

AGREEMENT

BETWEEN:

Organisation European Registry for Internet Domains vzw / asbl

Address Park Station

 Woluwelaan 150

 B-1831 Diegem

 Belgium

VAT BE 0864 240 405

Represented by Marc Van Wesemael

Hereinafter called "EURid";

AND:

Sample document

BACKGROUND:

- EURid has been entrusted with the organisation, administration and management of the ".eu" Top Level Domain as indicated in Regulation (EC) No 733/2002 of the European Parliament, the Council of 22 April 2002 on the implementation of the .eu Top Level Domain and in Regulation (EC) No 874/2004 which lays down Public Policy Rules concerning the implementation and functions of the .eu Top Level Domain and the principles governing registration;
- The registrar wants to be an accredited .eu registrar and to participate in the Registration process of Domain Names in the ".eu" top level domain by registering, renewing, transferring or managing Domain Names with EURid on behalf of its clients but for its own account;
- EURid wants to co-operate with the registrar in registering, renewing, transferring and managing the ".eu" Domain Names under the terms and conditions of this agreement;

THE PARTIES HAVE AGREED AS FOLLOWS:**Article 1. DEFINITIONS**

In this Agreement, unless the context otherwise requires:

"Accreditation" means the granting to the registrar of the right to offer Registration Services as described herein, following signature of this Agreement and payment by the registrar of the fee described in article 6.1 below.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data;

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of a Data Controller;

"Domain Name" means a Domain Name allocated under the ".eu" Top Level Domain;

"Registrant" means the holder or the applicant of the Domain Name whose Personal Data will be placed in the WHOIS database if the Domain Name is granted;

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference or identification number or by one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity;

"Registration" means the right granted to the Registrant to use the Domain Name for a limited, renewable term, without a transfer of property, and subject to 1) the general terms and conditions established by EURid and 2) any statement, statutory or otherwise, adopted by a European Union institution in relation therewith;

"Registration Services" means the services of registration, renewal, transfer or management of Domain Names offered to Registrants;

"Rules" means all rules and regulations applicable to the .eu Top Level Domain, including without limitation Regulation 733/2002, Regulation 874/2004, Regulation 1654/2005, the Registration Policy, the Terms and Conditions, the WHOIS Policy, the Sunrise Rules, the ADR Rules and the ADR Supplemental Rules, as published amongst others on the website of EURid (www.eurid.eu) and the Czech Arbitration Court (www.adr.eu).

Article 2. ACCREDITATION OF THE REGISTRAR

2.1 Subject matter of the agreement

By this Agreement EURid accredits the registrar and thereby grants the registrar the right to offer Registration Services to Registrants under the terms and conditions laid out below. This Agreement gives the registrar no right, power or authority to operate or manage the registry.

2.2. Non-exclusivity

The rights granted to the registrar under this Agreement are non-exclusive, and EURid is free to appoint other registrars at its sole discretion.

2.3 Compliance with the Rules

The registrar will comply with the Rules, and he will refrain from directly or indirectly cooperating with any Registrant who violates the Rules, or instigates such violation. When noticing such misbehaviour, the registrar will inform EURid without delay.

2.4 Languages

When applying for Accreditation, all applicant registrars are required to indicate the languages in which they provide the Registration Services. All accredited registrars are published in the list of accredited .eu registrars on the EURid web site and the languages in which they provide the Registration Services are similarly indicated.

The registrar warrants that he will: Make available the terms and conditions of service, lay out services and prices and provide customer support in the language(s) indicated, where “customer support” in any given language is understood to mean telephonic and/or electronic support.

Registrars are also required to provide all the Registration Services in the languages indicated. Registrars without an operational website on which they can publish their offers and contact details will not be considered as offering any customer support.

Registrars are obliged to provide customer support in at least one of the official languages of the European Union.

Each registrar is obliged to have his own distinct functioning email addresses.

If the registrar fails to provide such services in one or more of the indicated languages, EURid may remove the appropriate language indicator from the registrar. Moreover, such a failure will constitute a material breach of this Agreement.

