



Priloga A

Registracijska pogodba za registracijo domen

1. V tej registracijski pogodbi se pojmi »Registrant«, »vi« in »vaš« nanašajo na nosilca registrirane domene, »mi« in »naš« na AOI d.o.o., »Storitev« ali »Storitve« pa na registracijske storitve domen ki jih ponujamo mi ali so ponujene preko _____, »Ponudnika storitev registracij« (»Posrednik«). Vsaka referenca na »Register« ali »Operater registra« se nanaša na administrativno registracijsko telo za vrhno internetno domeno (»TLD«), povezan z izbrano domeno. Ta pogodba pojasnjuje naše dolžnosti do vas, in pojasnjuje vaše dolžnosti do nas za Storitve. S sprejemom pravil in pogojev v tej Pogodbi se hkrati strinjate, da ste zavezani k spoštovanju pravil in pogojev kot jih določa register za vse Storitve, opravljene znotraj tega registra.

2. IZBIRA DOMENE. Seznanjeni ste in se strinjate s tem, da ne moremo zagotoviti, da boste lahko registrirali izbrano domeno, čeprav vpogled prikazuje da je domena na voljo v času vložitve vaše prošnje za registracijo domene. Zagotavljate, da registracija domene ali nameravani način uporabe domene, neposreden ali posreden, ne posega v pravice tretjih oseb, ter da domene ne registrirate z namenom uporabe v protizakonite namene in tudi kadarkoli v obdobju registracije ne bo uporabljena v kakršnekoli protizakonite namene. V času med registracijo domenskega imena in določitvi aktivnih imenskih strežnikov, lahko na domenskem imenu objavimo stoječo spletno stran in kakršnikoli prihodki iz tega naslova bodo za naš račun.

3. STROŠKI. Strinjate se, da boste v povezavi s Storitvami Posredniku poravnali stroške v povezavi z izbranimi Storitvami pred učinkom registracije izbrane domene ali njenega podaljšanja. Vsi stroški, povezani s Storitvami so dokončni in se ne vračajo, četudi bi vaša domena bila suspendirana, preklicana, izbrisana ali prenesena na drugega nosilca pred koncem obdobja registracije. Nadalje se v povezavi s Storitvami strinjate, da (1) boste zagotovili določene ažurne, popolne in natančne informacije o vas, kot to zahteva proces registracije domene, in da (2) boste ob spremembi teh podatkov te podatke vzdrževali in posodabljali, tako da bodo ti podatki ostali ažurni, popolni in natančni. Vse takšne informacije označujemo s pojmom podatki računa (»Podatki Računa«). Zagotavljate, da so Podatki Računa in vse druge izjave, ki jih podate v vlogi za registracijo domene, točni, popolni in natančni. Tako AOI kot ustrezni Register si pridržujeta pravico do prekinitve registracije vaše domene, če: (i) so informacije, ki jih posredujete vi ali vaš agent napačne, netočne, nepopolne, nezanesljive, zavajajoče ali drugače prikrivajo podatke; ali (ii) če Podatkov Računa ne vdružujete in posodabljate ter v času uporabe Storitvev ne zagotavljate, da so vaši Podatki Računa točni, popolni, ažurni ter zanesljivi. Seznanjeni ste s tem, da kršitev te točke 3 Registracijske pogodbe pomeni materialno kršitev Registracijske pogodbe za registracijo domen, ki kot posledico lahko pomeni takojšno prekinitve te pogodbe z naše strani ali strani ustreznega registra domen, brez predhodnega obvestila ali vračila plačila Storitvev.

4. OBDOBJE REGISTRACIJE. Ta pogodba velja in ostane v veljavi v času registracije domene, kot izbrano, zabeleženo in plačano v času registracije domene ali vsakokratnega podaljšanja domene. V primeru prenosa domene drugemu registrarju, določila te pogodbe prenehajo veljati.

5. SPREMEMBE POGODBE. Seznanjeni ste in razumete, da se prakse registracij in administracije domenskih imen razvijajo in spreminjajo; zaradi tega se strinjate, da lahko AOI spremeni to pogodbo, ali katerokoli drugo povezano in/ali uporabljeno pogodbo, kot je to potrebno zaradi uveljavljanja naših pogodbenih obveznosti do ustreznega domenskega registra, ICANN, ali drugih povezanih oseb, pa tudi da se prilagodimo spremembam okoliščin na trgu. Vse spremembe te Pogodbe bodo objavljene na naši spletni strani. Vaša nadaljna uporaba registrirane domene po spremembi pogojev bo pomenila, da se strinjate z vsakokratno spremembo te Pogodbe. Če se s spremembo pogodbe ne strinjate, lahko zahtevate, da se registracija vaše domene prekine ali zahtevate prenos domene drugemu akreditiranemu registrarju. Strinjate se, da boste v primeru, da se s spremembami pogodbe ne strinjate, morebitni stroški izbrisa ali prenosa domene drugemu registrarju, krili izključno vi.

