



**Fax Cover Sheet**  
**Master TLD Reseller Agreement**

*Please use this as your cover page when you fax in your agreement.*

**EXISTING TUCOWS RESELLERS:**

- To add one or more new TLDs to your product line, you must **resubmit** and **resign** the Master TLD Reseller Agreement - selecting the TLDs that you are **adding** only.
  
- Please provide the information below:**
  - Company/Organization Name: \_\_\_\_\_
  - Website URL: http://\_\_\_\_\_
  - OpenSRS Reseller Username: \_\_\_\_\_
  
- Fax page 12 of the Agreement plus the cover page to: 1+416-531-2516**

**NEW TUCOWS RESELLERS:**

- Sign up to be a Tucows Reseller at: <https://horizon.opensrs.net/~vpop/subscribe/>
  
- Review the agreement, providing all necessary information on **Page 12**, namely:
  - (i) Selected TLD's
  - (ii) Name, OpenSRS Username, Address, Fax and Phone Number
  - (iii) Signature, Printed Name and Title
  - (iv) Date
  
- To initiate the startup process, remit your US\$95.00 Reseller Activation Fee (non-refundable) by one of the following methods of payment:  
*(Please note that this is a ONE TIME set-up fee, and is only applicable if you are signing up as a new Tucows Reseller)*
  - Credit card (must be accompanied by a signed credit card payment form which can be found at: <http://resellers.tucows.com/ccpayment.pdf>)
  - Cheque made payable to: Tucows.com Co.
  - Wire transfer
  
- Please provide the information below:**
  - Company/Organization Name: \_\_\_\_\_
  - Website URL: http://\_\_\_\_\_
  - OpenSRS Reseller Username\*: \_\_\_\_\_

*\*obtained after you have signed up online*
  
- Fax page 12 of the Agreement plus this cover page to: 1+416-531-2516**
- Include signed credit card payment form, if applicable**

If you are a Reseller located in the EU, please provide your VAT Registration Number and the EU country in which you have registered for the VAT:

VAT Registration Number: \_\_\_\_\_  
EU Country of VAT Registration: \_\_\_\_\_

# REGISTRATION SERVICE PROVIDER AGREEMENT

This Agreement is between:

**Tucows.com Co.**

("Tucows")

- and -

**You, the Reseller**

("Reseller")

WHEREAS, Tucows is authorized to provide Internet domain name registration services for second-level domain names within the Tucows top-level domains outlined in the attached Exhibits.

AND WHEREAS, Reseller intends to establish the right to initiate the registration, transfer and renewal of second-level domain names for Selected TLDs (as defined below).

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

## 1. DEFINITIONS

- (a) "API" means the set of technical specifications making up the Application Program interface;
- (b) "Communications" refers to the date, time and the content of all registration data (including updates) which shall include all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Customers, including registration contracts, Customer accounts, including dates and amounts of all payments and refunds;
- (c) "Confidential Information" means all information disclosed by a party including technical information, software, financial data, and business and marketing plans. Confidential Information shall not include information which (i) is publicly available at the time of its disclosure or becomes publicly available though no fault of the receiving party; (ii) is lawfully obtained by the receiving party from a third party without restriction; or (iii) is known by the receiving party prior to the date of disclosure as demonstrated by the receiving party's records kept in the ordinary course of business;
- (d) "Contact(s)" are individuals or entities associated with domain name records; these include the Registrant, the billing, the technical and the administrative contacts;
- (e) "Country Code" refers to top-level domains based on the two-letter International Country Code Standard (ISO 3166) for states and other political entities, that are authorized by those states and political entities as issuers of country code top-level domain names (ccTLDs);
- (f) "Customer" means an organization or individual applying to register, transfer or renew a domain name via the agency of Reseller and/or Tucows;

- (g) “DNS” means Internet domain name system;
- (h) “Effective Date” means the date the Reseller executes this Agreement;
- (i) “Interface” means any or all of the API, Software or any other Tucows developed technical measures designed to facilitate the provision of services hereunder;
- (j) “OpenSRS” means the multiple-registrar shared registration system developed by Tucows for the facilitation of the registration of Internet domain names for TLDs for which Tucows acts as a registrar;
- (k) “Registrant” means the person or organization that has registered a domain name and has the right to use the domain name for a specified period of time provided that it acts in compliance with certain terms and conditions;
- (l) “Registrar” means a party accredited by the applicable registry to facilitate the registration of domain names;
- (m) “Registration Agreement” means the agreement entered into by and between Tucows and each Registrant in accordance with ICANN and any applicable Registry policies;
- (n) “Registry” means the party authorized by the relevant governing authority to administer the registration and maintenance of registered domain names in a particular TLD;
- (o) “Selected TLDs” means the TLDs offered by Tucows for which Reseller hereby contracts to sell and which are specified on the signature page of this Agreement;
- (p) “Software” means reference client software provided by Tucows to Reseller;
- (q) “TLD” means a top-level domain of the DNS;
- (r) “Whois Information” means the Contact information required by each Registrant for each domain name registration;
- (s) “Whois Privacy Service” means the Tucows Service whereby Resellers may offer Registrants the ability to substitute generic information specified by Tucows in the ‘Whois’ registration field according to the terms and conditions outlined herein and in the Registration Agreement;
- (t) “Whois Registry” means the public domain and IP address directory.

## **2. OBLIGATIONS OF THE PARTIES**

### **GENERAL**

- 2.1. Throughout the term of this Agreement, Tucows shall provide Reseller with access to OpenSRS to enable Reseller to transmit domain name registration information for the Selected TLDs.
- 2.2. Tucows shall provide Reseller the Software and the API, either of which will enable Reseller to develop its system to facilitate the registration of second-level domain names in the Selected TLDs.
- 2.3. Reseller shall interface with and be responsible for providing customer service and billing and technical support with all Customers.

- 2.4. Reseller shall submit all data elements as specified in the interface to OpenSRS using the appropriate Tucows protocols. Reseller acknowledges and agrees that Reseller shall have no right, title or interest in and to the domain name registered, the IP addresses of nameservers, and the identity of the Registrar for propagation of and the provision of authorized access to the TLD zone files.
- 2.5. Reseller agrees that each Customer must agree to be bound by the terms and conditions of the Tucows registration agreement for each Selected TLD in the form outlined in the Exhibit(s) attached hereto, and/or such other agreements as Tucows shall post on its website from time to time. Reseller may require Customers using its services to agree to additional terms and conditions, provided such terms and conditions, do not conflict in any manner with the policies of Tucows, a Registry or any other governing body with appropriate authority.
- 2.6. Reseller shall develop and employ all necessary technology to ensure that its connection to OpenSRS and all transmissions between Reseller, Customers and OpenSRS that are initiated for the purpose of creating, deleting or modifying data within the Tucows database or a Registry database are secure. All transmissions shall be authenticated and encrypted using protocol prescribed by Tucows. Reseller shall authenticate every connection with OpenSRS using its password and shall notify Tucows within four hours of learning that its password has been compromised in any way.
- 2.7. Reseller shall respond to and fix all technical problems concerning the use of OpenSRS, the Software and the API in conjunction with Reseller's systems. Reseller agrees that Tucows may, in its sole discretion, temporarily suspend access to OpenSRS.
- 2.8. At Tucows' request, Reseller shall forward copies of all Communications to Tucows. In the event of any dispute involving a domain name registration, Reseller shall provide all reasonable assistance to Tucows, the Registry and/or any court or arbitrator considering the dispute.

#### **DOMAIN NAME REGISTRATIONS**

- 2.9. Reseller shall utilize the domain name lookup capability mandated by Tucows to determine if a requested domain name is available for registration.
- 2.10. Reseller shall assist in the facilitation of transfers of domain name registrations from another registrar to Tucows and vice versa according to the policies of the applicable Registry. Reseller agrees to be bound by the provisions thereof and any future amendments thereto. Reseller shall not interfere in any manner with any transfers.
- 2.11. Reseller acknowledges that in the event of a dispute concerning the time of entry of a domain name registration into a Registry's database, the time shown in that Registry's records shall prevail.
- 2.12. Reseller shall comply with all terms or conditions established by Tucows from time to time to assure sound operation of OpenSRS and/or compliance with a Registry.