2.5 Technical competences

The registrar warrants that he has the technical competences required to successfully execute the different types of actions (new Registration, update domain, transfer domain, etc.) using the automated systems of EURid.

The registrar is obliged to provide the Registrant with all Registration Services offered by EURid. For example (but not restricted to):

- changing DNS servers
- updating contact information
- renewal of the Domain Name
- transferring of Domain Names

Any registrar making fraudulent statements regarding technical limitations on the part of EURid will be seen to be breaching the agreement.

2.6 Use of the term "Accredited registrar"

After the successful completion of the Accreditation process, the registrar may refer to himself as an "Accredited registrar." The registrar may, however, not state or imply that his status of "Accredited registrar" was obtained based on the quality of his services.

Article 3. DOMAIN NAME REGISTRATION

According to this agreement, EURid will register and grant the right to use any Domain Name for which the registrar has requested a Registration or renewal on behalf of the Registrant, but for its own account. The right to use the Domain Name will only be granted if the application is in line with the Rules.

Article 4. OBLIGATIONS OF THE REGISTRAR

The registrar will:

- Ensure and document that each Registrant for which the registrar registers a Domain Name has accepted the Rules in effect at the time the application is made. The registrar will at EURid's first request without any undue delay provide EURid with documents demonstrating the Registrant's acceptance of the Rules.
- Ensure and document that each Registrant for which the registrar registers a Domain Name complies with the requirements of article 3 of Regulation 874/2004, including without limitation the confirmation by the Registrant that to their knowledge the request for domain name Registration is made in good faith and does not infringe upon the rights of any third party as set out in article 3 of the Regulation 874/2004. The registrar will at EURid's first request without any undue delay provide EURid with documents demonstrating the Registrant's compliance with article 3 of Regulation 874/2004.
- Ensure that each Registrant for which the registrar registers a Domain Name meets all requirements in the Rules to obtain or renew the Domain Name Registration, in particular but without limitation the requirements of EC Regulation 733/2002 and EC Regulation 874/2004 which include the general eligibility criteria for .eu. Failure to fulfill these requirements may result in immediate cancellation of the Registration.
- Inform each Registrant of all information sent by EURid to the registrar, particularly where the information sent by EURid may influence the contractual relationship between the Registrant and EURid or where the information sent concerns the potential termination of the Domain Name Registration.
- During the Registration process, always submit (including but not limited to any submission in the WHOIS database) the data of the Registrant who made the initial request for the Registration of the Domain Name(s) concerned and not his own data. The email address submitted in the contact information will be that of the Registrant only and not that of the registrar, unless the Registrant expressly requests that the registrar's email address be submitted. After the Registration process, the registrar must ensure that the data in the WHOIS database is at all times the data of the Registrant, and not his own data.
- Not register Domain Names without being specifically instructed to do so by Registrants. Notwithstanding the foregoing, the registrar may register a limited number of Domain Names solely for his own use without being specifically instructed to do so by Registrants, and in such case the

registrar will provide EURid at its first request and without undue delay with proof that these Domain Names are registered solely for the registrar's own use. For purposes of this paragraph, instructions by Registrants sharing substantial similarities with or linked to the registrar (including but not limited to: having the same telephone number or email address, the contact person of the entity listed is identical to the registrar's technical or billing contact,) will not be considered to be specific instructions in the sense of this paragraph.

Article 5. SUNRISE PERIOD

At the start-up of the Registration of .eu Domain Names, there will be a period of phased Registration or "Sunrise period" as provided for in Regulation 874/2004, to allow Public Bodies and those with prior rights to a name to apply to register these names before EURid begins accepting Registration requests on a first-come-first-served basis. The time frame, specific obligations, terms and conditions related to the Sunrise period as well as the application fees (including the handling fees and validation fees) applicable during the Sunrise period will be sent by email to the email address provided by the registrar during the Accreditation process and published on EURid's website no later than two months before they become effective.

