

Purpose:

This document contains updated versions of three CoCCA template documents, the *Registrant Agreement*, *Acceptable Use Policy ("AUP")* and *Privacy and WHOIS Policy*. The changes proposed herein are largely to the *Privacy and WHOIS Policy*. The inter-related nature of the policy documents also necessitated minor modification of the *AUP* and *Registrant Agreement*.

Context:

The issues of WHOIS policy and data quality are recognised as important components of the effort to combat abuse of the DNS, address cybercrime, protect intellectual property, and align use of a ccTLD register with the legislative and public policy environment in the country or territory it represents.

Attempts to address the shortcomings of existing WHOIS and data quality policy in the generic top level domains ("gTLD") have been frustrated by technical, commercial and contractual restrictions in zones ICANN has oversight of. Similar constraints generally do not exist in most ccTLDs; they do not exist under the CoCCA model.

CoCCAs' best practice framework has historically sought to address the acceptable use of domain in recognition that the DNS is often part of the publication of internet content. While a register operator cannot remove prohibited or unlawful content from the internet, they can, however, ensure the ccTLD's network is not part of the publication chain. This framework contrasts somewhat with the largely intellectual property driven policy in the gTLD name spaces, and its focus on who has the "best rights" to a particular character string.

The proposed changes do not reflect a substantive change in CoCCA policy. The policy continues to recognize the compelling public interest in ensuring that accurate "registrant contact data" (for an individual domain) is publicly available via an automated process and on a continuous basis. It extends the WHOIS concept to include Historical Abstracts.

Registrants provide their information to the registry directly or via a registrar for specific purposes detailed in the Policy. The registry operator and sponsoring organisation have a responsibility to put mechanisms and policies in place that are consistent with the objectives of data collection.

The Modifications Summarised:

1. Make available to the general public, regulatory bodies and law enforcement Historical Abstracts that contain complete historical records related to a domain. The AUP filing process - or a nominal fee - for Historical Abstracts introduces very modest administrative or fiscal burdens for persons requesting information. The notion of a Historical Abstract is common in other environments and is largely analogous to ordering a corporate history from a statutory body. Under this common model some information is freely available online (in the case of the DNS via WHOIS), while a complete history may be ordered from an information broker and may attract a processing fee.
2. Allow the registry to enable automated procedures to contact a registrar's clients (the registrant) by phone or email for the purpose of having registrants

update and confirm their contact details BEFORE activation of a domain and at least once a year after that. It is difficult to confirm the identity of registrants, but technology can assist in verifying the accuracy of the phone and email. The registry may also opt to notify registrants directly via registry email or “SMS alerts” of activity and changes to their registry data.

3. Allow registrars that have adopted a practice of replacing some address contact details with alternate addresses that may represent an “agent of the registrant” to create these as subordinate contact records. This will continue to give registrants who desire a very limited level of protection from abuse and data mining of the public WHOIS servers an effective option to combat this known problem.

Registrars will no longer be able provide only limited or “filtered” contact data “sufficient to contact the registrant.” The revised policy and technology allows a registrant to opt to nominate alternate phone, email and address information for publication via the WHOIS server (not registrant name or organisation).

Historical Abstracts and requests for information that flow from an AUP complaint will show both the authoritative (superordinate) registrant information and, if applicable, the alternate “agent” contact information. Requests for AUTH codes and other notices, or any other interaction required to comply with policy, will use the superordinate contact email.

Given the importance of data quality and the various levels of automation and technical proficiency in various CoCCA registrars, the changes allow the registry to be more proactive in verifying the accuracy of information inserted by the registrar and also provide a direct channel for registrants to maintain various aspects of their contact information. These changes also extend the availability (and format) of registrant information to be delivered to the general public.

This document is meant to be a practical guide to adoption of the CoCCA best practice policy framework for administration code Top Level Domains (ccTLDs).

Assumptions:

The framework assumes the ccTLD operates as a shared registry, and that policy development, operation of the central registry, and commercial activities are viewed as discrete activities - even if carried out by related entities. Implementing these policies in the CoCCA software requires upgrading to version 3.01 or later.

The framework also assumes that the ccTLD manager desires to ensure the use of the ccTLD remains consistent with local culture, customs and legislation, and wishes to employ a model that includes registry-level suspensions.

The use of a domain is subject at all times to an AUP that addresses cybercrime, prohibited content, intellectual property abuses and other issues of interest to internet users.

[Registration Agreement](#) – This collateral agreement binds the registrant to ccTLD Acceptable Use, Privacy & WHOIS policy and the Complaint Resolution Service.

[Acceptable Use Policy](#) – This policy is incorporated by reference into the Registration Agreement and defines the acceptable use of domains and the ccTLD manager's network.

[Privacy & WHOIS Policy](#) – This policy is incorporated by reference into the Registration Agreement and describes the registry's privacy and WHOIS policy.

1. OBJECTIVES:

1.1 The objectives of this Privacy Policy are:

- (1) To disclose to the Registrant, and in doing so obtain the Registrant's consent, to the fact that the Personal Information (defined below) provided by the Registrant may be dealt with in the following manner by [Country Code Administrator]:
 - (a) Personal Information shall be collected in the form of a Registrant database, which is used, maintained and corrected from time to time in accordance with this Policy;
 - (b) Personal Information shall be collected by [Country Code Administrator] for the purpose of the storage and maintenance of the Personal Information. [Country Code Administrator] shall not disclose or transfer the Personal Information to any third party other than the [Insert] ccTLD Escrow Agent unless under the circumstances detailed in the "Use and Disclosure" section of this policy;
 - (c) All personal information about the Registrant which is supplied to [Country Code Administrator], or an accredited registrar, is held by [Country Code Administrator] for the benefit of {Country} and global internet communities, and may be disclosed to third parties **who request Historical Abstracts. This information may be** used to maintain a public port 43 and Web-based "WHOIS" service, provided that such disclosure is consistent with:
 - (i) Privacy principles specified in CoCCA recommended policies; and
 - (ii) The [Country Code Administrator] Policies.
 - (iii) Applicable Legislation.
- (2) To outline [Country Code Administrator]'s procedures for the appropriate collection, holding, use, correction, disclosure and transfer of a Registrant's Personal Information by [Country Code Administrator];
- (3) For [Country Code Administrator] to undertake the requirements of paragraph 1.1 (1) in such a way so as to ensure that [Country Code Administrator]:
 - (a) Meets international concerns and obligations relating to privacy;

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- (b) Recognises a Registrant's interests in minimising abuse of their privacy;
- (c) Recognises important human rights and social interests that compete with privacy, including the general desirability of a free flow of information and the right of [Country Code Administrator] to achieve its objectives efficiently; and
- (d) Encourages Registrants to provide and maintain accurate and reliable contact details with the knowledge that [Country Code Administrator] will respect their privacy.