6. SPREMEMBE PODATKOV RAČUNA. Za spremembo kateregakoli Podatka Računa morate uporabiti uporabniško ime ter geslo, ki ste ga izbrali ko ste odprli račun pri nas. Zagotavljate, da boste uporabniško ime in geslo skrbno varovali pred zlorabami in nepooblaščenno uporabo. Mi ne bomo v nobenem primeru odgovorni za napačno uporabo ali zlorabo vašega uporabniškega imena ali gesla.

7. BREZ JAMSTVA. Strinjate se, da registracija ali rezervacija izbrane domene ne pomeni imunitete pred ugovorom zoper registracijo, rezervacijo ali uporabo domenskega imena.

8. DOMENSKI SPORI. Strinjate se, da bo v primeru, da tretja oseba zoper vašo registracijo ali

rezervacijo domene vložijo ugovor ali jo izpodbija, registracija vaše domene obravnavana skladno z določili politike razreševanja domenskih sporov (»dispute policy«) povezanega registra domen. Strinjate se, da v primeru, da domenski spor nastane v povezavi s katerokoli tretjo osebo, mi ne bomo odgovorni za določila takšne politike razreševanja sporov ter uporabe politike razreševanja sporov s strani registra. Če je AOI obveščen, da je bila vložena sodna ali administrativna pritožba zoper registracijo vaše domene pri sodnem ali administrativnem telesu lahko AOI, po lastni presoji, onemogoči uporabo vaše domene ali opravi spremembe v registraciji vaše domene, za čas dokler (i) AOI prejme odredbo sodnega ali administrativnega telesa za izvedbo sprememb na registraciji domene, ali (ii) AOI prejme obvestilo z vaše strani in strani tretje osebe, ki je sprožila ugovor zoper registracijo, da je bil spor razrešen. Nadalje se strinjate, da v primeru sodnega ali administrativnega postopka glede registracije ali uporabe vaše domene, AOI lahko prenese (trajno ali začasno) nadzor nad vašimi registracijskimi zapisi na register ali drugo sodno telo.

9. POLITIKE. Strinjate se, da je registracija vaše domene lahko predmet prekinitve uporabe, preklica, izbrisa ali prenosa v skladu s politikami in registracijskimi pravili AOI, domenskega registra ali vlade, ali v povezavi s katerokoli postopkom registra ali registrarja, ki ni v nasprotju z registracijskimi politikami AOI, domenskega registra ali vlade, (1) zaradi popravkov napak, ki smo jih storili mi ali register ob registraciji domene ali (2) v zvezi z reševanjem domenskih sporov.

10. AGENCIJSKE STORITVE. V kolikor nameravate uporabo domene licencirati tretji osebi, boste ne glede na to nosilec domene in posledično odgovorni, da boste posredovali polne in pravilne kontaktne podatke nosilca ter zagotavljanjem ažurnih in točnih podatkov o tehnični in administrativni kontaktni osebi, potrebni za reševanje kakršnihkoli težav, ki bi nastale v zvezi z domeno. Sprejemate odgovornost za škodo, ki bi jo povzročila nepravilna uporaba domene ali uporaba domene v nasprotju z zakoni, razen v primeru da takoj razkrijete tekoče kontaktne podatke ter identiteto tretje osebe z licenco stranki, ki nasproti nosilcu domene izkazuje primerne dokaze o škodi. Zagotavljate, da boste v pogodbo s tretjo osebo vključili pogoje, določene v tej registracijski pogodbi.

11. OBVESTILA. Pridržujemo si pravico, da vam posredujemo informacije v zvezi z našimi storitvami, pa tudi storitvah naših partnerjev. Takšne informacije bodo v večji meri informativne in lahko vključujejo obvestila o spremembah, nadgradnjah, novih produktih ali drugih informacijah za izboljšanje varnosti ali izboljšanje vaše identitete na Internetu.

12. OMEJITEV ODGOVORNOSTI. Strinjate se, da je naša celotna odgovornost in vaše izključno poplačilo v povezavi s Storitvami po tej pogodbi, omejena na znesek plačila osnovne registracije vašega domenskega imena. AOI in njegovi direktorji, zaposleni, povezane osebe in podružnice, agenti in posredniki storitev registracij, ICANN in registri domen, ne bodo odgovorni za kakršnokoli neposredno ali posredno, naključno, posebno ali posledično škodo ki bi izhajala iz uporabe ali nezmožnosti uporabe Storitvev ali stroškov uporabe nadomestnih storitev. V državah, kjer izključitev ali omejitev odgovornosti za posledično ali naključno škodo ni dovoljena, je v takih državah naša odgovornost omejena, kolikor to dovoljuje zakon. Zavračamo vso in vsakršno škodo ali odgovornost, ki bi izhajala iz (vendar ne omejeno na): (1) izgube ali škode zaradi zakasnitev pri dostopu ali prekinitve dostopa; (2) izgube ali škode zaradi nedostave podatkov ali napačne dostave podatkov; (3) izgube ali škode zaradi višje sile; (4) izgube ali škode kot posledice neavtorizirane uporabe ali napačne uporabe vašega uporabniškega imena in gesla; (5) izgube ali škode zaradi napak, opustitev ali nepravilnih izjav v katerikoli in vseh Storitvah, ponujenih po tej Pogodbi; (6) izgube ali škode zaradi prekinitve delovanja vaše domene. Strinjate se, da ne bomo odgovorni za kakršnokoli izgubo registracije ali uporabe domenskega imena, ali zaradi prekinitve poslovanja, ali kakršnokoli posredno, posedno, naključno ali posledično škodo katerekoli vrste (vključno z izgubo dobička) ne glede obliko, tudi v primeru da nas na možnost takšne škode opozorite.

