

# Registration Technologies, Inc.

## 0 Registrant Agreement

This is revision 5.5 of the Registrant Agreement, revised October 25, 2014.

## 1 Who We Are, Who You Are

This is an agreement setting forth the terms of service between us, Registration Technologies, Inc., a Rhode Island corporation, and you, a registrant of a second-level domain. Where terms such as "we" and "our" appear, these refer to us. Where terms such as "you" and "your" appear, these refer to you. Where terms such as "we both" or "each of us" appear, these refer to you and us together. This Agreement comes into force when you request, directly or indirectly, that we as a registrar sponsor the registration of your secondlevel domain with the appropriate Internet registry, and it governs our relationship to every registrant.

### 1.1 What Constitutes a Second-Level Domain

A second-level domain ("SLD") is a domain of the Internet that is a sub-domain of a recognized top-level domain ("TLD"). Specifically, we are authorized to register SLDs within the publicly available generic TLDs, including "COM," "NET," and "ORG." Such SLDs are of the form "AAAA.COM," "BBBB.NET," and "CCCC.ORG," where "AAAA," "BBBB," and "CCCC" represent any allowed combination of letters, numbers, and hyphens.

### 1.2 Governing Law and Language

We both agree that this agreement will be governed by the law of the State of Rhode Island, in the United States, and that disputes arising from this Agreement will be subject to jurisdiction there. Although we may translate this Agreement into other languages for convenience, the definitive version is the one in English. You agree that for purposes of this Agreement you will be subject to the jurisdiction of the courts where we are domiciled (that is, the State of Rhode Island, in the United States) and also where you are domiciled, without prejudice to any other potentially applicable jurisdictions.

### 1.3 Complete Agreement

We both agree that this written Agreement represents the entire agreement between you and us. Any other statements, whether oral or written, are not part of this Agreement, provided that this Agreement incorporates by reference certain other documents written by us, such as our Rules of Procedure and our Technical Specifications. No waiver of any provision of this Agreement shall be binding unless in writing and signed by the party waiving compliance with such provision, and no waiver of any provision of this Agreement shall be deemed to waive any other provision.

### 1.4 Changes to this Agreement

We reserve the right to change this Agreement from time to time as necessary to protect our interests, to clarify in the face of unforeseen circumstances, to take account of the evolving legal and regulatory framework surrounding domain name registration, or for other important business needs. If we change this Agreement, we will post the new version of the Agreement and an informal summary of changes. Any changes we make will be consistent with the spirit of this Agreement, and will try to preserve the basic rights and honor the promises each of us makes to the other. If we change this Agreement, your continued use of a domain registered with us constitutes your acceptance of all changes.

### 1.5 Assignment or Transfer

We may assign or transfer our rights and obligations under this Agreement to another properly accredited entity. For example, if we merge with another company, then that new or different company will uphold our part of this Agreement.

### 1.6 Severability

If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the rest of this Agreement shall continue in force to the maximum extent possible.

## **1.7 Absolute Limitation of Liability**

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, OUR MAXIMUM LIABILITY TO YOU SHALL NOT EXCEED THE FEES YOU HAVE PAID TO US, AND YOUR EXCLUSIVE REMEDY SHALL BE THE RECOVERY OF THE FEES YOU HAVE PAID TO US. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATION OF OR ACTION IN CONNECTION WITH THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, 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 OUR SERVICES WILL MEET YOUR REQUIREMENTS, NOR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

## **2 What We Promise You**

We are an Internet domain registrar accredited by the Internet Corporation for Assigned Names and Numbers (ICANN), and we perform registration services on your behalf for fixed periods of time.

### **2.1 You Own Your Domain**

Insofar as ICANN allows, we regard an SLD registered by you to be owned by you as long as it has been properly paid for. You can sell it, give it away, or let others use your domain if you choose. We will not cancel or revoke your domain unless you fail to pay fees for it or otherwise breach this Agreement, or if we are directed to do so by ICANN, a court, or other authority of competent jurisdiction.

### **2.2 You Can Use Your Domain as You Choose**

We will not concern ourselves with what you do with your domain. We will not police your use of it, except as required by ICANN or court order. We will register any available SLD that is allowed by technical standards and ICANN policy, without inquiring into issues of acceptable use, appropriateness, or right to use.