EURid will reimburse the registrar for the validation fees charged to him in relation to the applications from his Registrants for domain names made during the Sunrise period in case such applications have become void due to the allocation of the corresponding Domain Name to another applicant or when they become expired. The applications claiming public body status will not be reimbursed. The registrar agrees to reimburse the Registrants that are in the above mentioned circumstances the amount received from EURid. The registrar has however the right to retain a fee to cover possible administrative handling costs of the reimbursement.

Article 6. FEES

6.1 Fees

1. The registrar must make an advance flat fee payment to EURid of at least EUR 10,000 (ten thousand Euros), excluding any banking or transfer fees, before he can become an accredited registrar.

This amount is an advance payment from which EURid deducts the Registration, renewal, re-activation and transfer fees as set out in this article as well as the sunrise application fees as set out in article 5.

EURid will issue monthly invoices for all Registration, renewal, re-activation and transfer fees due in accordance with article 6.1. The payment of these invoices will be used to replenish the flat fee.

If the advance payment reaches zero prior to the monthly invoicing by EURid, or prior to the payment of any outstanding invoices, then EURid will no longer grant or renew Registrations applied for by this registrar until payment is received by EURid for at least the amount of the flat fee set out in article 6.1.

No interest will accrue on the advance payment for the benefit of the registrar (notwithstanding article 6.2). Notwithstanding the exceptions provided for in article 12 of this agreement, the remainder of the advance payment is repaid to the registrar at the end of the Agreement or, in case of breach of contract by the registrar, when the Agreement normally would have been terminated in accordance with article 10.

2. The registrar must pay the Registration and renewal fees for the Domain Names he registers or renews on behalf of any Registrant. Exhibit 1 sets out the Registration and renewal fees applicable on signing of this Agreement. The fees for new Registrations are immediately deducted from the flat fee set out in article 6.1 while the fees for the renewals are deducted from the flat fee set out in article 6.1 at the end of the month in which the registrations have been renewed.

The registrar must take all steps to delete a Domain Name from the automatic registration system by the last working day of that month at the latest if the Registration Period of that Domain Name expires during the month of invoicing and the Registration Period is not due to be renewed. Domain names for which the Registration Period will expire during the month of invoicing and which are not deleted from the system will be automatically renewed and the corresponding fee deducted from the flat fee set out in article 6.1.

3. The registrar can request that EURid transfer all or some of its Domain Names to another accredited registrar. For these transfers EURid will charge a specific transfer fee. The transfer fee applicable on the signing of this Agreement is set out in exhibit 1. The transfer fees will be deducted from the flat fee set forth in article 6.1 as soon as the transfer has been executed.

4. In order to protect the Registrant against involuntary deletions, a Domain Name will be put in quarantine during a certain period following its deletion; regardless of whether this deletion was requested by the Registrant or whether it is due to non-renewal of the domain name. During this period the Domain Name can be re-activated at the request of the previous Registrant. EURid will charge a specific fee for the re-activation of each Domain Name, which will be deducted from the flat fee set forth in article 6.1. The period during which the Domain Name can be re-activated as well as the re-activation fee applicable on signing of this agreement are set out in exhibit 1.

5. EURid may amend the fees mentioned in the four preceding paragraphs at any time and it will inform the registrar of any changes no later than 30 days before the new fees become effective. EURid must send this information by email to the email address provided by the registrar during the Accreditation process and publish the new fees on its website.

6.2 Payment

1. The invoices that are sent by EURid to the registrar on a monthly basis must be paid according to the payment methods indicated on those invoices.

Registration and renewal fees are due as soon as a Domain Name is registered or a Registration Period is renewed, whether or not the registrar has received payment from the Registrant.

2. Invoices must be paid within 30 days of the invoice date. Late penalty payments apply without notice and are calculated as follows:

- 10 % of the amount due (a minimum of 250,00 EUR), and
- Interest of 1 % per month calculated for each month started.

This does not affect other remedies in this agreement.

Article 7. TECHNICAL PROVISIONS

7.1 The Registration procedure

The Registration procedure is fully automated and the registrar must respect the procedures developed by EURid to register, renew or manage a Domain Name, including the procedures for the Sunrise period and for updating information about Registrants. An overview of these procedures is posted on EURid's web site.