13. ODŠKODNINA. Strinjate se, da odvezujete odškodnine in prevzimate odškodninsko odgovornost nase, za AOI, njegove pogodbenike, agente, zaposlene, direktorje in družbenike, povezane osebe, ICANN ter ostale domenske registre in njihove direktorje, družbenike, zaposlene, agente in povezane osebe od vseh odškodnin, zahtevkov in stroškov, vključno z odvetniškimi stroški, in morebitne odškodninske zahtevke s strani tretjih oseb, ki bi izhajale iz ali so v povezavi z registracijo ali uporabo registrirane domene, registrirane za vas (ne glede na to, ali domeno uporabljate sami, je licencirana tretji osebi, ali uporablja storitev zaščite identitete nosilca), prevzimate nase, vključno z (vendar ne omejeno na) kršitve z vaše strani ali tretje strani z dostopom do vašega uporabniškega imena in gesla. Prav tako se strinjate, da nas odvezujete vseh odškodnin v povezavi s pogoji, ki jih določa politika razreševanja domenskih sporov pri ustreznem domenskem registru. V kolikor nam tretja oseba zagrozi s tožbo v povezavi z vašo domeno, smemo od vas zahtevati dodatno pisno zagotovilo o prevzemu morebitne odškodnine; v kolikor iz vaše strani ne prejmemo takšnega zagotovila to smemo obravnavati kot kršitev te Pogodbe, zaradi česar lahko prekinemo ali prekličemo registracijo domene. Obveznost odveze in prevzema odškodnin v povezavi z registracijo izbrane domene ostane v veljavi tudi po prekinitvi ali prenehanju te Pogodbe.

14. PRENOS LASTNIŠTVA. Oseba, ki je v storitvi Whois navedena kot Registrant, je registrirani nosilec domene. Oseba, določena kot administrativni kontakt, se šteje kot pooblaščenca s strani registranta za upravljanje z domeno. Strinjate se, da boste pred prenosom domene na tretjo osebo (»Prevzemnik domene«), od prevzemnika domene pridobili pisno potrditev sprejema vseh pogojev in določb te registracijske pogodbe. V kolikor prevzemnik domene ne sprejme pogojev te pogodbe na razumen način (ki ga določimo mi po lastni presoji), bo vsak tak prenos lastništva ničen.

15. OBNOVA IN PREPUSTITEV DOMENE. Domene so registrirane za končno časovno obdobje. Pred potekom domene boste prejeli opomnike, s katerimi vas bomo povabili k podaljšanju domene in navedli, koliko časa še imate za obnovo domene. V kolikor do poteka domene ne obnovite registracije, bo vaša registracija potekla in mi lahko po naši presoji prevzamemo registracijo domene in jo, po naši presoji, zadržimo za svoj račun, jo izbrišemo ali prodamo tretji osebi. Razumete in se strinjate da vaša pravica do domenskega imena preneha z dnem poteka registracije in da so vse pretečene domene lahko dane na voljo za registracijo s strani tretje osebe.

V kolikor ne obnovite registracije domene, se bo domena prenehala razreševati v sistemu DNS in/ali je lahko preusmerjena na splošno stran, kjer bodo obiskovalci obveščeni da spletno mesto ni več na voljo. Ta 'parkirana' ali 'privzeta' stran lahko vsebuje oglase, ki jih določimo mi za naš lasten račun.

Če smo mi, po svoji presoji, podaljšali registracijo domene, vam bo na voljo dodaten rok štiridesetih (40) dni, v katerem lahko ponovno registrirate domeno od nas. V tem primeru boste morali poravnati tudi dodatne stroške odkupa in ponovne registracije. V odkupnem času lahko objavimo 'parkirano' stran in/ali lahko spremenimo registracijske podatke v Whois podatkovni bazi, ki bodo vsebovali bodisi naše podatke ali pa podatke partnerja, preko katerega ste registrirali domeno. Domena je v odkupnem obdobju lahko tudi dana na avkcijo ali je promovirana kot na voljo za avkcijo. Če je domena prodana na avkciji, jo bo prevzela tretja oseba in ne bo več na voljo za ponovno registracijo z vaše strani po potečenem času za odkup domene. Če znotraj odkupnega časa ne ponovno registrirate domeno po prodaja tretji osebi zaključena in lastništvo domene preneseno na tretjo osebo.