2. DEFINITIONS

2.1 "AUP" or "[Country Code Administrator] AUP" means the Acceptable Use Policy available at {link};

2.2 "[Country Code Administrator]" means [Country Code Administrator];

2.3 "Domain" means a .[Insert] Domain name applied for by a Registrant, whose registration application has been processed and accepted by [Country Code Administrator];

2.4 "Escrow Agent" means a third party contracted to perform data escrow services for [Country Code Administrator]. The data escrow arrangement with the Escrow Agent will ensure the transfer of all relevant DNS data and Registrant information, including Personal Information to a nominated replacement/back-up system, and will ensure the safety and integrity of the .[Insert] country code Top Level Domain ("ccTLD") database. The Escrow Agent is prohibited from use or disclosure of the .[Insert] ccTLD Data unless that use or disclosure is deemed essential to ensure the stability and integrity of the .[Insert] ccTLD;

2.5 "Identifier" for the purposes of paragraph 10 includes a number assigned by [Country Code Administrator] to an individual to uniquely identify the Registrant for the purposes of [Country Code Administrator]'s operations. However, an individual's name is not an *identifier*;

2.6 "Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a Registrant whose identity is apparent, or can reasonably be ascertained, from the information or opinion provided by the Registrant including information contained in applications for [Country Code Administrator] domain names;

2.7 "Policy" means the contents of the [Country Code Administrator] Privacy Policy and any amendments or updates to the Policy made by [Country Code Administrator] from time to time and posted on the [Country Code Administrator] website {link};

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- 2.8 "Sensitive information" means Personal Information that would be considered to be "sensitive" under the CoCCA recommended policies;
- 2.9 "Registrant" means the individual who applied for or caused to be applied for a Domain and whose registration application has been processed and accepted by [Country Code Administrator];
- 2.10 "WHOIS Service" means the service provided by [Country Code Administrator] to the public, as described in paragraph 3 of this Policy, which is available at [link].

3. {Country} ccTLD "WHOIS" SERVER IMPLICATIONS:

[Country Code Administrator] will maintain a publicly accessible information service known as the .[Insert] ccTLD "WHOIS" service which will provide limited information in relation to a Domain as follows:

- 3.1 Technical information on the DNS servers resolving a Domain;
- 3.2 The date the Domain was inserted into the .[Insert] ccTLD registry;
- 3.3 The date of last modification;
- 3.4 The date of expiration;
- 3.5 The current status of the domain;
- 3.6 The Registrar contact details;
- 3.7 The Registrant's name;
- 3.8 The Registrant's physical address and/or Alternate Address;
- 3.9 The Registrant's email & phone numbers* and/or Alternate Address;
- 3.10 The Registrant's state and/or Alternate Address;
- 3.11 The Registrant's country and/or Alternate Address.

Registrars may create subordinate Alternative Address records for some fields to be displayed via the public WHOIS service. Where an Alternative Address is used, the WHOIS service will indicate this and provide clear instructions on how a full Historical Abstract can be ordered. Any request for a Historical Abstract or request for one flowing from an AUP Complaint will have both the registrant's configured Alternate WHOIS information and the superordinate address information. The superordinate information cannot be an agent or otherwise obfuscated

It is not possible to entirely block access to Registrant contact details; it is however possible to choose to have published via the WHOIS service alternative address details. This is analogous to the common practice in national corporate registers of allowing for a different "registered office" and "principle place of business".

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- 3.12** [Country Code Administrator] shall not release a Registrant's phone numbers, addresses or email contact details without the consent of the Registrant, unless under the circumstances detailed in "Use and Disclosure" section below.
- 3.13** [Country Code Administrator] or CoCCA Accredited Registrars are required, as a condition of their accreditation, to provide Registrants with the tools to make visible "Extended WHOIS" information on .[Insert] ccTLD domains registered through them.
- 3.14** [Country Code Administrator] will ensure registrants have an online tool to directly confirm and edit information published in the ccTLD WHOIS or Historical Abstracts. The registrant will require a registry key and will not be able to disable the display of data set in 3.1 – 3.11.

4. COLLECTION

4.1 [Country Code Administrator] shall only collect Personal Information necessary for one or more of its functions or activities:

- (1) As the trustee for the .[Insert] ccTLD database;
- (2) For the provision of the "WHOIS" Service;
- (3) For the generation of Historical Abstracts;
- (4) To contact the Registrant as necessitated by the .[Insert] ccTLD Policies;
- (5) To provide law enforcement with information required to investigate or prevent a crime.

4.2 The "Primary Purpose of Collection" by [Country Code Administrator] shall be for one of the necessary functions or activities of [Country Code Administrator] as described in paragraph 4.1 above and [Country Code Administrator] will exercise its reasonable endeavours to ensure that:

- (1) [Country Code Administrator] shall collect Personal Information only by lawful and fair means and not in an unreasonably intrusive way.
- (2) At or before the time (or, if that is not practicable, as soon as practicable thereafter) [Country Code Administrator] collects Personal Information about a Registrant from the Registrant, [Country Code Administrator] shall take reasonable steps to ensure that the Registrant is aware of:
 - (a) The identity of [Country Code Administrator] and the Escrow Agent and how the Registrant may contact [Country Code Administrator]; and
 - (b) The fact that the Registrant is able to gain access to the Personal Information; and
 - (c) The purposes for which the Personal Information is collected (as outlined in the paragraph 4.1 above); and

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- (d) The organisations (or the types of organisations) to which [Country Code Administrator] usually discloses the Personal Information; and
 - (e) Any law that requires the particular Personal Information to be collected; and
 - (f) The main consequences (if any) for the Registrant if all or part of the Personal Information is not provided.
- (3) If it is reasonable and practicable to do so, [Country Code Administrator] shall collect Personal Information about a Registrant only from that individual or their nominated registrar.
- (4) If [Country Code Administrator] collects Personal Information about the Registrant from someone else, it shall take reasonable steps to ensure that the Registrant is or has been made aware of the matters listed in the "Objectives" paragraph 1 above, except to the extent that making the Registrant aware of these matters would pose a serious threat to the life or health of any individual.