EURid may amend the Registration procedure and must inform the registrar of any changes at least 30 days before the new procedures become effective by email and by publishing the new procedures on EURid's website. At the same time, EURid must provide the registrar with all technical information required for their implementation.

7.2 Technical defects

The registrar may not overload EURid's network or hinder EURid from providing its services (for example by denial of service attacks). The registrar must not act in such a way that he threatens the stability of the Internet. If the registrar breaches these obligations, EURid may suspend this Agreement immediately and without notice for 14 days. EURid may terminate the Agreement if after 14 days the registrar is still in breach of these obligations.

7.3. Access to EURid software

The registrar is obliged to use the access to EURid's software components in good faith and in a manner conformant, both functionally and technically, to the manuals on usage, published on EURid's websites, or made available by any other means, such as printed paper, CD/DVD, etc., including applicable newsflashes and/or newsletters.

In the case where the registrar observes a malfunctioning, he is obliged to mention this to EURid in confidence, along with any supportive material which can help EURid in diagnosing and subsequently correcting/improving the alleged malfunctioning.

In no case is the registrar allowed to make his findings public, be it via press, newsgroups, blogs or any other means, before having received an official statement by EURid as to its diagnosis and mending of the signalled case, within a reasonable delay of at least 30 working days starting from the date of the original communication.

Whenever, after this period, the registrar communicates his findings to the public, he is obliged to include, in full, the statement by EURid.

Article 8. CHOICE OF REGISTRAR

The registrar must grant the Registrant the right to choose another accredited registrar (a "New registrar") for the Domain Names that the registrar has registered or renewed. The registrar must co-operate with the Registrant, the New registrar and EURid in any transfer.

When the New registrar initiates the requested transfer according to the applicable procedure, EURid will send an email to the New registrar and the Registrant. The transfer becomes effective if the Registrant confirms the transfer within 14 days following EURid's email. Confirmations must be sent to EURid via a web interface, as per instructions in the email sent to the Registrant, or via fax.

If the Registrant does not respond within 7 days, EURid will send a reminder by email to the New registrar explaining that the transfer will only become effective if the Registrant confirms the transfer to EURid within 7 days after the date of the second email.

As a result of the transfer, the annual Registration fee will be deducted automatically from the account of the New registrar as soon as the transfer becomes effective (as the New registrar must also comply with the other financial obligations set out in article 6). EURid will not refund the fee paid by the old registrar, neither in whole or in part.

When a Registrant wants to transfer a Domain Name to a third party, the latter must ask his registrar to initiate the procedure described above. In the event of such transfer note that both the Registrant and the third party must confirm the proposed change via the web interface or via fax.

Article 9. PRIVACY POLICY

The registrar will maintain a clear privacy policy, compliant with all applicable national, European and international data protection regulations, and will inform his Registrants thereof.

The registrar will refrain from spamming existing or potential Registrants in order to persuade them to make use of his services. However, the invitation to existing Registrants to renew their Domain Names and the transmission to those Registrants of additional information about the services offered is not considered to be spamming.

The registrar will not communicate the personal data of his Registrants to third parties unless required to do so by the appropriate public authorities or for the purposes of maintaining the WHOIS function of EURid.

The registrar is hereby appointed as a Data Processor with respect to the collection and transfer to EURid, acting as a Data Controller, of the Personal Data of the Registrants requesting the Registration of a Domain Name or renewal of a Registration Period.