V kolikor v odkupnem času ne obnovite registracije domene, se strinjate da ste domensko ime opustili in da je na voljo za prodajo in registracijo katerekoli tretje osebe.

16. KRŠITEV. Strinjate se, da je neupoštevanje katerekoli določbe te Pogodbe, kateregakoli operativnega pravila ali politike, ali politike razreševanja domenskih sporov, lahko z naše strani razumljeno kot materialna kršitev pogodbe, na podlagi katere vam lahko pošljemo obvestilo o kršitvi. V kolikor v petnajst (15) koledarskih dneh od datuma takšnega obvestila, ne posredujete zadovoljivih dokazov (po naši presoji), da svojih pogodbenih obveznosti niste kršili, lahko izbrišemo registracijo ali rezervacijo vaše domene. Kršitev pogodbe se ne po štela za opravičljivo zgolj zaradi tega, ker nismo reagirali prej v odgovor na to, ali katerokoli drugo vašo kršitev pogodbe.

17. OMEJITEV ODGOVORNOSTI. Strinjate se, da je uporaba Storitve izključno na lastno odgovornost. Strinjate se, da Storitve ponujamo v obliki kot so in ko (če) so na voljo. Izrecno odrekamo vsa jamstva, izrecna ali implicirana. Ne jamčimo, da bodo Storitve skladne z vašimi zahtevami, ali da bodo Storitve na voljo neprekinjeno, varno ali brez napak; tudi ne dajemo nobenih jamstev glede rezultatov uporabe Storitve ali glede točnosti ali zanesljivosti katerihkoli podatkov ki bi jih prejeli skozi uporabo Storitve. Ne jamčimo, da bodo morebitne nepravilnosti v delovanju Storitve odpravljene. Razumete in se strinjate s tem, da podatke ki jih prenesete ali drugače pridobite z uporabo Storitve, pridobivate po lastni presoji in na lasten riziko in da boste sami odgovorni za kakršnokoli škodo vašemu računalniškemu sistemu ali izgubo podatkov, ki bi bila rezultat takšnega prenosa podatkov. Ne dajemo nobenih jamstev glede katerihkoli dobrin ali storitev, ki bi jih kupili ali drugače pridobili skozi Storitve ali katerihkoli drugih transakcij, v katere vstopate preko uporabe Storitve. Noben nasvet ali informacija, pisna ali ustna, ki bi jo pridobili od nas ali skozi Storitve ne bo pomenila kakršnegakoli jamstva, ki ni izrecno določeno v teh pogojih.

18. INFORMACIJE. V postopku registracije domen nam morate posredovati določene podatke in nam v primeru sprememb o njih nemudoma obvestiti, da bodo naši podatki ažurni, popolni in točni. Dolžni ste nam posredovati naslednje podatke:

(a) vaše ime, poštni naslov, elektronski naslov, ter telefonsko in faks (če je na voljo) številko;

(b) domensko ime, ki je predmet registracije;

(c) ime, poštni naslov, elektronski naslov, ter telefonsko in faks (če je na voljo) številko administrativne kontaktne osebe za domensko ime;

(d) ime, poštni naslov, elektronski naslov, ter telefonsko in faks (če je na voljo) številko plačnika domenskega imena; ter

(e) ime, poštni naslov, elektronski naslov, ter telefonsko in faks (če je na voljo) številka tehnične kontaktne osebe za domensko ime.

Vsi prostovoljno dani podatki so zbirani z namenom, da lahko nadaljujemo z nadgradnjo naših produktov in storitev, ki vam jih ponujamo (tudi preko ponudnikov registracijskih storitev)

19. RAZKRITJE IN UPORABA REGISTRACIJSKIH PODATKOV. Strinjate se in razumete, da bomo določene podatke, ki nam jih posredujete, posredovali ICANN, operaterju in/ali administratorju domenskega registra, sodnim in davčnim organom ali tretjim osebam, kot bo to potrebno. Nadalje razumete in se strinjate, da so ti podatki lahko javno dostopni, ali neposredno dostopni tretjim ponudnikom storitev, določeni ali vsi podatki o registraciji domene, za namene pregleda (npr. preko storitve Whois) ali za druge namene, kot je to zahtevano ali dovoljeno s strani ICANN in ustreznih zakonov.

(a) Na tem mestu dajete soglasje za katerokoli in vsakršno takšno razkritje in uporabo podatkov, ki ste jih posredovali v zvezi z registracijo domenskega imena (vključno s kasnejšimi spremembami teh podatkov), v trajanju in po poteku registracije domenskega imena. Nepreklicno se odrekate vsakršnim zahtevkom ali pravnim postopkom zaradi takšnega razkritja podatkov o registraciji domene z naše strani.