4.3 [Country Code Administrator]'s website does utilise technology that collects user information and tracks usage. [Country Code Administrator]'s website may feature links to other websites. [Country Code Administrator] is not responsible for the content and privacy practices of other such websites.

5. USE AND DISCLOSURE

5.1 [Country Code Administrator] shall NOT use or disclose Personal Information about a Registrant for a purpose (the secondary purpose) other than the Primary Purpose of Collection unless:

- (1) The Registrant has consented to the use or disclosure; or
- (2) [Country Code Administrator] reasonably believes that the use or disclosure is necessary:
 - (a) To lessen or prevent a serious and imminent threat to an individual's life, health or safety; or
 - (b) To lessen or prevent a serious threat to public health or public safety; or
 - (c) Because [Country Code Administrator] has reason to suspect that unlawful activity or a violation of the AUP has been, is being or may be engaged in, and uses or discloses the Personal Information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons (including parties affected by a violation of the AUP) or authorities; or
 - (d) Because the use or disclosure is required or authorised by or under law; or

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- (e) Because [Country Code Administrator] reasonably believes that the use or disclosure is reasonably necessary for one or more of the following, by or on behalf of an enforcement body:
 - (i) The prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law;
 - (ii) The enforcement of laws relating to the confiscation of the proceeds of crime;
 - (iii) The protection of the public revenue;
 - (iv) The prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct; or
 - (v) The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal.
- (f) Because a third party has filed a complaint relating to the AUP and providing the Personal Information may contribute to resolution of the complaint.

(g) Because a third party has requested a Historical Abstract.

5.2 [Country Code Administrator] shall lawfully co-operate with agencies performing law enforcement functions.

5.3 This "Use and Disclosure" section in this paragraph 5 does not override any existing legal obligations not to disclose Personal Information. Nothing in this "Use and Disclosure" paragraph 5 requires [Country Code Administrator] disclosing any Personal Information; [Country Code Administrator] is always entitled not to disclose Personal Information in the absence of a legal obligation to disclose it.

5.4 [Country Code Administrator] is also subject to the requirements set out in the "Trans-border data flows" section in paragraph 12 of this Policy if it transfers Personal Information to a person in a foreign country, situated outside of {Country}.

5.5 If [Country Code Administrator] uses or discloses Personal Information under this "Use and Disclosure" paragraph 5, it shall make a written note of the use or disclosure, and except where requested by a law enforcement agency, inform the Registrant by email of the identity of the requesting entity and stated reasons for the release of the information. These reasons must be one of the stated reasons in paragraph 5.1 (2).

6. DATA QUALITY

6.1 [Country Code Administrator] shall take reasonable steps to make sure that the Personal Information it collects, uses or discloses is accurate, complete and up-to-date. This includes active email, sms or phone communication from the

registry to the registrant that by passes the Registrar in order to activate a domain.

[Country Code Administrator] shall provide tools to enable a user of the registry API or UI to create an alternate subordinate registrant contact record in which the physical address, email address and phone number are that of an agent. The registrar may, on the explicit instruction of the registrant, opt to have the agent physical address, email address and phone number displayed in the public WHOIS.

7. DATA SECURITY

7.1 [Country Code Administrator] shall take reasonable steps to protect the Personal Information it holds from misuse and loss and from unauthorised access, modification or disclosure.

7.2 [Country Code Administrator] shall take reasonable steps to destroy or permanently de-identify Personal Information if it is no longer needed for any purpose for which the information may be used or disclosed under the "Use and Disclosure" section of this Policy, except where prohibited by law or applicable policy

8. OPENNESS

8.1 This Policy sets out [Country Code Administrator]'s policies on its management of Personal Information. [Country Code Administrator] shall make this document available to anyone who asks for it.

8.2 On request by any person, [Country Code Administrator] shall take reasonable steps to let the person know, generally, what sort of Personal Information [Country Code Administrator] holds, for what purposes, and how it collects, holds, uses and discloses that information.

9. ACCESS AND CORRECTION

9.1 If [Country Code Administrator] holds Personal Information about a Registrant, it shall provide the Registrant with access to the information on request by the Registrant, except to the extent that:

- (1) In the case of Personal Information, providing access would pose a serious and imminent threat to the life or health of any individual; or
- (2) Providing access would have an unreasonable impact upon the privacy of other individuals; or
- (3) The request for access is frivolous or vexatious; or
- (4) The information relates to existing or anticipated legal proceedings between [Country Code Administrator] and the Registrant and the information would not be accessible by the process of discovery in those proceedings; or

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- (5) Providing access would reveal the intentions of [Country Code Administrator] in relation to negotiations with the Registrant in such a way as to prejudice those negotiations; or
- (6) Providing access would be unlawful; or
- (7) Denying access is required or authorised by or under law; or
- (8) Providing access would be likely to prejudice an investigation of possible unlawful activity; or
- (9) Providing access would be likely to prejudice:
 - (a) The prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law; or
 - (b) The enforcement of laws relating to the confiscation of the proceeds of crime; or
 - (c) The protection of the public revenue; or
 - (d) The prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct; or
 - (e) The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of its orders by or on behalf of an enforcement body; or
 - (f) An enforcement body performing a lawful security function asks [Country Code Administrator] not to provide access to the information on the basis that providing access would be likely to cause damage to the security of {Country}.

9.2 However, where providing access would reveal evaluative information generated within [Country Code Administrator] in connection with a commercially sensitive decision-making process, [Country Code Administrator] may give the Registrant an explanation for the commercially sensitive decision rather than direct access to the information.

9.3 If [Country Code Administrator] charges for providing access to Personal Information, those charges:

- (1) Shall not be excessive; and
- (2) Shall not apply to the lodging of a request for access by Registrants to their own Personal Information.

9.4 If [Country Code Administrator] holds Personal Information about a Registrant and the Registrant is able to establish that the information is not accurate, complete and up-to-date, [Country Code Administrator] shall take reasonable steps to correct the information so that it is accurate, complete and up-to-date, as requested by the Registrant.

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9.5 If the Registrant and [Country Code Administrator] disagree about whether the Personal Information is accurate, complete and up-to-date, and the Registrant asks [Country Code Administrator] to associate with the information a statement claiming that the information is not accurate, complete or up-to-date, [Country Code Administrator] shall take reasonable steps to do so.