To that end, the registrar:

- a) if established within the European Economic Area, must comply with the applicable data protection legislation in force in the Member State in which the registrar is established and indemnify and hold EURid harmless against any third party action due to violations of such data protection laws in relation to the performance of this Agreement.
- b) if established within a country outside the European Economic Area which has been declared as ensuring an adequate level of protection by reason of its domestic law or of the international commitments it has entered into by a European Commission decision taken under Article 25(6) of directive 95/46/EC, must comply with the applicable data protection legislation in force in the jurisdiction where the registrar is established and indemnify and hold EURid harmless against any third party action due to violations of such data protection laws in relation to the performance of this Agreement.
- c) if based within a country which does not meet the conditions set out in (a) or (b) above, must comply with the standard contractual clauses adopted under the European Commission Decision 2002/16/EC of 27 December 2001 and indemnify and hold EURid harmless against any third party action due to violations of such contractual provisions in relation to the performance of this Agreement.
- d) if based in the United States of America the registrar must:
 - adhere to the Safe Harbor Privacy Principles issued by the US Department of Commerce, giving adequate information thereof to EURid, and indemnify and hold EURid harmless against any third party action due to violations of such provisions in relation to the performance of this Agreement; or
 - adopt the contractual provisions set out in (c) above, and indemnify and hold EURid harmless against any third party action due to violations of such contractual provisions in relation to the performance of this Agreement.

Article 10. DURATION

This Agreement is concluded for a period of one year starting from the date of Accreditation and ending on the last day of the month of the anniversary of the Agreement.

At the end of its term, the Agreement will be extended for consecutive periods of one year unless either party notifies the other party in writing no later than three months before the end of the initial term of the Agreement or no later than three months before the end of any consecutive one-year period of the Agreement that it does not want to extend the Agreement.

Article 11. TERMINATION OF THE AGREEMENT

11.1 Termination of EURid's registration authority

This Agreement will terminate immediately if EURid is no longer able to register Domain Names for whatever reason. The registrar cannot hold EURid responsible for damages resulting from this termination, unless the termination is due to gross negligence or fraud on EURid's part.

EURid must immediately inform the registrar of any fact brought to its attention that may reasonably cause the termination of EURid's registration authority.

When it becomes aware of the upcoming termination of its registration authority, EURid will use its best efforts to:

- Facilitate the continuation or the transfer of the existing contracts between EURid and the registrars at the termination date;
- Obtain a notice period before the termination of its registration authority.

11.2 Breach of contract

If the registrar breaches this Agreement, including without limitation article 2.3, EURid will send an email to the email address provided by the registrar during the Accreditation process and a letter by registered mail to the registrar urging the registrar to cease breaching the Agreement. EURid may terminate the Agreement without further notice and without any compensation being due if the registrar does not respond or does not cease breaching this Agreement within 14 days after the dispatch of the email.

11.3 Bankruptcy or winding-up

This agreement will terminate immediately without any compensation being due if:

- The registrar becomes bankrupt; or
- The registrar files for judicial composition, or
- The registrar's business is wound up.

Article 12. CONSEQUENCES OF TERMINATION OF THE REGISTRAR AGREEMENT

Upon termination, the registrar must immediately pay the fees that were due before termination.

EURid will transfer the Domain Names of the registrar whose Agreement has been terminated to one or more accredited registrars upon the request of that registrar or the person who is entitled to represent him. In such case EURid will charge the transfer fee that is mentioned in article 6.1.3 and will deduct the fee from the remainder of the flat fee that was paid in conformity with article 6.1 of this Agreement. Any amount remaining will be reimbursed to the registrar at the end of the initial term of the Agreement or, if applicable, at the end of the one-year extension period in force. Note that no such reimbursement will be made prior to the end of the Sunrise period set forth in article 5.

If the Agreement is terminated and the registrar does not succeed in accomplishing a transfer of the Domain Names he has in his custody to (an)other registrar(s) within one month following the termination of the Agreement, EURid must inform the Registrants that their Domain Names have been put on hold in accordance with the Rules. This information will be sent by email to the email address provided by the

registrar during the Registration process and published on EURid's website no later than two months before it becomes effective. At the same time EURid must inform the Registrants that they have one month to choose another registrar. EURid is entitled to invoice the costs relating to this information process if these costs exceed the remainder of the flat fee.

If the Registrant appoints another registrar, EURid will charge the renewal fees to the new registrar when the Registration term under the old registrar ends. If the Registrant does not appoint another registrar, EURid will terminate the Registration of the Domain Name at the end of its term. The Domain Name will remain in quarantine for the longer of:

- Three months after the notice requesting the Registrant to appoint a new registrar has been issued; or
- Two months after the termination of the Registration.