#### **WHOIS PRIVACY SERVICE**

- 2.13. Tucows Whois Privacy Service is available as the following offering:

- (a) Whois and Proxy Information. Each Registrant must continue to warrant and provide that it is providing true, accurate and current Whois Information. Tucows will keep the Contact and Registrant information on file in accordance with the Registration Agreement but will include the following information in the publicly available Whois Registry:
  - (i) Contactprivacy.com shall appear as the Registrant and Contacts name(s);
  - (ii) Tucows' postal address and a Tucows assigned email address and telephone number shall appear on behalf of the Registrant and the Contact(s);
  - (iii) The primary and secondary nameservers shall be those designated by the Registrant;
  - (iv) The original date of registration and the expiration of each domain name;
  - (v) Tucows will be identified as the registrar of record.
- (b) Ongoing Management of the Domain Name. Registrants will retain complete control over the domain name and its registrations records and may suspend and reinstate the Whois Privacy Service as required.
- (c) New and Existing Registrations. The Whois Privacy Service may be purchased for both new and existing domain name registrations. Existing policies regarding refunds for new domain name registrations will also apply to the Whois Privacy Service.
- (d) Transfers. The Whois Privacy Service may be applied to transfers in to Tucows but will only commence when the transfer of the domain name has been completed and the registration is in the Tucows database. The Whois Privacy Service must be disabled in order to transfer a domain name registration away from Tucows. Registrations will leave the Tucows database with the Whois Information.
- (e) Term. Save and except as provided herein, the Whois Privacy Service will be provided until it is cancelled by Reseller, the Registrant or a Contact.
- (f) Communications with Registrants and Contacts. All renewal and transfer messages issued by Tucows will be sent to the Registrant and Contacts in its Whois Information records in its database.
- (g) Communications Forwarding. Communications received by Tucows with respect to a particular domain name registration will be handled as follows:
  - (i) Tucows will forward to the Registrant all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to the Registrant. Regular postal mail will be discarded or returned to sender at Tucows' discretion;
  - (ii) Email correspondence will be forwarded according to the instructions of the Registrant as they appear in Tucows' records;
  - (iii) A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com web site where written messages will be forwarded according to the Registrant's instructions;

- (iv) Tucows will only be responsible for communications to Registrants when its complete details are reflected in the Whois.
- (h) Right to Suspend and Disable. Tucows shall have the right, at its sole discretion and without liability to Reseller, its Registrant and any Contacts, to reveal Registrant and Contact Whois Information when required by law, in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law, to comply with a legal process served upon Tucows, to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy; to avoid financial loss or legal liability or if Tucows believes that the Registrant is using the Whois Privacy Service to conceal its involvement with illegal, illicit, objectionable or harmful activities or to transmit SPAM, viruses, worms or other harmful computer programs.
- (i) In the event that Tucows receives a formal complaint, notice of claim or UDRP, Tucows will have the right to disable the Whois Privacy Service pending final disposition of the matter.

### **3. LICENSE**

- 3.1. License Grant. Subject to the terms and conditions of this Agreement, Tucows hereby grants Reseller and Reseller accepts a non-exclusive, non-transferable, limited license to use the Software and the API. The Software and the API will enable Reseller to use OpenSRS to facilitate the registration of domain names by Tucows on behalf of its Customers.
- 3.2. Limitations on Use. The use of OpenSRS software shall be governed by the GNU General Public License, which should be accessed and reviewed on <http://www.gnu.org/copyleft/lesser.txt>.
- 3.3. Tucows may from time to time make modifications to the Software and the API licensed hereunder that will enhance functionality or otherwise improve OpenSRS.

### **4. SUPPORT SERVICES**

- 4.1. During the term of this Agreement, Tucows shall (i) maintain a website containing technical information related to OpenSRS; and (ii) provide OpenSRS technical support by e-mail and/or telephone.

### **5. FEES**

- 5.1. Reseller shall pay to Tucows the non-refundable amounts set forth herein with respect to each domain name registration, transfer or renewal (collectively, the "Registration Fees"). Tucows reserves the right to adjust the Registration Fees from time to time.
- 5.2. If a Customer transfers its domain name registration to Reseller's account, Reseller shall pay Tucows the applicable Registration Fee. The domain name must be registered for a minimum of an additional one (1) year period. The additional period for which the Registration Fee is paid will be added to the existing registration period.
- 5.3. Prior to registering any domain names through OpenSRS, Reseller shall forward a sum agreed by the parties to Tucows on account. As domain names are registered by Reseller through OpenSRS, Reseller's account balance shall be reduced. Tucows

shall maintain a record of Reseller's account balance which shall be accessible by Reseller. If Reseller's account balance is fully depleted at any time, Reseller shall not be permitted to register any further domain names through OpenSRS until such time as Reseller's account balance is restored. In the event that Reseller's account does not contain sufficient funds for any monthly remittance, Tucows shall have the right to suspend or cancel the Whois Privacy Service to Reseller and/or its Customers.

5.4. Tucows reserves the right to require minimum order levels and to modify those minimums from time to time.

5.5. Payment may be submitted by Reseller to Tucows in the following manners:

(a) Via wire transfer to:

Beneficiary Bank: [HSBC Bank Canada](#)  
[70 York Street, Toronto](#)  
SWIFT: [HKBCCATT](#)  
Beneficiary Name: [Tucows.com Co](#)  
Beneficiary A/C No: [002-348624-070](#)

Reseller agrees that all wire transfer charges will be the responsibility of the remitter.

(b) Via cheque made payable to Tucows.com Co. and delivered to:

Tucows.com Co.  
96 Mowat Avenue  
Toronto, Ontario M6K 3M1  
CANADA

(c) Via credit card by submitting a signed copy of the form made available for such purpose on Tucows website (<http://resellers.tucows.com/ccpayment.pdf>).

## 6. CONFIDENTIALITY

6.1. Each party acknowledges that it may have access to Confidential Information of the other party or its affiliates (collectively, the "Disclosing Party"). Each party shall keep in strict confidence and not use or disclose the Disclosing Party's Confidential Information except for the purpose of performing or enabling its employees and affiliates to create and operate the services provided by this Agreement or as may be required by law. An affiliate is a company controlling, under the control of, or under common control with, a party.

## 7. TERM OF AGREEMENT

7.1. The term of this Agreement shall be one year from the Effective Date and will automatically renew for successive one (1) year terms (each a "Renewal Term" and cumulatively the "Term"). The Term shall continue until the earlier of the following: (i) the Agreement is terminated as provided herein, (ii) Reseller elects not to renew this Agreement at the end of the initial Term or any Renewal Term, (iii) with respect to a particular registry when Tucows ceases to operate as a registrar for said registry, or (iv) a Registry ceases to operate as the registry for the applicable TLD. In the event that at any time during the Term hereof a Registry Agreement is amended or