9.6 [Country Code Administrator] shall provide written reasons for denial of access or a refusal to correct Personal Information under this paragraph 9 in relation to "Access and Correction".

10. IDENTIFIERS

10.1 [Country Code Administrator] shall not adopt as its own identifier of a Registrant, an identifier of the Registrant that has been assigned by:

- (1) An agency; or
- (2) An agent of an agency acting in its capacity as agent; or
- (3) A contracted service provider for a government contract acting in its capacity as contracted service provider for that contract.

10.2 [Country Code Administrator] shall not use or disclose an identifier assigned to an individual by an agency, or by an agent or contracted service provider mentioned in paragraph 10 in relation to "Identifiers" unless:

- (1) The use or disclosure is necessary for [Country Code Administrator] to fulfil its obligations to the agency; or
- (2) One or more of the requirements in relation to "Use and Disclosure" in paragraph 5.1 applies to the use or disclosure.

11. ANONYMITY

11.1 A Registrant's request not to be identified when entering transactions with [Country Code Administrator] shall be considered by [Country Code Administrator] on a case by case basis, in its sole discretion, although [Country Code Administrator] may choose to honour such request wherever it is lawful or practicable to do so.

12. TRANSBORDER DATA FLOWS

12.1 [Country Code Administrator] may transfer Personal Information to someone (other than [Country Code Administrator], its affiliates or the Registrant) who is in a foreign country only if:

- (1) [Country Code Administrator] reasonably believes that the recipient of the information is subject to a law, binding scheme, or contract which effectively upholds principles for fair Resolution of the information that are substantially similar to the privacy principles under CoCCA recommendations; or
- (2) The Registrant consents to the transfer; or

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- (3) The transfer is necessary for the performance of a contract between the Registrant and [Country Code Administrator], or for the implementation of pre-contractual measures taken in response to the Registrant's request; or
- (4) The transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Registrant between [Country Code Administrator], its affiliates or a third party; or
- (5) All of the following apply:
 - (a) The transfer is for the benefit of the Registrant;
 - (b) It is impracticable to obtain the consent of the Registrant to that transfer; and
 - (c) If it were practicable to obtain such consent, the Registrant would be likely to give it; or
- (6) [Country Code Administrator] has taken reasonable steps to ensure that the information that it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the privacy principles in the CoCCA recommendations.

13. SENSITIVE INFORMATION

13.1 [Country Code Administrator] shall not collect sensitive information about a Registrant unless:

- (1) The Registrant has consented; or
- (2) The collection is required by law; or
- (3) The collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where the Registrant whom the information concerns:
 - (a) Is physically or legally incapable of giving consent to the collection; or
 - (b) Physically cannot communicate consent to the collection; or
- (4) Where the information is collected in the course of the activities of a non-profit organisation the following conditions are satisfied:
 - (a) The information relates solely to the members of [Country Code Administrator] or to individuals who have regular contact with it in connection with its activities;
 - (b) At or before the time of collecting the information, [Country Code Administrator] undertakes to the Registrant whom the information concerns that [Country Code Administrator] will not disclose the information without the Registrant's consent; or

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- (5) The collection is necessary for the establishment, exercise or defence of a legal or equitable claim.

14. REVIEW OF POLICY:

- 14.1** [Country Code Administrator] reserves the right to review or revise this policy at any time and those people who volunteer their personal details to [Country Code Administrator] are deemed to acknowledge and be bound by this policy and any changes made to it. This in no way affects the privacy protection available under CoCCA recommendations or other relevant laws.

About the **Council of Country Code Administrators**

<http://www.cocca.cx>

Taking the view that administrators of ccTLDs are trustees for the internet domain, CoCCA Members seek, through consensus, to develop approaches, policies and technologies which improve the utility, technical stability, and interoperability of member ccTLDs with the DNS.

CoCCA has been established as an inclusive forum for collaboration among those trustees of ccTLDs that support responsible administration of the DNS, accountability models, and industry self-regulation. CoCCA is a non-profit, member-owned company.

CoCCA BEST PRACTICE : MASTER DOCUMENT v2.0 DRAFT
REGISTRANT AGREEMENT

This **REGISTRANT AGREEMENT** (the "Agreement") is entered into, by and between the [Insert] domain name registrant ("Registrant") and [Country Code Administrator] "[Country Code Administrator]". Additional agreements, if any, may be entered into between the Registrant and accredited registrars relating to domain name services in the .[Insert] TLD provided by such accredited registrars, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement. If there is any conflict between such additional agreements and this Agreement, this Agreement shall control.

TERMS AND CONDITIONS:

1. *By applying to register one or more .[Insert] domain names (the "[Insert] Domain name(s)") with an accredited registrar in the .[Insert] ccTLD (hereinafter referred to as an "Application") or by using one or more .[Insert] Domain name(s), the Registrant acknowledges that it has read and agrees to be bound by all terms and conditions of this Agreement as well as the following documents, policies, and agreements which are incorporated into this Agreement by this reference and which shall hereinafter (together with this Agreement) be referred to as the "[Country Code Administrator] Policies":*

- The registration rules
- The [Insert] ccTLD Policies
- The Privacy Policy
- The [Country Code Administrator] Acceptable Use Policy ("AUP")
- The [Country Code Administrator] Complaint Resolution Service rules and policies
- Other [Country Code Administrator] rules or policies that are now, or may in the future, be published by [Country Code Administrator].

The [Country Code Administrator] Policies apply to all domains and sub-level domains which end in the suffix .[Insert] and explain the rights and obligations between [Country Code Administrator] and the Registrant. Those parts of the [Country Code Administrator] Policies which are not part of the text of this Agreement are incorporated into this Agreement by this reference. [Country Code Administrator] may accept the Application by facilitating registration and resolution of the .[Insert] Domain name(s); such acceptance shall be deemed to have occurred at the [Country Code Administrator]'s principal place of business in {Country}.

[Country Code Administrator] may modify the [Country Code Administrator Policies] from time to time. [Country Code Administrator] shall post (publish on or link to) the [Country Code Administrator Policies] on [Country Code Administrator]'s web site. Revised [Country Code Administrator] Policies become effective thirty (30) calendar days after posting. [Country Code Administrator] may inform registrants of changes to [Country Code Administrator] Policies via email and the Registrant agrees that such email shall not be considered spam; however, [Country Code Administrator] shall not be obligated to provide such notice via email. The Registrant's use of .[Insert] Domain name(s) following the effective date constitutes the Registrant's acceptance of the revised [Country Code Administrator] Policies. In the event that the Registrant does not wish to be bound by the revised [Country Code

Administrator] Policies, the Registrant's sole remedy is to cancel the registration of the .[Insert] Domain name(s), following the appropriate [Country Code Administrator] Policies regarding such cancellation.