### **2.3 Best Effort Service**

We will use our best efforts to record your registration information, including promptly publishing it to the appropriate Internet registry and reserving your claim on the SLD. However, we do not directly control the root servers that actually make your domain work. If we make an error of any kind and you notify us, we will endeavor to correct it to the best of our ability and at no additional cost to you, or to refund fees you have paid to us, at our option.

### **2.4 We Post Current Policies**

We will make available to you, through our web site, current versions of all agreements, policies, procedures, and other documents relating to the relationship between you and us.

### **2.5 Non-Registration Services**

Where we provide services to you, either directly or indirectly, which are not part of the SLD registration process itself, such as domain name service or web site parking, your obligations to us and our obligations to you with regard to SLD registration remain governed entirely by this Agreement.

## **3 What You Promise Us**

When you request we sponsor an SLD at your direction, you agree to be bound by this Agreement.

### **3.1 You Pay an Annual Fee**

You must pay us a non-refundable fee for the registration of your SLD each year in advance. You may pay these annual fees in advance for more than one year, if you choose, up to a maximum number years allowed by the appropriate registry. If you fail to pay the required fee by the time it is due, then you may irrevocably lose your right to your SLD. We may temporarily refuse to transfer a newly registered SLD to another registrant or registrar for a number of days until we can be

sure that your initial payment to us has cleared and is assured.

### **3.1.1 Amount of Annual Registration Fee**

Our fee schedule for domain name registration (SLD) is available on our web site at:

<http://www.RegistrationTek.com/fees.html>

### **3.2 You Are Responsible for Your Domain**

Since we make no effort to censor your use of your SLD, you are fully and completely responsible for whatever you do with it. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS US AND THE INTERNET REGISTRIES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, RESELLERS, AND AGENTS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, ARISING OUT OF OR RELATING TO YOUR REGISTRATION OR USE OF YOUR SLD, INCLUDING ALLEGATIONS OF ANY INAPPROPRIATE, ILLEGAL, OR INFRINGING USE, REGARDLESS OF WHETHER SUCH ALLEGATIONS ARE TRUE OR NOT. We may, under certain circumstances, request written assurances or evidence from you in support of such indemnification, and we may cancel your SLD registration if you are unable or unwilling to provide these assurances. Even if you are licensing the use of your SLD this provision shall apply and you must accept liability for harm caused by wrongful use of your name, unless you promptly disclose the identity of the licensee to a party that provides you reasonable evidence of actionable harm.

### **3.3 You Provide Truthful and Reliable Information**

You must provide accurate and reliable contact details while you have your name with us. These details include your full name, postal address, email address, voice telephone number and, if available, your fax number. If you provide false information to us, especially if you falsify or obscure your identity in order to perpetrate a fraud in paying for your registration, we may choose to regard your registration as null and void, we may dispose of your SLD by whatever means we choose, and we may pursue legal action against you. You must make sure that the information we have about you, especially your e-mail address, is kept current with us by promptly correcting or updating it whenever it becomes incorrect. It is your responsibility to update our information about you. If our information about you goes out of date, you may not be able to be contacted for billing or other important purposes and you may lose your rights to your SLD. If you willfully provide inaccurate or unreliable information, if you willfully fail to update information, or if you fail to respond for over fifteen calendar days to inquiries from us, then this will constitute a material breach of this Agreement and we may cancel the registration of your SLD. The provisions of this section apply even if you intend to license the use of a domain name to a third party.

### **3.4 You Consent to Collection and Disclosure of Contact Information**

You consent to our collection of and disclosure to third parties and to the general public of contact information. This contact information includes, but may not be limited to, the name of the registrant, postal and e-mail addresses, telephone numbers, and the name of an authorized responsible person if the SLD is registered to a business or organization. We require that you provide this information so that we can know who owns the SLD and who is responsible for its operation, and so that you can be contacted if there is a problem. If there are errors in information about you, we will correct the errors if you notify us. We are required, as all registrars are required, to make this information available to the public through the standard "WHOIS" service, so that you can be contacted if there is a problem with your SLD. We may also disclose this information by means other than the standard "WHOIS" service. This is required by ICANN.