While the Domain Name is in quarantine, the Registrant may appoint another registrar. The prospective registrar must send a reasoned request to EURid applying to become the new registrar and to restore any terminated Registrations.

Article 13. ASSIGNMENT OF RIGHTS

The registrar may assign his rights and obligations under this Agreement to another accredited registrar if the registrar informs EURid in writing no later than one month before the assignment becomes effective.

Article 14. GUARANTEES

The registrar must indemnify EURid against any claim for damages in or out of court made by Registrants or third parties against EURid for the products and services offered by EURid or by the registrar, including but not limited to the following:

- Claims relating to the registrar's breach of this Agreement;
- Claims relating to the granting or not granting, renewal or non-renewal of the Registration of a Domain Name of the Registrant or a third party;
- Claims relating to the termination of EURid's registration authority under the ".eu" domain (notwithstanding article 11.1 of this Agreement);
- Third parties claims to rights on a Domain Name; or
- Claims relating to technical defects or shortcomings.

Article 15. MISCELLANEOUS

15.1 Effect of this Agreement on third parties

This Agreement only creates rights and obligations for the signing parties and not for third parties. Third parties cannot claim any rights against the registrar or EURid.

15.2 Amendments

Both parties must agree to amendments of this Agreement in writing, unless this Agreement expressly states otherwise.

Notwithstanding the previous paragraph, EURid may amend the Rules if it informs the registrar of amendments no later than 30 days before they become effective. EURid must send this information by email to the email address provided by the registrar during the Accreditation process and publish it on its website.

15.3 Disputes

This agreement is subject to Belgian law, and all disputes will be brought before the Brussels courts.

15.4 Intellectual property

This Agreement does not change the status of any intellectual property rights of the parties concerned (in particular, but without limitation, neither party transfers the ownership of, nor licenses to, its intellectual property rights).

15.5 Use of logo's and name of EURid

This Agreement does not grant the registrar the right to use the logo and name of EURid unless with the express permission of the latter. EURid can create specific logos for the benefit of the registrar and can grant the right to use these logos to the registrar. EURid will inform the registrar of any such event.

Upon termination of this Agreement pursuant to articles 10, 11 and 12, the registrar must cease any use of EURid logos that had been hitherto permitted in the preceding paragraph.

15.6 Website of the registrar

The registrar is obliged to have his own website and in cases where Registrations are administered via a website belonging to a third party, the registrar will be held liable for all the content of this party's website. In both cases the registrar is obliged to communicate to EURid the exact reference of the part of his website where referral is made to Domain Name Registration. EURid has the right to record this reference on its own website so that Registrants can contact the registrar directly. EURid also has the right to update this reference if it proves to be outdated.

For EURid



Marc Van Wesemael

General Manager

For the registrar

(name + title + date)

Exhibit 1 – Registration and renewal fees that apply on signing the agreement

1. The fee for the Registration of a Domain Name is 5 EUR (excl. VAT) at the time of the signing of this Agreement between EURid and the registrar. This fee includes the right to use the Domain Name for a one-year period after the Registration.
2. The renewal fee for the Registration of a Domain Name is 5 EUR (excl. VAT) at the time of the signing of this Agreement between EURid and the registrar.
3. The fee for the bulk transfer of Domain Names by EURid upon demand of the registrar is 0.25 EUR (excl. VAT) per Domain Name with a minimum amount of 500 EUR (excl. VAT) per requested transaction.
4. The fee for the re-activation of a Domain Name that was put in “quarantine” is 20 EUR (excl. VAT.) Domain Names in “quarantine” can be re-activated during a period of 40 days following their deletion.
5. The fee for the re-activation of a Domain Name that was put in “quarantine” which is accompanied by a transfer of that Domain Name to a New registrar is 50 EUR (excl. VAT.) Domain Names in “quarantine” can be re-activated during a period of 40 days following their deletion.