2. *Registration Fee.* The Registrant shall pay to an accredited registrar the appropriate registration fee ("Registration Fee") applicable at the time the Registrant submits its Application to such accredited registrar. Payment of Registration Fees shall be made in accordance with the requirements of the accredited registrars and [Country Code Administrator] Policies are effective at the time the Registrant submits such payment. All Registration Fees paid pursuant to this Agreement are non-refundable except as provided for herein. It shall be the responsibility of the accredited registrar to pay a separate registration fee owed to the [Country Code Administrator] by such registrar and no Application will be accepted until such separate registration fee is paid. It shall not be the duty of the [Country Code Administrator] to refund any Registration Fee or other fee to the Registrant in the event of non-performance by such registrar, since the disposition of such Registration Fee is being a matter of performance of a contract between the Registrant and such registrar.
3. *Term and Renewal Term.* The Registrant's exclusive registration of the .[Insert] Domain name shall continue for the term specified in an accepted Application (the "Term"). The Registrant may have the right to renew a registration in accordance with the [Country Code Administrator] Policies in effect at the end of the Registrant's then current Term.
4. *Registrant Information.* The Registrant shall ensure that: (i) the information submitted by or on behalf of the Registrant to the .[Insert] ccTLD registry in connection with registration of the .[Insert] Domain name(s) or otherwise ("Registrant Information") will during the Term comply with the [Country Code Administrator] Policies and is and will remain true, current, complete, accurate, and reliable; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying [Country Code Administrator] immediately of a change to any such information in accordance with the appropriate [Country Code Administrator] Policy relating to modifications to the Registrant Information. [Country Code Administrator] reserves and may exercise the right to terminate the Registrant's registration of the .[Insert] Domain name if (i) information provided by the Registrant to [Country Code Administrator] is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive; or (ii) the Registrant fails to maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable. The Registrant acknowledges that a breach of this Section 4 will constitute a material breach of this Agreement which will entitle [Country Code Administrator] to terminate this Agreement immediately upon such breach without any refund of the Registration Fee and without notice to the Registrant.
 - (i) The Registrant acknowledges that all personal information about the Registrant which is supplied to [Country Code Administrator] or an accredited registrar is held for the benefit of the {Country} and global internet communities and may be required to be publicly disclosed to third parties and used to maintain a public "WHOIS" service, provided

that such disclosure is consistent with the [Country Code Administrator] Policies.

- (ii) Registrants must provide the following information to [Country Code Administrator] or its accredited registrar:
- Legally recognized first and last name (surname) of the contact person for the Registrant (this contact person may be the Registrant itself).
 - If the Registrant is an organization, association, Limited Liability Company, Proprietary Limited Company, or other legally recognized entity, the contact person must be a person authorized under the applicable law in the applicable territory to legally bind the entity.
 - Valid postal address of the Registrant.
 - Functioning e-mail address of the Registrant.
 - Working telephone number for the Registrant, including country code, area code, and proper extension, if applicable.

Providing true, current, complete, and accurate contact information is an absolute condition of registration of a .[Insert] Domain name within the .[Insert] ccTLD. If any Registrant Information provided during registration or subsequent modification to that information is false, inaccurate or misleading, or conceals or omits pertinent information, [Country Code Administrator] may instruct the registry to terminate, suspend or place on hold the .[Insert] Domain name(s) of any Registrant without notification and without refund to the Registrant; and

- (iii) The Registrant is responsible for keeping the Registrant Information up to date and responding in a timely fashion to communications regarding the .[Insert] Domain name or other .[Insert] domains registered by them.
- (iv) The Registrant may be requested to submit content, material, web page(s) or URL(s) accessed through the [Country Code Administrator] network to the manufactures of internet content filters listed on the CoCCA website <http://www.cocca.cx> , and such request shall be a binding obligation.
5. *Agents.* The Registrant understands, acknowledges and agrees that by using the .[Insert] Domain name, the Registrant ratifies and is bound by this Agreement (including the [Country Code Administrator] Policies incorporated into this Agreement) even if an agent (such as an Internet Service Provider, Domain name retailer, or employee) entered into this Agreement on the Registrant's behalf, and even if the Registrant has not itself read this Agreement. Further, the Registrant is responsible for all information submitted by its agent. [Country Code Administrator] will not cancel this Agreement, or refund any fees, because of any errors or omissions by the agent in the registration process or thereafter (e.g. if such agent provides incorrect Registrant Information), as such apparent authority will suffice to bind the

Registrant. By acting on the Registrant's behalf, such agent represents and warrants to the Registrant and [Country Code Administrator] that the agent is authorised to bind the Registrant hereto and that it has fully and thoroughly advised the Registrant of the terms and conditions of this Agreement (including the [Country Code Administrator] Policies incorporated into this Agreement).

6. *Scope of Registration.* On payment of the Registration Fee to the registrar and after payment by the registrar to the [Country Code Administrator] of the separate registration fee and after acceptance of the Application, the Registrant will be entitled to a licence for the exclusive use of the domain name resolution services relating to the .[Insert] Domain name for the Term. However, the Registrant shall not use, display, exploit, or register a .[Insert] Domain name in any manner which may constitute illegal activity or be in contravention or violation of [Country Code Administrator] Policies. The Registrant acknowledges that a breach of this Section 6 will constitute a material breach of this Agreement which will entitle [Country Code Administrator] to terminate this Agreement immediately upon such breach without any refund of the Registration Fee. The [Country Code Administrator] or an accredited registrar may, in such party's sole discretion, refuse registration of or discontinue to provide services with respect to the Registrant's desired .[Insert] Domain name within thirty (30) calendar days from receipt of payment of the Registration Fee by the accredited registrar. In case of such refusal without cause ("cause" being defined as dishonouring any payment made to an accredited registrar and/or [Country Code Administrator] or any violation of the [Country Code Administrator] Policies), [Country Code Administrator] shall refund to the accredited registrar the separate registration fee received by the [Country Code Administrator] and the registrar shall refund to the Registrant the Registration Fee. Neither [Country Code Administrator] nor an accredited registrar shall be liable for any loss, damage, or other injury whatsoever resulting from [Country Code Administrator] or registrar's refusal to register or to discontinue services in relation to the Registrant's desired .[Insert] Domain name.