(b) Dostopati smete do podatkov o registraciji domenskega imena v naši posesti z namenom pregleda, spremembe ali osvežitve teh podatkov, z uporabo našega spletnega vmesnika za upravljanje domen ali podobne storitve, ki vam je na voljo preko vašega posrednika/ponudnika storitev registracij domen.

(c) Ne bomo obdelovali ali hranili podatkov o fizičnih osebah, ki nam jih posredujete, v obliki ki ne bi bila kompatibilna z dosegom namena te Pogodbe ali drugimi omejitvami, določenimi v tej Pogodbi.

(d) Uporabili bomo razumne preventivne ukrepe, da bomo zaščitili podatke, ki nam jih posredujete, pred izgubo, napačno uporabo, neavtoriziranim razkritjem, spremembo ali uničenjem teh podatkov.

20. OBVEZNOST VZDRŽEVANJA STORITVE WHOIS. V kolikor nam z namenom posredujete netočne ali nezanesljive podatke, ali z namenom nemudoma po spremembi ne osvežite podatkov, ali če se ne odzivite na naša vprašanja in/ali zahtevke, poslane na elektronski naslov nosilca domene, administrativne in/ali tehnične kontaktne osebe ali elektronski naslov plačnika domene, kot so prikazani v imeniški storitvi Whois v povezavi z domenskim imenom, bo to pomenilo kršitev te Pogodbe in je razlog za prekinitev registracije domenskega imena. Vsi pridobljeni podatki o fizičnih osebah (»Osebni podatki«) bodo uporabljeni v povezavi z registracijo domene in za namene izvajanja te Pogodbe ter kot to zahteva ali dovoljuje ICANN ali ustrezní domenski register.

21. PREKLIC. Mi, po naši lastni presoji, si pridržujemo pravico za zavrnitev, preklic, zamrznitev, prenos ali spremembo katerekoli registracije domenskega imena, da bi popravili napako, zavarovali integriteto in stabilnost podjetja in/ali kateregakoli ustreznega domenskega registra, zaradi uskladitve s katerimikoli ustreznimi zakoni, vladnimi pravili, ali da bi se izognili kakršnikoli pravni odgovornosti, civilni ali kazenski. Strinjate se, da nasproti vam ne bomo odškodninsko odgovorni zaradi kakršnekoli izgube ali škode ki bi bila posledica naše zavrnitve za registracijo, ali preklica, zamrznitve, prenosa ali spremembe vaše registracije domenskega imena.

22. NESKLADNOST S PRAVILI DOMENSKIH REGISTROV. V primeru, da je ta Pogodba v neskladju s katerokoli določbo, pogojem, politiko ali proceduro določenega domenskega registra, bo nad to Pogodbo prevladala določba, pogoj, politika ali procedura domenskega registra.

23. NEODPOVED. V kolikor ne zahtevamo izpolnitve kateregakoli tukaj določenega pogoja od vas v določenem roku ne vpliva na našo polno pravico da izpolnitev takšnega pogoja od vas kadarkoli v prihodnosti; niti ne bo opustitev dejanj z naše strani ob kršitvi kateregakoli pogoja te Pogodbe pomenila neveljavnosti tega pogoja.

24. OBVESTILA. Vsa obvestila, navodila ali druga komunikacija v zvezi s to Pogodbo bo pisna in vročena preko elektronske ali redne pošte. V primeru pošiljanja preko elektronske pošte, se bo kot veljavno vročena pošta štela samo tista, za katero bo prejemnik pridobil elektronsko potrditev prejema. Elektronska obvestila naslovljena na AOI morajo biti poslana na naslov dom-reg@aoiteam.com. Obvestila poslana vam bodo poslana na elektronski naslov, ki ga vi določite v svojih Whois podatkih. Elektronska pošta se bo štela kot vročena in učinkujoča na dan dostave elektronske pošte, če je datum delovni dan in je bila vročitev opravljena pred 16:00 CET, sicer se bo štela kot vročena na naslednji delovni dan. V



primeru običajne pošte se bo obvestilo štelo kot veljavno in vročeno po petih (5) delovnih dneh po datuma odpošiljatve. Poštna obvestila AOI morajo biti poslana na:

AOI d.o.o.
Registrant Affairs Office
Mestni trg 16
SI-3210 Slovenske Konjice, Slovenia
Attention: Legal Affairs

in v primeru pošiljanja poštnega obvestila vam bo obvestilo poslano na naslov, kot je določen za »Administrativni kontakt« v vašem Whois zapisu.

25. CELOTNA POGODBA. Strinjate se, da je ta Pogodba, ustrezna politika domenskih sporov, in registracijska pravila ki jih objavi AOI in ustrezni domenski register ali drugo nadrejeno telo celotna in izključna pogodba med vami in nami glede naših Storitvev..

26. BREZ TRETJIH UPRAVIČENCEV. Ta Pogodba ne bo razumljena za vzpostavitev bodisi AOI bodisi Registranta do katerekoli osebe, ki ni stranka te Pogodbe. Uveljavitev te Pogodbe, vključno z določbami, ki so vključene po povezavah na druge pogodbe, je zadeva le pogodbenih strank te Pogodbe.

