by the Registrar; and
- (v) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by the Registrar in order for it to enter into and perform its obligations under this Agreement.

14.2 The Registry represents and warrants that:

- (i) it is a corporation duly organized, validly existing and in good standing;
- (ii) it has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement;
- (iii) the execution, performance, and delivery of this Agreement has been duly authorized by the Registry; and
- (iv) no further approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by the Registry in order for it to enter into and perform its obligations under this Agreement.

14.3 Disclaimer of Warranties. the EPP, APIS, software, and data are provided “as-is” and without any warranty of any kind. The Registry expressly disclaims all warranties and/or conditions, express or implied, including, but not limited to, the implied warranties and conditions of merchantability or satisfactory quality and fitness for a particular purpose and noninfringement of third party rights. The Registry does not warrant that the functions contained in the EPP, APIS, or software will meet the Registrar’s requirements, or that the operation of the EPP, APIS, or software will be uninterrupted or error-free, or that defects in the EPP, APIS, data, or software will be corrected. Furthermore, the Registry does not warrant or make any representations regarding the use or the results of the EPP, APIS, software, or related documentation in terms of their correctness, accuracy, reliability, or otherwise. Should the EPP, APIS, software, or documentation prove defective, the Registrar shall assume the entire cost of all necessary servicing, repair, or correction of the registrar’s

own systems and software.

15 Entire Agreement and severability

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

16 Law and Jurisdiction

16.1 This Agreement and any disputes thereunder shall be governed by the laws of England and Wales.

16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This document has been executed and delivered and takes effect on the date stated at the beginning of it.

Executed byAndrey Insarov..... [.....]
, a Director for and on behalf of Director Signature

it.com Domains LTD

Executed by [.....]
, a Director for and on behalf of: [.....]
Director Signature

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