7. *Registrant Representations and Warranties.* The Registrant represents, warrants, and guarantees that:
 - (i) the Registrant understands that registration entitles the Registrant only to a licence for the use of the domain name resolution services relating to the .[Insert] Domain name for the Term and that use of such services is subject to this Agreement (including the [Country Code Administrator] Policies) and other pertinent rules and laws, including those concerning trade marks and other types of intellectual property, as these may now exist or be revised from time to time;

 - (ii) to the best of the Registrant's knowledge and belief, neither the registration of the .[Insert] Domain name nor the manner in which it is to be directly or indirectly used infringes the legal rights or intellectual property rights of a third party;

 - (iii) the Registrant will use, display, or exploit the .[Insert] Domain name in good faith, and in accordance with the laws of {country}, international law, and applicable state laws and regulations, and will not use the

- .[Insert] Domain name in any way which may violate a subsisting right of [Country Code Administrator] or any third party;
- (iv) the information provided by the Registrant is true and accurate, and the Registrant will update said information immediately if it changes;
 - (v) the Registrant is either (a) an identifiable human individual (over the age of 18 years); or (b) a legally recognized statutory entity (such as a Limited Liability Company, Partnership, Association, Society or Proprietary Limited Company);
 - (vi) the Registrant will promptly notify [Country Code Administrator] of any actual or threatened proceedings brought in respect of the words used as or incorporated in the .[Insert] Domain name whether by or against the Registrant;
 - (vii) the Registrant will not, directly or indirectly, through registration or use of the .[Insert] Domain name or otherwise:
 - (a) register a .[Insert] Domain name for the purpose of diverting trade from another business or website;
 - (b) deliberately register as a .[Insert] Domain name misspellings of another entity's personal, company or brand name in order to pass-off or trade on the business, goodwill or reputation of another;
 - (c) grant or purport to grant a security interest or other encumbrance on or over the .[Insert] Domain name unless such security interest or other encumbrance does not exceed the limited rights of the Registrant in the .[Insert] Domain name, does not impair the Registrant's ability to fulfil the Registrant's obligations under this Agreement, and does not impose obligations on the [Country Code Administrator] beyond the obligations owed by the [Country Code Administrator] to a registrant in the absence of such a security interest or encumbrance;
 - (viii) the Registrant meets and will continue to meet for the whole of the Term any eligibility criteria prescribed in the [Country Code Administrator] Policies for registering and using the .[Insert] Domain name;
 - (ix) that the Registrant will maintain the Registrant Information provided pursuant to Section 4 according to the requirements of Section 4;
 - (x) the Registrant has not previously submitted an application for registration of a domain name for the same character string with another registrar where:
 - (a) the Registrant is relying on the same eligibility criteria for both domain name applications; and
 - (b) the character string has previously been rejected by the other registrar;
-

- (xi) any content, material or web page contained on any Uniform Resource Locator ("URL"), web site or web page accessing, utilising or accessed by means of the .[Insert] Domain name complies with the [Country Code Administrator] Acceptable Use Policy and the CoCCA recommendations and does not constitute or contain any illegal or prohibited content, including, but not limited to indecent, obscene, or pornographic material (as described more fully in the [Country Code Administrator] Acceptable Use Policy), whether incorporated directly into or linked from a web site resolved via a .[Insert] Domain name;
- (xii) the use of the .[Insert] Domain name and of any web page or URL accessed by or utilising the .[Insert] Domain name will comply with the requirements of the [Country Code Administrator] Acceptable Use Policy and CoCCA recommended policies including, without limitation, those policies relating to spam.

8. *[Country Code Administrator] Representations and Warranties.* [Country Code Administrator] represents, warrants, and guarantees that:

- (i) [Country Code Administrator] manages the .[Insert] top level domain name in trust for the {Country} Community;
- (ii) [Country Code Administrator] has the full right, power, legal capacity, ability, and authority to enter into this Agreement, and to carry out the terms and conditions hereof notwithstanding the disclaimer below;
- (iii) [Country Code Administrator] will process the Registrant's Application and consider whether to accept or reject it in accordance with the criteria laid down in this Agreement (including the [Country Code Administrator] Policies);
- (iv) [Country Code Administrator] will, if the Application is successful, use its reasonable endeavours to ensure that the details supplied by the Registrant are entered into and maintained in the .[Insert] zone file; and

[Country Code Administrator]'s breach or misrepresentation of these warranties shall constitute a material breach of this Agreement. In the event of such material breach by [Country Code Administrator], the Registrant's only recourse against [Country Code Administrator] shall be to terminate its Agreement with [Country Code Administrator]. [Country Code Administrator] EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE MAXIMUM EXTENT POSSIBLE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT. [Country Code Administrator] DOES NOT GUARANTEE ANY INFORMATION PROVIDED TO THE REGISTRANT BY IT OR ITS AGENTS NOT INCORPORATED INTO THIS AGREEMENT AND, ACCORDINGLY, NO SUCH INFORMATION CREATES ANY EXPRESS OR IMPLIED WARRANTY. [Country Code Administrator]'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE REGISTRANT AGREES THAT [Country Code Administrator] WILL REGISTER DOMAIN NAMES ON A FIRST COME, FIRST SERVED BASIS. [Country Code Administrator] DOES NOT GUARANTEE THAT ANY DOMAIN APPLIED FOR BY THE REGISTRANT WILL BE AVAILABLE OR WILL BE SUCCESSFULLY REGISTERED, AND THE REGISTRANT

AGREES THAT IT DOES NOT HAVE ANY RIGHT OF OWNERSHIP IN A REGISTERED DOMAIN.