27. NADREJENO PRAVO. ZA IZVAJANJE IN RAZUMEVANJE TE POGODBE VELJAJO ZAKONI V REPUBLIKI SLOVENIJI. KAKRŠNAKOLI PRAVNA AKCIJA V ZVEZI S TO POGODBO MORA BITI IZVEDENA V SLOVENIJI IN NEPREKLICNO SE STRINJATE Z JURISDIKCIJO SLOVENSkih SODIŠČ.

28. MLADOLETNOST. Izjavljate, da ste polnoletni in opravilno sposobni za sklenitev te Pogodbe.

29. VIŠJA SILA. Strinjate se, da niti mi niti domenski register ne bo odgovoren za kakršnekoli prekinitve ali zamude pri izvajanju naših obveznosti po tej pogodbi, ki bi bile povzročene zaradi vzroka, ki ni pod našim (razumnim) nadzorom, vključno vendar ne omejeno na, višjo silo, dejanj civilne ali vojaške oblasti, požarov, vojn, neredov, potresov, neviht, tajfunov in poplav.

30. ZASEBNOST. Informacije, ki jih pridobivamo o vas so predmet AOI-jeve politike zasebnosti, katere pravila so del te pogodbe. AOI-jeva politika zasebnosti je na voljo na naslovu: <http://www.aoi.eu/privacy>

31. JEZIK POGODBE. V primeru da berete to Pogodbo v jeziku ki ni angleški, se strinjate da v primeru neskladja ali nasprotja v razumevanju ali prevodu velja angleška različica te pogodbe.

32. TLDji. V zvezi z registriranimi domenami veljajo še dodatna pravila pri raznih registrih domen:

.si domene: V primeru registracije ».si«, dodatno veljajo naslednji pogoji in pravila:

- (i) strinjate se s pravili registracij domen pod .si, objavljenimi na naslovu <http://www.register.si/fileadmin/dokumenti/register/sp-2010.pdf> in izpolnujete pogodbe, ki jih določa Register. Ta pravila lahko register spremeni.
- (ii) strinjate se s pravili *alternativnega reševanja domenskih sporov (ARDS)*, objavljenih na naslovu <http://www.register.si/fileadmin/dokumenti/register/ards/postopekARDS.pdf>

Za druge domenske končnice veljajo ustrazna pravila in zahteve posameznih registrov, zlasti (navedena v angleškem jeziku oz. kot je to zahtevano s strani posameznih registrov domen):

.com/net domene: 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.

.org domene: In the case of a ".org" registration, the following terms and conditions will apply:

- (iii) 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;
- (iv) 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.
- (v) .info Domains: In the case of a ".info" registration, the following terms and conditions will apply:
 - (vi) 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;
 - (vii) 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;
 - (viii) 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;
 - (ix) 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.
 - (x) .biz Domains. In the case of a ".biz" registration, the following terms and conditions will apply:
 - (xi) .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>.
 - (xii) 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.
 - (xiii) 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.
 - (xiv) 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").

- (xv) 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.
- (xvi) 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.
- (xvii) 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.

.name domene. In the case of a ".name" registration, the following terms and conditions will apply:

- (xviii) .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.
- (xix) .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/en/about/agreements/registries/name/appendix-11-25mar11-en.htm>; and (F) you have the authority to enter into this Registration Agreement.
- (xx) 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. 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.
- (xxi) 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.
- (xxii) 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.
- (xxiii) 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.
 - (xxiv) 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>
 - (xxv) 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 mark 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.
 - (xxvi) 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.
 - (xxvii) 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.
 - (xxviii) 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.
- .at domene.** In the case of a ".at" registration, the following terms and conditions will apply:
- (xxix) 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.at/en/service/legal_information/terms_conditions/. 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.
- .be domene.** In the case of a ".be" registration, the following terms and conditions will apply:
- (xxx) 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/legal/domain_name_disputes/general_principle. 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.
 - (xxxi) 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/legal/domain_name_disputes/general_principle.
- .ca domene.** In the case of a ".ca" registration, the following terms and conditions will apply:
- (xxxii) 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://cira.ca/assets/Documents/CDRPPolicy.pdf>. Please take the time to familiarize yourself with this policy.
 - (xxxiii) 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.

- (xxxiv) Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with registry policies and procedures.
 - (xxxv) 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/assets/Documents/Legal/Registrants/registrantagreement.pdf>. 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.
 - (xxxvi) 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;
- .cc domene.** In the case of a ".cc" registration, the following terms and conditions will apply:
- (xxxvii) 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.verisign.com/information-services/naming-services/cctlds/page_042130.html. Please take the time to familiarize yourself with this policy.
 - (xxxviii) 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.verisign.com/information-services/naming-services/cctlds/page_042130.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 policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
- .ch domene.** In the case of a ".ch" registration, the following terms and conditions shall apply:
- (xxxix) 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.
 - (xl) 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.
- .cn domene.** In the case of a ".cn" registration, the following terms and conditions shall apply:
- (xli) "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;
 - (xlii) "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;
 - (xlili) "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.
 - (xliv) 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.