- revised, Reseller shall execute an amendment to or revision of this Agreement consistent with such amendments or revisions.
- 7.2. Registration Following Termination. Tucows will complete the registration, transfer or renewal of all domain names processed by Reseller prior to the date of any expiration or termination, provided Reseller's account with Tucows is in good standing.
- 7.3. Termination For Cause. If either party (or, in the case of Reseller, an agent of Reseller) materially breaches any term of this Agreement and such breach is not cured within ten (10) calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.
- 7.4. In addition to the foregoing rights of termination, if Tucows, in its reasonable discretion, determines that Reseller has breached any provision of this Agreement, is in violation of any Tucows policy or regulation as amended from time to time, or is engaging in conduct that breaches or may put Tucows in breach of any governing authority, Registry regulation, public policy or third party agreement, or is engaging in conduct that puts pressure on OpenSRS, Tucows shall have the right to suspend Reseller's access to OpenSRS pending the cure of such breach to the reasonable satisfaction of Tucows. Failure of Reseller to remedy its practices to the satisfaction of Tucows within a reasonable period shall entitle Tucows to immediate termination of this Agreement.
- 7.5. Early Termination. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of termination.
- 7.6. Bankruptcy.
- (a) If Tucows has reason to believe that Reseller has filed for bankruptcy or otherwise ceased operations, Tucows may suspend Reseller's account and shall provide Reseller with a letter requiring confirmation of its status. If Reseller fails to contact Tucows within fifteen (15) calendar days following issue of the letter or such other period, as Tucows deems necessary given the circumstances of a particular situation, Tucows may terminate Reseller's account and redirect its Customers to other resellers.
- (b) Either party may terminate this Agreement with immediate effect if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

## **8. INDEMNIFICATION**

- 8.1. Reseller, at its own expense, will indemnify, defend and hold harmless Tucows and its employees, directors, officers, representatives, agents, affiliates and third party beneficiaries, including but not limited to the Registries and all governing authorities, against any claim, suit, action, or other proceeding brought against Tucows based on or arising from any claim or alleged claim (i) relating to any product or service of



Reseller; (ii) relating to any agreement, including a dispute policy, with any Customer of Reseller; or (iii) relating to Reseller's domain name registration business, including, but not limited to, Reseller's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. Reseller will not enter into any settlement or compromise of any such indemnifiable claim without Tucows' prior written consent, which consent shall not be unreasonably withheld. Reseller will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Tucows in connection with or arising from any such indemnifiable claim, suit, action or proceeding. If Tucows is threatened with suit by a third party, it may seek written reiteration of Reseller's indemnification obligations; any failure by Reseller to provide said written assurance may result in suspension or termination of its account.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1. Reseller hereby represents and warrants to Tucows as follows:

- (a) This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation enforceable against Reseller in accordance with its terms; and
- (b) There is no pending or, to the best of Reseller's knowledge, threatened claim, action, or proceeding against Reseller, or any affiliate of Reseller, with respect to the execution, delivery, or consummation of this Agreement, or with respect to Reseller's trademarks, and, to the best of Reseller's knowledge, there is no basis for any such claim, action, or proceeding.

## **10. MISCELLANEOUS**

- 10.1. All references in this Agreement to dollars are expressed in US currency.
- 10.2. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing.
- 10.3. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the courts located in Toronto, Ontario, Canada.
- 10.4. This Agreement shall enure to the benefit of and be binding upon Tucows and Reseller as well as all respective successors and permitted assigns.
- 10.5. Privacy. Information collected about both you and your Customers is subject to the terms of Tucows' privacy policy, the terms of which are hereby incorporated by reference. Tucows' privacy policy can be found at: <http://www.tucows.com/privacy.html>.
- 10.6. Survival. In the event of termination of this Agreement for any reason, Sections 2.5, 2.10, 6, 8, 9 and 10 shall survive. Save and except where noted herein, neither party shall be liable to the other for damages of any sort resulting solely from terminating

- this Agreement in accordance with its terms but each party shall be liable for any damage arising from any breach by it of this Agreement.
- 10.7. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.
  - 10.8. Force Majeure. Neither party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages or other similar force beyond such party's reasonable control.
  - 10.9. Further Assurances. Each party hereto shall execute and/or cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions as such other party may reasonably request, for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.
  - 10.10. Amendments. During the period of this Agreement, Reseller agrees that Tucows may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on the Tucows website, or on notification to Reseller by e-mail or regular mail as per the Notices section of this Agreement. Reseller agrees to review the Tucows website, including the Agreement, periodically to be aware of any such revisions. Reseller agrees that, by continuing to use OpenSRS following notice of any revision to this Agreement or change in service(s), Reseller shall be deemed to have agreed to abide by any such revisions or changes.
  - 10.11. Attorneys' Fees. If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).
  - 10.12. Assignment/Sublicense. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and assigns of the parties. Reseller shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third party without the prior written consent of Tucows.
  - 10.13. Delays or Omissions; Waivers. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

- 10.14. **Limitation of Liability.** IN NO EVENT WILL TUCOWS BE LIABLE TO RESELLER 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 TUCOWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TUCOWS' LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY RESELLER TO TUCOWS IN THE PRECEDING TWELVE MONTHS.
- 10.15. **Construction.** The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
- 10.16. **Intellectual Property.** Subject to the provisions of this Agreement, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.
- 10.17. **OpenSRS and the Interface** are provided "as-is" and without any warranty of any kind. TUCOWS 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 NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TUCOWS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OPENSRS AND/OR THE INTERFACE WILL MEET RESELLER'S REQUIREMENTS, OR THAT THE OPERATION OF OPENSRS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN OPENSRS OR THE API WILL BE CORRECTED. FURTHERMORE, TUCOWS NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF OPENSRS AND THE API OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE API PROVE DEFECTIVE, RESELLER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
- 10.18. **Entire Agreement, Severability.** This Agreement which includes all applicable schedules 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.
- 10.19. This Agreement may be executed in counterparts.

## 11. NOTICE

- 11.1. Notices. 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 telecopier during business hours, or by electronic mail) to the address, telecopier number, or e-mail address set forth on the signature page of this Agreement.

Any telecopier or electronic mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 16:00 (Eastern Standard Time) and otherwise on the next business day. Any communication sent via regular mail shall be deemed to have been validly and effectively given five (5) business days after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

► Selected TLD's – Please check (√) the TLD as it applies to you.

TLD	Apply	TLD	Apply
.at		.fr	
.be		.info	
.biz		.it	
.ca		.name	
.cc		.nl	
.ch		.org	
.cn		.tv	
.com/net		.uk	
.de		.us	
.eu		---	
Whois Privacy		---	

**TUCOWS.COM CO.**  
 96 Mowat Avenue  
 Toronto, Ontario  
 Canada  
 M6K 3M1  
 Phone: 1-416-535-0123  
 Fax: 1-416-531-2516

**RESELLER:** \_\_\_\_\_  
**OpenSRS Username:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Print:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Print:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Exhibit A**  
**Registration Agreement**

1. **IN THIS REGISTRATION AGREEMENT** ("Agreement"), "Registrant", "you" and "your" refers to the Registrant of each domain name registration, "we", "us" and "our" refers to Tucows.com Co., and "Services" refers to the domain name registration services provided by us as offered through \_\_\_\_\_, the Registration Service Provider ("Reseller"). Any reference to a "registry," "Registry" or "Registry Operator" shall refer to the registry administrator of the applicable TLD or ccTLD. This Agreement explains our obligations to you, and explains your obligations to us for the Services. By agreeing to the terms and conditions set forth in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by a registry for that particular registry only.
2. **SELECTION OF A DOMAIN NAME.** You acknowledge and agree that we cannot guarantee that you will obtain a desired domain name registration, even if an inquiry indicates that a domain name is available at the time of your application for same. You represent that, to the best of the your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly to be used, infringes upon the legal rights of a third party and further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose.
3. **FEES.** As consideration for the Services, you agree to pay Reseller the applicable service(s) fees prior to the effectiveness of a desired domain name registration or any renewal thereof. All fees payable hereunder are non-refundable even if your domain name registration is suspended, cancelled or transferred prior to the end of your current registration term. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process, and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You represent that the Account Information and all other statements put forth in your application are true, complete and accurate. Both Tucows and each registry reserves the right to terminate your domain name registration if: (i) information provided by you or your agent is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive; or (ii) you have failed to maintain, update and keep your Account Information true, current, complete, accurate and reliable. You acknowledge that a breach of this Section 3 will constitute a material breach of our Agreement, which will entitle either us or a registry to terminate this Agreement immediately upon such breach without any refund and without notice to you.
4. **TERM.** This Agreement will remain in effect during the term of your domain name registration as selected, recorded and paid for at the time of registration or any renewal thereof. Should the domain name be transferred to another registrar, the terms and conditions of this Agreement shall cease.
5. **MODIFICATIONS TO AGREEMENT.** You acknowledge that the practice of registering and administering domain names is constantly evolving; therefore, you agree that Tucows may modify this Agreement, or any other related and/or applicable

agreement, as is necessary to comply with its agreements with ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances. Your continued use of the domain name registered to you will constitute your acceptance of this Agreement with any revisions. If you do not agree to any change, you may request that your domain name registration be cancelled or transferred to a different accredited registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