9. *Breach.* Failure of a Registrant to abide by any provision of this Agreement (including the [Country Code Administrator] Policies) may be considered a material breach. In the event of such material breach, [Country Code Administrator] may provide a written (including email) notice to the Registrant describing the breach. The Registrant in such event then has thirty (30) days to rectify or cure such breach or to provide evidence reasonably satisfactory to [Country Code Administrator] that there is no breach of this Agreement or [Country Code Administrator] Policies. In the event of a breach that is not rectified, cured or refuted by the Registrant to [Country Code Administrator]'s satisfaction, [Country Code Administrator] may cancel the Registrant's registration of and licence to use the .[Insert] Domain name without refund and without further notice, and pursue any and all legal remedies it may have against the Registrant. Any such breach by the Registrant shall not be deemed excused in the event that [Country Code Administrator] did not act earlier in response to the breach by Registrant. In the event of a breach which, in the opinion of the [Country Code Administrator] or an accredited registrar, causes immediate harm to the public interest or the [Country Code Administrator] Network or which violates any applicable law or regulation, then an accredited registrar and/or the [Country Code Administrator] may modify, suspend, or terminate services to the Registrant without written notice, the modification, suspension, or termination of services constituting notice to Registrant that such a breach has occurred. See Section 12, below for important limitations on the liability of [Country Code Administrator] and accredited registrars with regard to good faith acts by such parties under this Section.
10. *Disputes Involving Registrants.* The Registrant acknowledges that [Country Code Administrator] cannot, and does not, screen or otherwise review any Application to verify that the Registrant has legal rights to use a particular character string as or in a .[Insert] Domain name. In the event that any party disputes the Registrant's legal right to use, display, exploit, or register the .[Insert] Domain name in any fashion, including allegations that prohibited material (as defined in the [Country Code Administrator] Acceptable Use Policy) is displayed on or linked to from a website which is resolved via a .[Insert] Domain name, [Country Code Administrator] and the Registrant shall act in accordance with and agree to be bound by [Country Code Administrator]'s Complaint Resolution Policy and Service. The Registrant is strongly encouraged to, prior to applying for registration of the .[Insert] Domain name, perform a trade mark search with respect to the acronyms, words and/or phrases comprising the .[Insert] Domain name. The Registrant will be solely liable in the event that the Registrant's use of a .[Insert] Domain name constitutes an infringement or other violation of a third party's rights.
11. *Indemnity.* The Registrant shall defend, indemnify, and hold harmless [Country Code Administrator], the registry operator, accredited registrars and such parties' officers, directors, shareholders, owners, managers, employees, agents, contractors, affiliates, lawyers and attorneys ("[Country Code Administrator] Related Parties") from and against any and all claims of third parties or made by the Registrant, including, but not limited to all loss, liability, claims, demands,

damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable lawyers or attorneys' fees (which lawyers or attorneys shall be hired at the sole discretion of the indemnified party) and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, the registration or use of the indemnified party's domain registration or other services, or to the .[Insert] Domain name itself, including the Registrant's use, display, exploitation, or registration of the .[Insert] Domain name, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the .[Insert] Domain name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from the Registrant concerning the Registrant's indemnification obligations. Failure to provide such written assurances is a material breach of this Agreement. Failure of the Registrant to fully indemnify the indemnified party in a timely manner may result in termination, suspension, or modification of the domain name registration services and any such termination, suspension, or modification shall in no way prejudice or substitute for an indemnified party's right to seek indemnification by way of litigation or otherwise.

12. **DISCLAIMER AND LIMITATION OF LIABILITY.** The Registrant acknowledges and agrees that, to the maximum extent possible, [Country Code Administrator] **AND THE** [Country Code Administrator] **RELATED PARTIES** SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, RELATING TO THE USE, OR THE INABILITY TO USE, THE DOMAIN, OR IN ANY OTHER WAY RELATED TO THE DOMAIN, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. ADDITIONALLY, [Country Code Administrator] AND [Country Code Administrator] RELATED PARTIES SHALL NOT BE LIABLE WHATSOEVER FOR ANY LOSSES OR DAMAGES THAT THE REGISTRANT MAY INCUR AS A RESULT OF UNAUTHORIZED USE OF THE DOMAIN ARISING FROM "HACKING", DENIAL OF SERVICE ATTACK, VIRUS, WORM OR OTHERWISE, OR FOR LACK OF FITNESS FOR A PARTICULAR PURPOSE OF THE DOMAIN OR SERVICES RELATED TO THE DOMAIN NAME.

IN THE EVENT THAT [Country Code Administrator] OR A [Country Code Administrator] RELATED PARTY TAKES ACTION WITH RESPECT TO A .[Insert] DOMAIN NAME PURSUANT TO SECTION 9, WHICH ACTION IS REVERSED, MODIFIED, OR ACKNOWLEDGED TO HAVE BEEN INCORRECT BY [Country Code Administrator], A [Country Code Administrator] RELATED PARTY, BY OR THROUGH THE [Country Code Administrator] COMPLAINT RESOLUTION SERVICE, OR BY A COURT, THEN REGISTRANT AGREES THAT, ABSENT BAD FAITH BY SUCH PARTY, THAT [Country Code Administrator] AND [Country Code Administrator] RELATED PARTIES SHALL NOT BE LIABLE WHATSOEVER FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER THEREBY, EVEN IF [Country Code Administrator] OR [Country Code Administrator] RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF [Country Code Administrator] OR [Country Code Administrator] RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY UNDER SUCH CIRCUMSTANCES SHALL BE THE RESUPPLY OF THE SERVICES AGAIN, IF POSSIBLE, OR, IF NOT POSSIBLE, A REFUND OF THE REGISTRATION FEE OR RENEWAL FEE (IF THE CIRCUMSTANCE OCCURRED DURING A RENEWAL TERM), WHICH REMEDY THE

REGISTRANT ACKNOWLEDGES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT.

IN ADDITION, [Country Code Administrator] AND [Country Code Administrator] RELATED PARTIES ARE NOT LIABLE WHATSOEVER FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER BECAUSE OF SERVICE OR SYSTEM FAILURE, INCLUDING DOMAIN NAME SYSTEM FAILURE, ROOT SERVER FAILURE, INTERNET PROTOCOL ADDRESS FAILURE, ACCESS DELAYS OR INTERRUPTIONS, DATA NON-DELIVERY OR MIS-DELIVERY, ACTS OF GOD, UNAUTHORISED USE OF PASSWORDS, ERRORS, OMISSIONS OR MIS-STATEMENTS IN ANY INFORMATION OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, DELAYS OR INTERRUPTIONS IN DEVELOPMENT OF WEB SITES, RE-DELEGATION OF THE .[Insert] TOP LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF [Country Code Administrator] OR [Country Code Administrator] RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF [Country Code Administrator] OR [Country Code Administrator] RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR [Country Code Administrator] OR [Country Code Administrator] RELATED PARTIES' BREACH OF THIS AGREEMENT SHALL BE, AT THE SOLE DISCRETION OF [Country Code Administrator] OR [Country Code Administrator] RELATED PARTIES, THE RESUPPLY OF THE SERVICES AGAIN OR A REFUND OF THE REGISTRATION FEE OR RENEWAL FEE (IF THE BREACH OCCURS DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT ACKNOWLEDGES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT. THE REGISTRANT'S SOLE REMEDY FOR AN ACTION NOT FLOWING FROM THIS AGREEMENT (IN TORT OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO [Country Code Administrator] OR [Country Code Administrator] RELATED PARTIES BY THE REGISTRANT.