### **3.5 You Consent to Collection and Disclosure of Technical Information**

You consent to our collection of and disclosure to third parties and to the general public of technical information. This technical information includes, but may not be limited to, the creation and expiration dates of your SLD registration and the names and IP addresses of hosts that provide name service for your SLD. We require you to provide this information so that we can submit it to the appropriate registry, and so that the registry can submit it to the root servers which actually make your SLD active and accessible. We are required, as all registrars are required, to make this information available to the public through the standard "WHOIS" service, so that you can be contacted if there is a problem with your SLD. We may

also disclose this information by means other than the standard "WHOIS" service. This is required by ICANN.

### **3.6 You Consent to Collection and Disclosure of Non-Public Information**

In the course of our registering your SLD, we or our resellers may acquire information about you that is neither contact information nor technical information and which is not intended to become public. We may need to disclose this information to third parties in order to perform functions such as collecting payment. We will take reasonable precautions to protect such non-public data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

### **3.7 Our Use of Information You Provide**

We will use the information you provide to us to meet the requirement placed upon us by ICANN, registry operators and the courts. Also, we will use this information to collect debts you may owe to us, to contact you when necessary and to announce new product offerings, but other than this we will not use your information for any other purpose. You must provide us with your contact information, including your name, postal address, email address, phone and fax numbers. Disclosure of information other than this that may be requested is voluntary. Information may be provided to registry operators, persons the registry operators are required to provide it to and also persons who query our whois server or purchase our whois data. Any person about whom we hold data can correct any information we hold about them by contacting us with the corrections. You consent to our use of your information as listed in this section.

### **3.8 You Represent That You Have Permission To Give Us Information About Third Parties**

You represent that every person about whom you provide us information has given his or her consent for you to do so and that you have provided them notice equivalent to sections 3.4 to 3.7, inclusive.

### **3.9 You Remain Responsible for Use of Your Domain**

If you let someone else use your SLD while you remain the registrant of record with us, then you remain responsible for use of the SLD and for complying with this Agreement. In particular, you must provide full contact information and update accurate technical and administrative contact information so problems connected with your SLD may be resolved quickly. If you license use of your SLD to someone else, you remain liable for any harm that may result from wrongful use, and you must promptly disclose the identity of the licensee to any party who provides reasonable evidence of actionable harm.

### **3.10 Adjudication of Disputes**

For the adjudication of disputes concerning or arising from use of the SLD, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile and (2) in the state of Rhode Island and Providence Plantations.

### **3.11 You Agree to ICANN Policy**

You agree to be bound by the ICANN Uniform Dispute Resolution Policy ("UDRP") in all cases to which it applies and as it may be amended in the future. The UDRP applies equally to all registries, registrars and registrants, and a copy is linked from <http://www.icann.org/udrp/udrp.htm> currently. As ICANN requires, where needed in order (1) to correct mistakes by us or by the registry operator in registering the name or (2) for the resolution of disputes concerning the SLD, your registration of the SLD is subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted specification or policy.

### **3.12 You Affirm Good Faith**

You affirm to us that your registration and use of your SLD is in good faith, are not in violation of any law or regulation, do not constitute knowing and willful infringement of trademark or other rights, and that you are not engaged in "cybersquatting." You affirm that, to the best of your knowledge, neither your registration of the SLD nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

## **4 Resellers**

### **4.1 Resellers are Our Agents**

You may purchase our registration services through resellers, such as web hosting companies and Internet service providers (ISPs). This Agreement is directly between us, the registrar, and you, the registrant, and your payment of fees, either directly or indirectly, is in consideration for our providing registration services to you.

### **4.2 No Representation to the Contrary**

All of our resellers are equally required to obtain your consent to this Agreement that governs our provision of registration services to you, the registrant. No one except us directly, and most especially not any of our resellers, has authority on our behalf to modify or change this Agreement and its terms.

### **4.3 Pricing by Resellers**

We specify neither a minimum nor a maximum price that our resellers may charge for registering an SLD. Pricing arrangements are determined strictly between registrants and resellers, even where we may know of the arrangement or where we may perform billing or other services for the reseller.

### **4.4 We Encourage Value-Added Services**

We encourage our resellers to bundle additional value-added services when they sell an SLD registration. Examples of such services would be Internet access and web site development. However, it is your responsibility as registrant to document the terms of the transaction and to make sure you receive evidence that you own and have paid for your SLD free and clear in case of a dispute.