6. **MODIFICATIONS TO YOUR ACCOUNT.** In order to change any of your account information with us, you must use the Account Identifier and Password that you selected when you opened your account with us. You agree to safeguard your Account Identifier and Password from any unauthorized use. In no event shall we be liable for the unauthorized use or misuse of your Account Identifier or Password.
7. **NO GUARANTY.** You acknowledge that registration or reservation of your chosen domain name does not confer immunity from objection to the registration, reservation or use of the domain name.
8. **DOMAIN NAME DISPUTES.** You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the dispute policy adopted by the applicable registry. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable policy. If Tucows is notified that a complaint has been filed with a judicial or administrative body regarding your domain name, Tucows may, at its sole discretion, suspend your ability to use your domain name or to make modifications to your registration records until (i) Tucows is directed to do so by the judicial or administrative body, or (ii) Tucows receives notification by you and the other party contesting your domain that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration or use of your domain name, Tucows may deposit control of your registration record into the registry of the judicial body by supplying a party with a registrar certificate from us.
9. **POLICY.** You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to a Tucows, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Tucows, registry, ICANN or government-adopted policy, (1) to correct mistakes by us or a registry in registering the name or (2) for the resolution of disputes concerning the domain name.
10. **AGENCY.** Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your 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 domain name. You shall accept liability for harm caused by wrongful use of the domain name. You represent that you will secure the agreement of any third party to the terms and conditions in this Agreement
11. **ANNOUNCEMENTS.** We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners.

These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

12. **LIMITATION OF LIABILITY.** You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for the initial registration of your domain name. Tucows and its directors, employees, affiliates, subsidiaries, agents and third party providers, ICANN and the applicable registries shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or 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 we have been advised of the possibility of such damages.
13. **INDEMNITY.** You agree to release, indemnify, and hold Tucows, its contractors, agents, employees, officers, directors and affiliates, ICANN, the applicable registries and their respective directors, officers, employees, agents and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties arising out of or relating to the registration or use of the domain name registered in your name, whether used by yourself, licensed to a third party or pursuant to the Whois Privacy Service, including without limitation infringement by you or a third party with access to your Account Identifier and Password. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in the suspension or cancellation of your domain name. This indemnification obligation will survive the termination or expiration of this Agreement.
14. **TRANSFER OF OWNERSHIP.** The person named as Registrant on the Whois shall be the registered name holder. The person named as Administrative contact at the time the controlling Account Identifier and Password are secured, shall be deemed the designate of the Registrant with the authority to manage the domain name. You agree that prior to transferring ownership of your domain name to another person (the "Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion



(as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

15. **RENEWALS AND FORFEITURE.** Domain names are registered for a finite period of time. You will receive reminders immediately prior to the expiration of your registration inviting you to renew your domain name. In the event that you fail to renew your domain name in a timely fashion, your registration will expire and we may, at our discretion, elect to assume the registration and may hold it for our own account, delete it or we may sell it to a third party. If you fail to renew your registration, your domain name may cease to resolve and visitors to your site may be redirected to a default page advising them that the site is no longer in service. If we have elected to renew the registration, you will be entitled to a grace period during which you may purchase the domain name from us. Additional costs may apply.
16. **BREACH.** You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.
17. **DISCLAIMER OF WARRANTIES.** You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.
18. **INFORMATION.** As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information:
  - (a) your name and postal address (or, if different, that of the domain name holder);
  - (b) the domain name being registered;
  - (c) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name;

- (d) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and
- (e) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the technical contact for the domain name.

Any voluntary information we request is collected in order that we can continue to improve the products and services offered to you through your Reseller.

19. **DISCLOSURE AND USE OF REGISTRATION INFORMATION.** You agree and acknowledge that we will make domain name registration information you provide available to ICANN, to the registry administrators, law enforcement agencies and to other third parties as applicable. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some or all, of the domain name registration information you provide, for purposes of inspection (such as through our Whois service) or other purposes as required or permitted by ICANN and applicable laws.
- (a) You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us.
  - (b) You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller.
  - (c) We will not process or maintain data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.
  - (d) We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized disclosure, alteration or destruction of that information.
20. **OBLIGATION TO MAINTAIN WHOIS.** Your wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or any failure to respond to inquiries by us addressed to the email address of the registrant, the administrative, billing or technical contact appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration. Any information collected by us concerning an identified or identifiable natural person (“Personal Data”) will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by ICANN or an applicable registry policy.
21. **REVOCATION.** We, in our sole discretion, reserve the right to deny, cancel, suspend, transfer or modify any domain name registration to correct a mistake, protect the integrity and stability of the company and any applicable registry, to comply with any applicable laws, government rules, or requirements, requests of law enforcement, in compliance

with any dispute resolution process, or to avoid any liability, civil or criminal. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or cancel, suspend, transfer or modify your domain name registration.

22. **INCONSISTENCIES WITH REGISTRY POLICIES.** In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable registry, the term, condition, policy or procedure of the applicable registry shall prevail.
23. **NON-WAIVER.** Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
24. **NOTICES.** Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender. E-mail notification to Tucows must be sent to [lhutz@turows.com](mailto:lhutz@turows.com). Any notice to you will be sent to the e-mail address provided by you in your Whois record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing Postal notices to Tucows shall be sent to:

Tucows.com Co.  
Registrant Affairs Office  
96 Mowat Avenue  
Toronto, Ontario M6K 3M1 CANADA  
Attention: Legal Affairs

and in the case of notification to you shall be sent to the address specified in the “Administrative Contact” in your Whois record.

25. **ENTIRETY.** You agree that this Agreement, the applicable dispute policy and the rules and policies published by Tucows and any applicable registry or other governing authority, are the complete and exclusive agreement between you and us regarding our Services.
26. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.
27. **INFANCY.** You attest that you are of legal age to enter into this Agreement.

28. **FORCE MAJEURE.** You acknowledge and agree that neither we nor the applicable registry shall be responsible for any failures or delays in performing our respective obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.
29. **PRIVACY.** Information collected about you is subject to the terms of Tucows' privacy policy, the terms of which are hereby incorporated by reference. Tucows' privacy policy can be found at: <http://www.tucows.com/privacy.html>
30. **CONTROLLING LANGUAGE.** In the event that you are reading this Agreement in a language other than the English language, you acknowledge and agree that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.
31. **TLD'S.** The following additional provisions apply to any domain names that you register through Tucows with the various registries:
- (a) **.com/net Domains:** In the case of a “.com” or “.net” registration, the following terms and conditions will apply:
- (i) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy (“UDRP”) (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry; these policies are subject to modification;
- (ii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.
- (b) **.org Domains:** In the case of a “.org” registration, the following terms and conditions will apply:
- (i) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy (“UDRP”) (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
- (ii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.
- (c) **.info Domains:** In the case of a “.info” registration, the following terms and conditions will apply:
- (i) Registrant's Personal Data. You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal

- data by Afilias, the .INFO registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract;
- (ii) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy (“UDRP”) (<http://www.icann.org/dndr/udrp/policy.htm>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
  - (iii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant’s domicile, and (2) where Tucows is located, presently Toronto, Ontario;
  - (iv) Reservation of Rights. Tucows and Afilias expressly reserve the right to deny, cancel, transfer, or modify any registration that either registrar or Afilias deems necessary, at its discretion, to protect the integrity and stability of the registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Afilias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Afilias also reserve the right to suspend a domain name or its registration data during resolution of a dispute.
- (d) **.biz Domains.** In the case of a “.biz” registration, the following terms and conditions will apply:
- (i) **.biz Restrictions.** Registrations in the .biz top-level domain must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the .biz registration restrictions, “bona fide business or commercial use” shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:
    - (A) to exchange goods, services, or property of any kind;
    - (B) in the ordinary course of business; or
    - (C) to facilitate (i) the exchange of goods, services, information or property of any kind; or (ii) the ordinary course of trade or business.
- For more information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm>.
- (ii) Selection of a Domain Name. You represent that:
    - (A) the data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to

- keep all of the information provided correct, up-to-date and complete;
- (B) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;
  - (C) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;
  - (D) the registered domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use, or (b) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation;
  - (E) you have the authority to enter into this Registration Agreement; and
  - (F) the registered domain name is reasonably related to your business or intended commercial purpose at the time of registration.
- (iii) Provision of Registration Data. As part of the registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following:
- (A) your full name;
  - (B) your postal address;
  - (C) your e-mail address;
  - (D) your voice telephone number;
  - (E) your fax number (if applicable);
  - (F) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation;
  - (G) the IP addresses of the primary nameserver and any secondary nameserver for the domain name;
  - (H) the corresponding names of the primary and secondary nameservers;
  - (I) the full name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts, and the name holder for the domain name; and
  - (J) any remark concerning the domain name that should appear in the Whois directory.
  - (K) You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as

required by ICANN and/or registry policies, and may be sold in bulk in accordance with the ICANN agreement.

- (iv) Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:
    - (A) The Uniform Domain Name Dispute Resolution Policy (“Dispute Policy”), available at: <http://www.icann.org/dndr/udrp/policy.htm>;
    - (B) The Restrictions Dispute Resolution Criteria and Rules (“RDRP”), available at: <http://www.icann.org/tlds/agreements/biz/registry-agmt-appm-27apr01.htm>;(collectively, the “Dispute Policies”).
  - (v) The Dispute Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry or Registrar over the registration and use of an Internet domain name registered by Registrant.
  - (vi) The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be endorsed on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider.
  - (vii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant’s domicile, and (2) where Tucows is located, presently Toronto, Ontario.
- (e) **.name Domains.** In the case of a “.name” registration, the following terms and conditions will apply:
- (i) **.name Restrictions.** Registrations in the .name top-level domain must constitute an individual’s “Personal Name”. For purposes of the .name restrictions (the “Restrictions”), a “Personal Name” is a person’s legal name, or a name by which the person is commonly known. A “name by which a person is commonly known” includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.
  - (ii) **.name Representations.** As a .name domain name registrant, you hereby represent that:
    - (A) the registered domain name or second level domain (“SLD”) e-mail address is your Personal Name.
    - (B) the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all of the information provided correct, current and complete,

- (C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;
- (D) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;
- (E) the registration satisfies the Eligibility Requirements found at: <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>; and
- (F) you have the authority to enter into this Registration Agreement.

(iii) **E-mail Forwarding Services.** The Services for which you have registered may, at your option, include e-mail forwarding. To the extent you opt to use e-mail forwarding, you are obliged to do so in accordance with all applicable legislation and are responsible for all use of e-mail forwarding, including the content of messages sent through e-mail forwarding.

You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and e-mail usage. This includes, but is not limited to the Acceptable Use Policy, available at <http://www.nic.name/downloads/aup.pdf> as well as the following restrictions. Without prejudice to the foregoing, you undertake not to use e-mail forwarding:

- (A) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;
- (B) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;
- (C) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, wilful attempts to overload another system or other forms of harassment; or
- (D) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited e-mail, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such distribution list. Users are not permitted to provide false names or in any other way to pose as somebody else when using e-mail forwarding.



- (iv) Registry reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry's e-mail forwarding. However, due to the nature of such systems, which actively block messages, Registry shall make public any decision to implement such systems a reasonable time in advance, so as to allow you or us to give feedback on the decision.
- (v) You understand and agree that Registry may delete material that does not conform to clause (c) above or that in some other way constitutes a misuse of e-mail forwarding. You further understand and agree that Registry is at liberty to block your access to e-mail forwarding if you use e-mail forwarding in a way that contravenes this Agreement. You will be given prior warning of discontinuation of the e-mail forwarding unless it would damage the reputation of Registry or jeopardize the security of Registry or others to do so. Registry reserves the right to immediately discontinue e-mail forwarding without notice if the technical stability of e-mail forwarding is threatened in any way, or if you are in breach of this Agreement. On discontinuing e-mail forwarding, Registry is not obliged to store any contents or to forward unsent e-mail to you or a third party.
- (vi) You understand and agree that to the extent either we and/or Registry is required by law to disclose certain information or material in connection with your e-mail forwarding, either we and/or Registry will do so in accordance with such requirement and without notice to you.
- (vii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the dispute policy that is incorporated herein and made a part of this Agreement by reference. You hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement.
  - (A) the Eligibility Requirements (the "Eligibility Requirements"), available at: <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm>;
  - (B) the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at: <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-8aug03.htm>; and
  - (C) the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at: <http://www.icann.org/dndr/udrp/policy.htm>.
- (viii) The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD e-mail addresses will be granted on a first-come, first-served basis. The following categories of Personal Name Registrations may be registered: (i) the Personal Name of an individual; (ii) the Personal Name of a fictional character, if you have trademark or

service make rights in that character's Personal Name; (iii) in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of the Personal Name so as to differentiate it from other Personal Names.

- (ix) The ERDRP applies to challenges to (i) registered domain names and SLD e-mail address registrations within .name on the grounds that a Registrant does not meet the Eligibility Requirements, and (ii) to Defensive Registrations (as defined by the Registry) within .name.
- (x) The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than the Registry or Tucows over the registration and use of an Internet domain name registered by a Registrant.
- (xi) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

## 32. ccTLD'S

- (a) **.at Domains.** In the case of a “.at” registration, the following terms and conditions will apply:
  - (i) **Registry Policy.** You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at [http://nic.at/en/agb/ag\\_agb2003.asp](http://nic.at/en/agb/ag_agb2003.asp). You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
- (b) **.be Domains.** In the case of a “.be” registration, the following terms and conditions will apply:
  - (i) **Registry Policy.** You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.dns.be/en/home.php?n=51>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
  - (ii) **Domain Name Dispute Policy.** If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .be Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The

current version of the Dispute Policy may be found at <http://www.dns.be/en/home.php?n=53>.

- (c) **.ca Domains.** In the case of a “.ca” registration, the following terms and conditions will apply:
- (i) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy, which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at [http://www.cira.ca/en/cat\\_Dpr.html](http://www.cira.ca/en/cat_Dpr.html). Please take the time to familiarize yourself with this policy.
  - (ii) Registry Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Registry-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Registry adopted policy, (1) to correct mistakes by Tucows or the Registry in registering the name or (2) for the resolution of disputes concerning the domain name.
  - (iii) Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with registry policies and procedures.
  - (iv) Registry Agreement and Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by the Registry’s Registrant Agreement, the Registry’s policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at [http://www.cira.ca/en/doc\\_Registrar.html](http://www.cira.ca/en/doc_Registrar.html). You are responsible for monitoring the Registry’s site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry agreement or policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
  - (v) You acknowledge and agree that the Registry shall not be liable to you for any loss, damage, or expense arising out of the Registry’s failure or refusal to register a domain name, it’s failure or refusal to renew a domain name registration, it’s registration of a domain name, it’s failure or refusal to renew a domain name registration, it’s renewal of a domain name registration, it’s failure or refusal to transfer a domain name registration, it’s transfer of a domain name registration, it’s failure or refusal to maintain or modify a domain name registration, it’s maintenance of a domain name registration, it’s modification of a domain name registration, it’s failure to cancel a domain name registration or it’s cancellation of a domain name registration from the Registry;
- (d) **.cc Domains.** In the case of a “.cc” registration, the following terms and conditions will apply:

- (i) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.nic.cc/policies/dispute.html>. Please take the time to familiarize yourself with this policy.
  - (ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.nic.cc>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
- (e) **.ch Domains.** In the case of a “.ch” registration, the following terms and conditions shall apply:
- (i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.switch.ch/id/terms>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
  - (ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.switch.ch/id/disputes/rules>. Please take the time to familiarize yourself with this policy.
- (f) **.cn Domains.** In the case of a “.cn” registration, the following terms and conditions shall apply:
- (i) “Registry” means the China Internet Network Information Center, which is the authority responsible for the administration of the national top-level domain of the People's Republic of China and the Chinese domain name system;
  - (ii) “Registry Gateway” means the service provided by the Registry Operator that facilitates the registration of .cn domain names by registrars operating outside of the People's Republic of China;

- (iii) “Registry Operator“ means Neustar, Inc., the company authorized to facilitate the registration of .cn domain names by registrars operating outside of the People’s Republic of China.
- (iv) Restrictions. You agree that you shall not register or use a domain name that is deemed by CNNIC to:
  - (A) be against the basic principles prescribed in the Constitution of the Peoples Republic of China (“PRC”);
  - (B) jeopardize national security, leak state secrets, intend to overturn the government or disrupt the integrity of the PRC;
  - (C) harm national honour and national interests of the PRC;
  - (D) instigate hostility or discrimination between different nationalities or disrupt the national solidarity of the PRC;
  - (E) spread rumours, disturb public order or disrupt social stability of the PRC;
  - (F) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
  - (G) insult, libel against others and infringe other people’s legal rights and interests in the PRC; or
  - (H) take any other action prohibited in laws, rules and administrative regulations of the PRC.
- (v) Business or Organization Representation. .cn domain name registrations are intended for businesses and organizations and not for individual use. By registering a .cn name, you accordingly represent that you have registered the domain name on behalf of a business or organization. It should be noted that, although .cn policy is permissive in terms of registration, and enforcement is generally in reaction to a complaint (as opposed to proactive review), registrations that are not associated with an organization or business may be subject to deletion. The foregoing prevents an individual from registering a .cn domain name for a business operating as a sole proprietorship.
- (vi) Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the CNNIC Domain Name Dispute Policy & Rules for CNNIC Dispute Resolution Policy (“Dispute Policy”), as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement. The Dispute Policy is currently found at: <http://www.cnnic.net.cn/html/Dir/2003/11/27/1526.htm>.
- (vii) You acknowledge that, pursuant to the Dispute Policy, Registrars must comply with all reasonable requests from the applicable domain name dispute resolution institutions including the provision of all relevant evidence in any domain name disputes in the specified time frames.

- (viii) If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.
- (ix) Adherence to Policies. You agree to comply with all applicable laws, regulations and policies of the Peoples Republic of China’s governmental agencies and the China Internet Network Information Centre (“CNNIC”), including but not limited to the following rules and regulations:
- (A) [Provisional Administrative Rules for Registration of Domain Names in China](http://www.cnnic.net.cn/html/Dir/2003/11/27/1520.htm) (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1520.htm>);
  - (B) [Detailed Implementation Rules for Registration of Domain Names in China](http://www.cnnic.net.cn/html/Dir/2003/11/27/1522.htm) (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1522.htm>);
  - (C) [Chinese Domain Names Dispute Resolution Policy](http://www.cnnic.net.cn/html/Dir/2003/11/27/1526.htm) (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1526.htm>); and
  - (D) [CNNIC Implementing Rules of Domain Name Registration](http://www.cnnic.net.cn/html/Dir/2003/11/27/1503.htm) (currently at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1503.htm>).

You acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the CNNIC, as they may be amended from time to time.

- (x) Suspension and Cancellation. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, CNNIC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a CNNIC or government-adopted policy, (1) to correct mistakes by a party in registering the name, (2) for the resolution of disputes concerning the domain name, (3) to protect the integrity and stability of the registry, (4) to comply with any applicable laws, government rules or requirements, requests of law enforcement, (5) to avoid any liability, civil or criminal, on the part of Tucows, Registry Operator or CNNIC, as well as their affiliates, subsidiaries, directors, representatives, employees and stockholders or (6) for violations of this Agreement. Tucows, Registry Operator and CNNIC also reserve the right to “freeze” a domain name during the resolution of a dispute.

- (xi) **Jurisdiction.** For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where Tucows is located, and (3) the People's Republic of China.
- (xii) **Governing Law.** For the adjudication of a dispute concerning or arising from use of a .cn domain, such dispute will be governed under the Laws of the Peoples Republic of China.
- (g) **.de Domains.** In the case of a “.de” registration, the following terms and conditions will apply:
  - (i) **Selection of a Domain Name.** You represent that:
    - (A) you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same;
    - (B) either you, or the person designated as the administrative contact for the domain name, shall be resident or shall have a branch in Germany;
    - (C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.
  - (ii) **Domain Name Disputes.** You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.
  - (iii) **Registry Policies.** You agree to be bound by the Registry's Registration Terms and Conditions and the Registration Guidelines. English language translations of the Registry's documents are provided for convenience; in the event of a discrepancy between the English and the German language agreements, the terms of the German agreement will prevail. The Registry documents may be found at:

English:

- (A) Registration Terms and Conditions  
<http://www.denic.de/en/bedingungen.html>
- (B) Registration Guidelines  
<http://www.denic.de/en/richtlinien.html>

German:

- (C) DENIC-Registrierungsbedingungen

<http://www.denic.de/de/bedingungen.html>

(D) DENIC-Registrierungsrichtlinien

<http://www.denic.de/de/richtlinien.html>

(h) **.eu domains.** In the case of a “.eu” registration, the following terms and conditions will apply:

(i) Eligibility Criteria: .eu domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are:

(I) an undertaking having its registered office, central administration or principal place of business within the European Community;

(II) an organization established within the European Community without prejudice to the application of national law, or

(III) a natural person resident within the European Community.

(ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website. Registration policies of the Registry and the terms and conditions applicable to your .eu registration may be found at:

[http://www.eurid.eu/en/documents/file\\_folder.2005-10-28.9651463556/registration\\_policy\\_en.pdf](http://www.eurid.eu/en/documents/file_folder.2005-10-28.9651463556/registration_policy_en.pdf) and

[http://www.eurid.eu/en/documents/terms\\_and\\_conditions\\_v1\\_0.pdf](http://www.eurid.eu/en/documents/terms_and_conditions_v1_0.pdf)

respectively. You are responsible for monitoring the Registry’s site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(iii) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law.

(iv) Sunrise and General Pre-registration Applications. You acknowledge that the submission of a “Sunrise” or a “General Pre-registration Application” does not ensure the registration of the domain name. In the event that your application does not result in a domain name registration, a portion of the registration fee shall be refunded after the deduction of a handling fee, which fee shall be subject to change based on fluctuations in the exchange rates of the US dollar and Euro. You agree that your sunrise application shall be subject to the pre-registration policies found at <http://www.eurid.eu/en/launch/index.html>.