- (xlv) 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.
- (xlvi) 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://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t20120830_35737.htm.
- (xlvii) 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.
- (xlviii) 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.
- (xlix) 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 (currently at http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t20120830_35734.htm); (B) Detailed Implementation Rules for Registration of Domain Names in China (currently at http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t20120830_35735.htm); (C) Chinese Domain Names Dispute Resolution Policy (currently at http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t20120830_35737.htm); and (D) CNNIC Implementing Rules of Domain Name Registration (currently at http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t20120830_35735.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.
- (I) 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.
- (ii) 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.
- (iii) 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.

.de domene. In the case of a ".de" registration, the following terms and conditions will apply:

- (liii) 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; 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.
 - (liv) 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.
 - (lv) 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/denic-domain-guidelines.html>; German: (C) DENIC-Registrierungsbedingungen <http://www.denic.de/de/bedingungen.html> (D) DENIC-Registrierungsrichtlinien <http://www.denic.de/de/richtlinien.html>
- .eu domene.** In the case of a ".eu" registration, the following terms and conditions will apply:
- (lvi) 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: (A) an undertaking having its registered office, central administration or principal place of business within the European Community; (B) an organization established within the European Community without prejudice to the application of national law, or (C) a natural person resident within the European Community.
 - (lvii) 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/files/trm_con_EN.pdf. 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.
 - (lviii) 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.
- .fr domene.** In the case of a ".fr" registration, the following terms and conditions will apply:
- (lix) 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.
 - (lx) 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.
 - (lxi) 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: <http://www.afnic.fr/obtenir/chartes/nommage-fr>.
 - (lxii) 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.



- .it domene.** In the case of a ".it" registration, the following terms and conditions shall apply:
- (lxiii) 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.
 - (lxiv) 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/create-and-change.it/regulations-and-guidelines>. 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/everything-on.it/naming-authority/?searchterm=naming%20authority>.
- .nl domene.** In the case of a ".nl" registration, the following terms and conditions shall apply:
- (lxv) 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.
 - (lxvi) 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: https://www.sidn.nl/fileadmin/downloads_en/Terms_and_Conditions/General_Terms_and_Conditions_for_.nl_Registrants.pdf.
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 <https://www.sidn.nl/en/about-nl/disputes-and-complaints/>.
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.
- tv domene.** In the case of a ".tv" registration, the following terms and conditions will apply:
- (lxvii) 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.
 - (lxviii) 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.verisign.com/information-services/naming-services/cctlds/index.html> and expressly agree to the terms outlined therein.
- .uk domene.** In the case of a .uk registration, the following terms and conditions will apply:
- (lxix) "Nominet UK" means the entity granted the exclusive right to administer the registry for .uk domain name registrations.
 - (lxx) 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.nominet.org.uk/disputes/>. Please take the time to familiarize yourself with this policy.
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/disputes/terms/>
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://www.nominet.org.uk/nominet-terms>. 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.

(lxxi) 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.

.us domene. In the case of a ".us" registration, the following terms and conditions will apply:

(lxxii) "DOC" means the United States of America Department of Commerce.

(lxxiii) ".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/the-ustld-nexus-requirements/>.

(lxxiv) 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.

(lxxv) 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.

(lxxvi) 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/nexus-dispute-policy/>. 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/ustld-dispute-resolution-policy/>. 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.

(lxxvii) 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>.

(lxxviii) Indemnity. The DOC shall be added to the parties you have agreed to indemnify in Section 13 hereinabove.

(lxxix) 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;

(lxxx) 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/the-ustld-nexus-requirements/>. 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.

(lxxxi) 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.

.asia domene. In the case of a .asia registration, the following terms apply:

- (lxxxii) The Registered Name Holder/Registrant consents to the use, copying, distribution, publication, modification and other processing of its Personal Data by DotAsia Organisation Limited and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws and privacy.
- (lxxxiii) The Registered Name Holder/Registrant agrees to correct and update the registration information for the Registered Name immediately during the registration term for the Registered Name.
- (lxxxiv) In addition to the complying with the Registrar's policies, the Registered Name Holder/Registrant* agrees to comply with those ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.
- (lxxxv) The Registered Name Holder/Registrant agrees to comply with all the operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time in a non-arbitrary manner by DotAsia Organisation Limited (".ASIA Registry Policies"). The Registered Name Holder/Registrant acknowledges that .ASIA Registry Policies are applicable to all registrars and/or registered name holders/registrar. Any changes of the .ASIA Registry Policies by the DotAsia Organisation Limited that are consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia Organisation Limited to Registrar. The Registered Name Holder/Registrant further agrees to be bound by the terms and conditions as set down by DotAsia Organisation Limited during the initial launch and the general operations of the .ASIA TLD, including without limitation its Start-Up Policies where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.
- (lxxxvi) The Registered Name Holder/Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP"). The Registered Name Holder/Registrant agrees to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia Organisation Limited from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.
- (lxxxvii) The Registered Name Holder/Registrant acknowledges and agrees to comply with the .ASIA Charter Eligibility Requirement. The Registered Name Holder/Registrant* acting as Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (the "CED Contact"), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder/Registrant's* legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time. Registered Name Holder/Registrant acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall



remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.