### **4.5 Technical Support**

We expect our reseller who sold you your SLD to provide technical support to you. We expect your reseller to work with you in registering and managing your SLD. We provide priority support to our resellers, and they are expected to assist you by working with us to resolve any problems that may arise regarding your registration. Please understand that computer networking is an inherently complicated area and that we do not have the resources to provide technical support directly to registrants except in extraordinary cases.

### **4.6 You Choose How to Manage Your SLD**

When you register your SLD through us, our systems are designed to make it easy for you to manage your SLD yourself or to delegate that management responsibility to others. Some of our resellers may provide management services for you as part of their total package of services. Other resellers may provide an automated means for you to access our systems to manage your SLD. It is entirely your choice to what extent you wish to allow your reseller to handle management issues for you.

### **4.7 You Choose Your Reseller**

When you register an SLD with us through a reseller, we record which reseller handled that registration. You may continue to deal with that reseller for renewals of that SLD and you may elect to allow the reseller to manage it for you. If you become dissatisfied with that reseller, you may contact us directly and we will take corrective action, either assigning your

account to another reseller or allowing you to manage your SLD directly. We strive to maintain the highest possible standard of service through our resellers, so if you are dissatisfied we want to know about it.

### **4.8 Check Your SLD**

You are responsible for making sure that your SLD and all associated contact information are correct and valid. The reseller may actually enter this data into our system on your behalf, but you remain responsible for checking its accuracy and asking the reseller to fix errors. If the reseller is unable or unwilling to fix an error in your registration information, it is your responsibility to notify us directly. You must especially make sure that the ownership information and expiration dates are correct. When you renew your SLD, the expiration will reflect as many additional years as you have paid in advance. This information will be publicly accessible from our systems using the standard "WHOIS" and related services.

## **4.9 We May Need to Change Your Reseller**

In rare cases, as when a reseller ceases operation or ceases to be our reseller, we may need to reassign your SLD to a different reseller. If you do not choose a new reseller, we may do so for you.

# **5 Payment**

## **5.1 New Registrations**

When you register a new SLD, you may pay us or you may pay a reseller subject to their terms. We or they may elect to accept credit cards or grant you credit. We may limit your ability to change registration information or transfer your SLD registration for a short time after you register a new SLD in order to assure payment. Your SLD will be active during this period.

## **5.2 Renewal Registrations**

Because domain names are sold for fixed periods of time, up to the maximum number of years allowed by ICANN, your name will expire if you do not pay us to renew it. It is your responsibility to make sure your domain name is renewed.

Prior to the expiration of your domain name and, if necessary, after the expiration of your domain name, we and/or our reseller will notify you as required by the ICANN Expired Registration Recovery Policy, also known as the ERRP. Should ICANN modify the ERRP, we will modify our reminder schedule accordingly. The current version of the ERRP is available at <https://www.icann.org/resources/pages/errp-2013-02-28-en>

We or our reseller may choose to give you additional notifications, but you understand and agree that we have neither an obligation nor expectation to do so. If we do choose to give you additional notifications, you understand that this creates neither an obligation nor an expectation that we will do so again.

Information about how, to whom and when pre-expiration and post-expiration reminder notifications are sent is available on our web site at:

<http://www.RegistrationTek.com/ren-notice.html>

## **5.3 Expired Registrations**

If your name expires, we may, at our sole discretion, renew the domain name on your behalf and then disable the name or change its assigned name servers. As soon as the name expires, a 40 day "grace period" will begin. During this grace period you will be able to renew your domain name at our standard pricing. There are two portions to the grace period. The first 10 days constitute the "renewal grace period." The next 30 days constitute the "redemption period." If you do not renew your domain name prior to the end of the 30-day redemption period we may, in our sole discretion, delete your domain name from the registry or transfer it to another registrant on your behalf. If we do delete the domain name or transfer it to another registrant, you will no longer own the domain name or have any claim to it. During the redemption period your domain name may be parked.

If your COM or NET domain name is deleted, the Registry also provides a 30-day Redemption Grace Period during which you may, at our discretion, pay us a redemption fee and redeem your domain name. The redemption fee is currently \$USD 100.00. If you do not redeem your domain name prior to the end of the Registry's Redemption Grace Period the Registry will release your name and it will become available for registration on a first-come-first-served basis.