(i) **.fr Domains.** In the case of a “.fr” registration, the following terms and conditions will apply:



- (v) Representation of Registrant. .fr domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are:
  - (A) A legal entity:
    - (I) whose head office is in France; (or),
    - (II) which possess an address in France which is expressly listed in the public electronic databases of the registrars of the commercial courts or the National Statistical and Economic Studies Institute (INSEE), (or),
    - (III) State institutions or departments, local authorities or associated establishments, (or),
    - (IV) which own a trademark registered with the National Intellectual Property Institute or own a registered EU or international trademark which expressly includes French territory.
- (vi) Administrative Contact. Each registrant must designate an administrative contact to act as a coordinator between the registrant and the Registry. In the case of .fr registrations, the administrative contact must be based in France where it can receive legal and other documents.
- (vii) Registry Policies. You agree to be bound by the Registry's Naming Charter, its registration rules for .fr. English language translations of the Registry's documents are provided for convenience. The Registry documents may be found at: [www.afnic.fr/obtenir/chartes/nommage-fr](http://www.afnic.fr/obtenir/chartes/nommage-fr).
- (viii) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .fr dispute resolution policy and procedures can be found at <http://www.afnic.fr/doc/ref/juridique/parl>. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.
- (j) **.it Domains.** In the case of a "it" registration, the following terms and conditions shall apply:
  - (i) Registration Criteria. Registration of an .it name is restricted to subjects belonging to a member state of the European Union. Individuals and associations operating without a VAT number or a fiscal code are limited to a single domain name registration.
  - (ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <http://www.nic.it/NA/regole-naming-curr-engl.txt>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you

do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation. Additional policies, including transfer procedures and “netiquette” rules may be found at <http://www.nic.it/NA/index-engl.html>.

- (k) **.nl Domains.** In the case of a “.nl” registration, the following terms and conditions shall apply:
- (i) **Registration Criteria.** Registration of a .nl domain name is unrestricted save and except that applicants who are not based in the Netherlands or who do not have a registered address in the Netherlands must provide an address in the Netherlands where written documents can be sent to the applicant and where legal summonses can be served.
  - (ii) **Registry Policies.** You agree to be bound by the policies of the Registry including but not limited to the Registry’s Registration Regulations. English language translations of the Registry’s documents are provided for convenience and may be found at [http://www.domain-registry.nl/sidn\\_english/flat/](http://www.domain-registry.nl/sidn_english/flat/).
  - (iii) You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .nl dispute resolution policy and procedures can be found at [http://www.domain-registry.nl/sidn\\_english/flat/General/Rules/Regulations\\_for\\_arbitration\\_on\\_.nl\\_domain\\_names/index.html](http://www.domain-registry.nl/sidn_english/flat/General/Rules/Regulations_for_arbitration_on_.nl_domain_names/index.html). You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.
- (l) **.tv Domains.** In the case of a “.tv” registration, the following terms and conditions will apply:
- (i) **Domain Name Dispute Policy.** If you reserved or registered a domain name through us, or transferred a domain name to us from another Registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.icann.org/dndr/udrp/policy.htm>. Please take the time to familiarize yourself with this policy.
  - (ii) **Policy .** You agree that your registration of the .tv domain name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN or government adopted policy, or pursuant to any Registrar or registry procedure not inconsistent with an ICANN or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes concerning the domain name. You acknowledge that you have reviewed the .tv General Terms of Service which may be found at: <http://www.tv/en-def-5066945b5fcc/en/policies/tos.shtml> and expressly agree to the terms outlined therein.

- (m) **.co.uk, .org.uk, ltd.uk, net.uk, plc.uk and me.uk Domains.** In the case of a .co.uk, .org.uk, ltd.uk, net.uk, plc.uk or me.uk registration, the following terms and conditions will apply:
- (i) “Nominet UK” means the entity granted the exclusive right to administer the registry for .uk domain name registrations.
  - (ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at: <http://www.nic.uk/DisputeResolution/DrsPolicy/>. Please take the time to familiarize yourself with this policy.
  - (iii) Nominet UK Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Nominet UK-adopted policy, term or condition, or pursuant to any registrar or registry procedure not inconsistent with an Nominet UK-adopted policy, (1) to correct mistakes by a registrar or the registry in registering the name, or (2) for the resolution of disputes concerning the domain name. The current Nominet UK terms and conditions can be found at: <http://www.nominet.org.uk/ReferenceDocuments/TermsAndConditions/TermsAndConditions.html>
- When you submit a request for a domain name registration with Tucows and/or Reseller, you will be entering into two contracts – one contract with Tucows and/or Reseller and one contract with Nominet UK.
- Tucows and your Reseller will act as agents on your behalf by submitting your application to Nominet for you, however, you will still be entering into a direct contract between you and Nominet UK. This is a separate contract from this agreement; may be found at <http://resellers.tucows.com/contracts/uk/ukterms>. Tucows and Reseller must also make you aware that by accepting Nominet’s terms and conditions you are consenting to Nominet using your personal data for a variety of reasons. In particular, your name and address may be published as part of Nominet’s Whois look-up service.
- (iv) Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with Nominet UK policies and procedures..
- (n) **.us Domains.** In the case of a “.us” registration, the following terms and conditions will apply:
- (i) “DOC” means the United States of America Department of Commerce.
  - (ii) “.us Nexus Requirement”. Only those individuals or organizations that have a substantive lawful connection in the United States are permitted to register for .usTLD domain names. Registrants in the .usTLD must satisfy

the nexus requirement (“Nexus” or “Nexus Requirements”) set out at: [http://www.neustar.us/policies/docs/ustld\\_nexus\\_requirements.pdf](http://www.neustar.us/policies/docs/ustld_nexus_requirements.pdf).

- (iii) Selection of a Domain Name. You certify and represent that:
  - (A) You have and shall continue to have, a bona fide presence in the United States on the basis of real and substantial lawful contacts with, or lawful activities in, the United States as defined in Section (ii) hereinabove;
  - (B) The listed name servers are located within the United States;
  - (C) The data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete;
  - (D) To the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;
  - (E) That the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;
  - (F) You have the authority to enter into this Registration Agreement.
- (iv) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy and the usDRP, as defined below, that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with these policies.
- (v) Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:
  - (A) The Nexus Dispute Policy (“Dispute Policy”), available at: [http://www.neustar.us/policies/docs/nexus\\_dispute\\_policy.pdf](http://www.neustar.us/policies/docs/nexus_dispute_policy.pdf). The Dispute Policy will provide interested parties with an opportunity to challenge a registration not complying with the Nexus Requirements.
  - (B) The usTLD Dispute Resolution Policy (“usDRP”) available at: <http://www.neustar.us/policies/docs/usdrp.pdf>. The usDRP is intended to provide interested parties with an opportunity to challenge a registration based on alleged trademark infringement.
  - (C) In addition to the foregoing, you agree that, for the adjudication of disputes concerning or arising from use of the Registered Name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (i) of your domicile, (ii) where Tucows is located, and (iii) the United States.

- (i) Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, the DOC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a DOC or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes concerning the domain name. The Registry Operator's policies can be found at <http://www.neustar.us/policies>.
- (ii) Indemnity. The DOC shall be added to the parties you have agreed to indemnify in Section 13 hereinabove.
- (iii) Information. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information:
  - (A) Your full name, postal address, e-mail address and telephone number and fax number (if available) (or, if different, that of the domain name holder);
  - (B) The domain name being registered;
  - (C) The name, postal address, e-mail address, and telephone number and fax number (if available) telephone numbers of the administrative contact, the technical contact and the billing contact for the domain name;
  - (D) The IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name;
- (iv) In addition to the foregoing, you will be required to provide additional Nexus Information. The Nexus Information requirements are set out at [http://www.neustar.us/policies/docs/ustld\\_nexus\\_requirements.pdf](http://www.neustar.us/policies/docs/ustld_nexus_requirements.pdf).

Any other information, which we request from you at registration, is voluntary. Any voluntary information we request is collected for the purpose of improving the products and services offered to you through your Reseller.
- (v) Disclosure and Use of the Registration Information. You agree and acknowledge that we will make domain name registration information you provide available to the DOC, to the Registry Operator, and to other third parties as applicable. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our Whois service) or other purposes as required or permitted by the DOC and applicable laws.

You hereby consent to any and all such disclosures and use of information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized accessor disclosure, alteration or destruction of that information.