- (lxxxviii) The Registered Name Holder/Registrant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator DotAsia Organisation Limited and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use. Notwithstanding the other provisions in this Agreement, the Registered Name Holder agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.
- (lxxxix) The Registered Name Holder/Registrant acknowledges and agrees that DotAsia Organisation Limited and Registry Services Provider, acting in consent with DotAsia Organisation Limited, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia Organisation Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by DotAsia Organisation Limited, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia Organisation Limited also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.
- (xc) Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited, the Registry Operator of the .ASIA TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of DotAsia Organisation Limited have vested and that it has relied on its third party beneficiary rights under this Agreement in agreeing to Tucows being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia Organisation Limited shall survive any termination or expiration of this Agreement.
- (xci) The Registered Name Holder/Registrant acknowledges that in the event of conflict between this section of the Agreement and other sections of the same, this section shall prevail.
- (xcii) 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.

.li domene. In the case of a .li registration, the following terms and conditions shall apply:

- (xciii) 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.
- (xciv) 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.

.me domene. In the case of a .me registration, the following terms and conditions shall apply:

- (xcv) 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.me/policies>. 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.
- (xcvi) 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 .me 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.me/policies>. Please take the time to familiarize yourself with this policy.

.tel domene. In the case of a .tel registration, the following terms and conditions shall apply:

- (xcvii) 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://telnic.com/downloads/AUP.pdf>. 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.

- (xcviii) 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;
- (xcix) 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.

.mobi domene. In the case of a .mobi registration, the following terms and conditions shall apply:

- (c) 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://dotmobi.com/>. 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.
- (ci) 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;
- (cii) 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.

.in domene. In the case of a ".in" registration, the following terms and conditions shall apply:

- (ciii) 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 <https://registry.in/Policies>. 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.

.bz domene. In the case of a ".bz" registration, the following terms and conditions shall apply:

- (civ) 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.afiliias-grs.info/bz-belize>. 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.

.ws domene. In the case of a ".ws" registration, the following terms and conditions shall apply:

- (cv) 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.worldsite.ws/legal/index.dhtml?url=worldsite.ws>. 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.

.co, .com.co, .net.co, .nom.co domene. In the case of a ".com.co" or ".net.co" or ".nom.co" registration, the following terms and conditions shall apply:

- (cvi) 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.cointernet.co/domain/policies-procedures>. 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.

.com.au, .net.au, .org.au, .asn.au, .id.au domene. In the case of a .com.au, .net.au, .org.au, .asn.au, .id.au registration, the following terms and conditions shall apply:

- (cvii) auDA AND REGISTRAR'S AGENCY: (1) In this agreement, auDA means .au Domain Administration Limited ACN079 009 340, the .au domain names administrator.



- (cviii) The Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary to enable auDA to receive the benefit of rights and covenants conferred to it under this agreement. auDA is an intended third party beneficiary of this agreement.
 - (cix) auDA PUBLISHED POLICY: (1) In this clause, auDA Published Policies means those specifications and policies established and published by auDA from time to time at <http://www.auda.org.au/> (2) Registrant must comply with all auDA Published Policies, as if they were incorporated into, and form part of, this agreement. In the event of any inconsistency between any auDA Published Policy and this agreement, then the auDA Published Policy will prevail to the extent of such inconsistency.
 - (cx) Registrant acknowledges that under the auDA Published Policies: (1) there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this agreement; and (2) Registrant is bound by, and must submit to, the .au Dispute Resolution Policy; and (3) auDA may delete or cancel the registration of a .au domain name.
 - (cxi) auDA'S LIABILITIES AND INDEMNITY: (1) To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors. (2) Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .au domain name. (3) Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.
- .xxx domene.** In the case of a .xxx. registration, the following terms and conditions shall apply:
- (cxii) 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://icmregistry.com/policies/registry-registrant-agreement/> 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.

SPREJEM POGODBE. IZJAVLJATE, DA STE PREBRALI TO POGODBO IN SE STRINJATE Z VSEMI NJENIMI DOLOČBAMI IN POGOJI. SAMOSTOJNO STE OCENILI, DA ŽELITE NAROČITI STORITEV IN SE NE ZANAŠATE NA KAKRŠNOKOLI PREDSTAVITEV, IZJAVO ALI ZAGOTOVILO, KI NI ZAPISANO V TEJ POGODBI.