## **5.4 Crediting Payments**

Where you pay a reseller for a new registration or a renewal, you are responsible for verifying that they have taken the action that you have paid them to perform. You are responsible for bringing any discrepancies to our attention, and we may ask you to provide documentation of the transaction. You may check the expiration date and status of your SLD directly with us using the standard "WHOIS" service.

## **5.5 Notifications**

Where we or your reseller notify you about upcoming expiration of your SLD or anything else of importance, we or your reseller will do so by e-mail to the address which you provided to us with your contact information, and you agree that e-mail notification is sufficient. We may choose to notify you by other means, such as postal mail, but you understand and agree that we have neither an obligation nor an expectation to do so. If we do choose to notify you by means other than e-mail, you understand and agree that this creates neither an obligation nor an expectation that we will do so again. The need to keep your contact e-mail address current is strongly emphasized. Even if we receive a failure notification when we attempt to send e-mail to you, commonly known as a "bounce message," you understand and agree that we have no obligation or expectation to make any further effort to notify you.

## **6 Account Access**

### **6.1 Password Security**

You may acquire an account on our domain management system, either directly or through a reseller interface. Access to your account will be controlled by a password. You must take all necessary precautions to prevent the disclosure of this password to unauthorized persons. Even if we employ additional means of providing security to our system, such as encryption, your password is critically important and ultimately provides the only line of defense for your account.

### **6.2 Compromise of Password**

If the security of your password is compromised in any way, you must notify us immediately and allow us to take corrective action. An unauthorized person in possession of your password might be able to temporarily or permanently disable your SLD, cancel the registration of your SLD, change the ownership of your SLD by giving it to another party, or expend money charged to you. We reserve the right to honor any request for any transaction that we believe has been properly authenticated by your password.

### **6.3 Improper Action**

You must not use your account to attempt to carry out actions that you are not entitled to do, and especially not to gain illegal access to our systems. If you do so or attempt to do so, such conduct may be regarded as criminal and we will press charges. We reserve the right to disable your account or lock any information under your control if we have reason to believe that your account has been involved in breaching or attempting to breach our security. We will not be responsible for any problems that may result from our taking such actions as we deem necessary for the security of our systems.

### **6.4 Reactivation After Compromise**

If we deactivate your account for any reason related to security, we might require that you provide certain assurances to us before we reactivate your account. For example, we may ask you to provide evidence of your identity.

### **6.5 No Duty to Detect Compromise**

If your account is compromised and we fail to detect the compromise, absent your giving us explicit notice of the compromise and allowing us to disable your account, we will have no liability for the actions taken by unauthorized persons in possession of your account. We will assume that you have properly authorized all actions requested by your password-protected account.

### **6.6 Passwords in E-Mail**

On occasion, our system will send you a password or other security-sensitive information by e-mail. You understand and agree that e-mail is inherently insecure and it may be inspected in transit, misdelivered, or otherwise exposed to unauthorized persons. Where you are sent a password by e-mail, the intended purpose of the password is simply for a single use and it is expected that you will quickly change that password to something other than what was sent by e-mail. Our system will assist you in doing this.

## **7 Special Charges**

## **7.1 Human Involvement**

While we provide a very flexible level of domain management, and we make this available to you through our domain management system at no additional charge, you may find that you need information or services which either are not available from our standard interfaces or are not available in the format you need. In such cases, we reserve the right to charge fees over and above those for registration services in order to provide these special services to you. We may also decline such special requests entirely. In general, whenever human intervention is required to satisfy your request, we may impose charges for these special services.

## **7.2 Small Requests**

If we do not charge you for something, this imposes no obligation upon us to continue doing the same thing for free, neither for you nor for anyone else. For example, if you request special processing on one SLD, we might do it for you without charge to be nice, but if you request the same special processing on a few thousand SLDs, we might charge for that service.

## **7.3 Certain Services Always Free**

We will never charge you for reporting a security compromise nor for reporting a problem you are having with a reseller. We want to know about these as soon as possible.

# **8 How to Contact Us**

Our web site is: <http://www.registrationtek.com/>

On our web site you will find our current email, postal mailing address and telephone number.