33. **WHOIS PRIVACY SERVICE.** The following terms and conditions will apply if you subscribe to the Whois Privacy Service:

- (a) Subscribers to the Whois Privacy Service have elected to include the following information in the publicly available Whois Registry:
  - (i) Contactprivacy.com shall appear as the Registrant and Contacts name(s);
  - (ii) Tucows' postal address and a Tucows assigned email address and telephone number shall appear on behalf of the Registrant and the Contact(s);
  - (iii) The primary and secondary nameservers shall be those designated by the Registrant;
  - (iv) The original date of registration and the expiration of each domain name;
  - (v) Tucows will be identified as the registrar of record.
- (b) You understand and agree that the Registrant and Contact Information that you have provided will be kept on file. You further agree and warrant that you will ensure that the Whois Information is true, accurate and up to date.
- (c) You will retain complete control over the domain name and its registration records and may suspend and reinstate the Whois Privacy Service at your discretion.
- (d) The Whois Privacy Service may be used with both new and existing domain name registrations. You may use the Whois Privacy Service with respect to a domain name that has been transferred but it will only commence after the transfer has been completed. If you wish to transfer the domain name to a different registrar, the Whois Privacy Service must be disabled in order to initiate the transfer.
- (e) We will send all obligatory renewal and transfer related messages to the Contacts you have designated.
- (f) Communications Forwarding. Communications received with respect to a particular domain name registration will be handled as follows:
  - (i) We will forward to you or a Contact all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to you or your Contact. Regular postal mail will be discarded or returned to sender at our discretion.

- (ii) Email correspondence will be forwarded according to the instructions of the Registrant as they appear in our records.
  - (iii) A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the [contactprivacy.com](http://contactprivacy.com) web site where written messages will be forwarded according to your instructions.
  - (iv) We will only be responsible for forwarding communications where our details have appeared in the whois and when your Whois Information is accurate, complete and up to date.
- (g) Right to Suspend and Disable. We shall have the right, at our sole discretion and without liability to you or any of your Contacts, suspend or cancel your domain name and to reveal Registrant and Contact Whois Information in certain circumstances, including but not limited to the following:
- (i) when required by law;
  - (ii) in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law;
  - (iii) to comply with a legal process served upon Tucows;
  - (iv) to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy;
  - (v) to avoid financial loss or legal liability;
  - (vi) if we believe that you or one of your Contacts is using the Whois Privacy Service to conceal involvement with illegal, illicit, objectionable or harmful activities; or
  - (vii) to transmit SPAM, viruses, worms or other harmful computer programs.
- (h) You understand and agree that, in the event that we receive a formal complaint, notice of claim or UDRP, that we will have the right to disable the Whois Privacy Service pending final disposition of the matter.

**ACCEPTANCE OF AGREEMENT.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

**Exhibit B**  
**Registration Fee Schedule**

**.com/net**

Each one (1) year registration or portion or combination thereof :	US \$9.85
Each one (1) year renewal or portion or combination thereof :	US \$9.85
Each one (1) year transfer or portion or combination thereof :	US \$9.85

**.org**

Each one (1) year registration or portion or combination thereof :	US \$9.85
Each one (1) year renewal or portion or combination thereof :	US \$9.85
Each one (1) year transfer or portion or combination thereof :	US \$9.85

**.info**

Each one (1) year registration or portion or combination thereof :	US \$9.85
Each one (1) year renewal or portion or combination thereof :	US \$9.85
Each one (1) year transfer or portion or combination thereof :	US \$9.85

**.biz**

Each one (1) year registration or portion or combination thereof:	US \$9.85
Each one (1) year renewal or portion or combination thereof :	US \$9.85
Each one (1) year transfer or portion or combination thereof :	US \$9.85

**.name**

Each one (1) year registration or portion or combination thereof:	US \$9.85
Each one (1) year renewal or portion or combination thereof :	US \$9.85
Each one (1) year transfer or portion or combination thereof :	US \$9.85

**.at**

Each one (1) year registration or portion or combination thereof:	US \$25.00
Each one (1) year renewal or portion or combination thereof :	US \$25.00
Each one (1) year transfer or portion or combination thereof :	US \$25.00

**.be**

Each one (1) year registration or portion or combination thereof:	US \$15.00
Each one (1) year renewal or portion or combination thereof :	US \$15.00
Each one (1) year transfer or portion or combination thereof :	US \$15.00



**.ca**

Each one (1) year registration or portion or combination thereof:	US \$15.00
Each one (1) year renewal or portion or combination thereof :	US \$15.00
Each one (1) year transfer or portion or combination thereof :	US \$15.00

**.cc**

Each one (1) year registration or portion or combination thereof:	US \$30.00
Each one (1) year renewal or portion or combination thereof :	US \$30.00
Each one (1) year transfer or portion or combination thereof :	US \$30.00

**.ch**

Each one (1) year registration or portion or combination thereof:	US \$75.00
Each one (1) year renewal or portion or combination thereof :	US \$50.00
Each one (1) year transfer or portion or combination thereof :	US \$50.00

**.cn**

Each one (1) year registration or portion or combination thereof:	US \$35.00
Each one (1) year renewal or portion or combination thereof :	US \$35.00
Each one (1) year transfer or portion or combination thereof :	US \$35.00

**.de**

Each one (1) year registration or portion or combination thereof:	US \$8.00
Each one (1) year renewal or portion or combination thereof:	US \$8.00
Each one (1) year transfer or portion or combination thereof :	US \$8.00

**.eu*****Sunrise registrations: December 7, 2005 to April, 2006***

Application by a Public Body	US \$ 49.00
Application by Registered Trademark Owners	US \$ 59.00
Application by a Claimant of non- registered Rights	US \$109.00

Sunrise applications, save those filed by those seeking a registration of a public body name may be eligible for a refund. The amount of the refund payable to applicant is subject to change and may be affected by fluctuations in the Euro and the US dollar.

***General Registrations commencing April 2006***

Each one (1) year registration or portion or combination thereof:	US \$13.00
Each one (1) year renewal or portion or combination thereof:	US \$13.00
Each one (1) year transfer or portion or combination thereof :	US \$13.00
Each redemption of an expired domain prior to deletion by the registry	US \$80.00

**.fr**

Each one (1) year registration or portion or combination thereof:	US \$25.00
Each one (1) year renewal or portion or combination thereof:	US \$25.00
Each one (1) year transfer or portion or combination thereof :	US \$25.00

**.it**

Each one (1) year registration or portion or combination thereof:	US \$15.00
Each one (1) year renewal or portion or combination thereof:	US \$15.00
Each one (1) year transfer or portion or combination thereof :	US \$15.00

**.nl**

Each one (1) year registration or portion or combination thereof:	US \$ 8.00
Each one (1) year renewal or portion or combination thereof:	US \$ 8.00
Each one (1) year transfer or portion or combination thereof :	US \$10.00

**.tv**

Each one (1) year registration or portion or combination thereof:	US \$35.00
Each one (1) year renewal or portion or combination thereof :	US \$35.00
Each one (1) year transfer or portion or combination thereof :	US \$35.00

*\*\*\* Customers will deal directly with the Registry for amounts payable for “high profile” registrations.*

**.co.uk, .org.uk, .me.uk**

Each two (2) year registration or portion or combination thereof:	US \$13.00
Each two (2) year renewal or portion or combination thereof :	US \$13.00
Each two (2) year transfer or portion or combination thereof :	US \$13.00

**.plc.uk, .net.uk and .ltd.uk**

Each two (2) year renewal or portion or combination thereof :	US \$13.00
Each two (2) year transfer or portion or combination thereof :	US \$13.00

**.us**

Each one (1) year registration or portion or combination thereof:	US \$ 9.85
Each one (1) year renewal or portion or combination thereof :	US \$ 9.85
Each one (1) year transfer or portion or combination thereof :	US \$ 9.85

**Whois Privacy Service**

Reseller will be charged US\$0.17 per month, or US\$2.04 for each year a domain name is registered with Tucows.

Fees will be charged on a monthly basis.

All gTLD's will be subject to an additional \$.25 administration fee per transaction which fee shall be payable to ICANN. ICANN fees are charged to resellers at cost and are subject to change at any time.

*Applicable taxes and handling fees are extra.*