13. *Notices.* Notices to [Country Code Administrator] shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., Express Mail or Federal Express) in the manner of quickest delivery (i.e., overnight delivery, if possible) to:

[Country Code Administrator]
Street Address
Country
Postal Code

Notices mailed by registered or certified official mail of a country shall be deemed delivered on receipt.

Notices to Registrant shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., Express Mail or Federal Express) in the manner of quickest delivery (i.e., overnight delivery, if possible) or, in the sole discretion of the [Country Code Administrator] or a [Country Code Administrator] Related Party, by email or fax to the Registrant Information.

14. *Governing Law / Forum Selection.* For all disputes in which the [Country Code Administrator] may be or is a party to the dispute, this registration agreement shall be exclusively governed by the laws of {Country} applicable to contracts

made and performed in {Country}, without regard to conflict of laws principles. The Registrant hereby consents to the exclusive personal jurisdiction of the courts of {Country}, for any and all claims or disputes directed against the [Country Code Administrator] and which arise out of, purport to enforce, construe, or otherwise relate to the .[Insert] Domain name, this Agreement, or [Country Code Administrator] Policies. The exclusive venue for such action shall be the Courts of {Country}. The Registrant waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrant waives any statutory or other right pursuant to the laws of the jurisdiction in which Registrant resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction. By way of information and not as a term binding against the [Country Code Administrator], disputes not involving the [Country Code Administrator] as a party may be governed by a governing law and/or forum selection clause contained in a separate agreement, if any, between the Registrant and such other disputant (for example, disputes between and accredited registrar and a Registrant may be governed by a separate agreement, if any, between the Registrant and the accredited registrar); provided, however, that no such separate agreement may modify or waive either [Country Code Administrator]'s or Registrant's consent to exclusive choice of law, jurisdiction, and venue in {Country} and the courts of {Country} for disputes in which the [Country Code Administrator] is or may be a party, as described above.

15. *OWNERSHIP OF INFORMATION AND DATA.* Registrant agrees and acknowledges that [Country Code Administrator] and/or any [Country Code Administrator] delegee shall own all database, compilation, collective and similar rights, title and interests worldwide in any domain name database(s), and all information and derivative works generated from the domain name database(s) and that such domain name database may include, without limitation, (a) the original creation date of domain name registration(s), (b) the expiration date of domain name registration(s), (c) the name, postal address, e-mail address, voice telephone number, and, when available, fax number of all contacts for domain name registration(s), (d) any remarks concerning registered domain name(s) that appear or should appear in the WHOIS or similar information repositories, and (e) any other information generated or obtained in connection with providing domain name registration services. [Country Code Administrator] and/or any [Country Code Administrator] delegee shall not have any ownership interest in a single Registrant's specific Registration Information outside of [Country Code Administrator] and/or any [Country Code Administrator] delegee's rights in one or more domain name database(s).
16. *Severability.* If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original intention of [Country Code Administrator] and the Registrant in executing this Agreement.
17. *No Waiver.* The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.

18. *Full Integration.* This Agreement, together with the [Country Code Administrator] Policies expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and [Country Code Administrator] relating to the .[Insert] Domain name. No prior or contemporaneous written, oral, and electronic representation, negotiation, or agreement form a part of this Agreement, and this Agreement supersedes all prior written, oral, or electronic agreements between the Registrant and [Country Code Administrator] relating to the .[Insert] Domain name. Additional agreements, if any, may be entered into between the Registrant and accredited registrars relating to domain name services in the .[Insert] TLD provided by such accredited registrars, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement nor may such an additional agreement impose any obligation upon [Country Code Administrator] without [Country Code Administrator]'s express written consent. If there is any conflict between such additional agreements and this Agreement, this Agreement shall control.
19. *Written Agreement.* This Agreement constitutes a written agreement between Registrant and [Country Code Administrator] even though the Registrant's Application may be dispatched electronically, and even though [Country Code Administrator] may accept the Application electronically. A printed version of this Agreement, and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.
20. *Assignment.* The parties agree that [Country Code Administrator] is able to assign this Agreement to a third party without prior written notice to the Registrant.
21. *Survival of Obligations.* The parties agree that clauses 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the expiry or termination of this Agreement.

THIS AGREEMENT IS EFFECTIVE AND BINDING as of the date of acceptance hereof by [Country Code Administrator] (i.e., the date of registration of the .[Insert] Domain name).

About the **Council of Country Code Administrators:**

<http://www.cocca.cx>

Taking the view that administrators of ccTLDs are trustees for the internet domain, CoCCA Members seek, through consensus, to develop approaches, policies and technologies which improve the utility, technical stability, and interoperability of member ccTLDs with the DNS.

CoCCA has been established as an inclusive forum for collaboration among those trustees of ccTLDs that support responsible administration of the DNS, accountability models, and industry self-regulation. CoCCA is a non-profit, member owned company.

ACCEPTABLE USE POLICY

This **Acceptable Use Policy** ("AUP") sets out the actions prohibited to users of the [Country Code Administrator] Network ("[Country Code Administrator] Network"). "Users" are defined as anyone who uses or accesses the .[Insert] domain registry, who has responsibility for one or more host records in the .[Insert] zone files generated from the .[Insert] registry, registrants of a .[Insert] country code Top Level ("ccTLD") Domain name (".[Insert] Domain name"), and/or users of hardware, name servers, bandwidth, telecommunications transport, zone files or e-mail routing services or of any other domain name resolution systems and services in the .[Insert] registry and zone.

This policy applies to all .[Insert] Domain names (which end in the two letter suffix .[Insert]), including second-level .[Insert] Domain names (such as <nic.[Insert]>) and sub second-level domains (such as <example.nic.[Insert]>) which resolve as a result of sub-delegation.

This AUP is in addition to rules governing qualifications for registration. Use of a .[Insert] Domain name or the [Country Code Administrator] Network in a manner that contravenes this AUP, may result in the suspension or revocation of a registrant's right to use a .[Insert] Domain name or to continue to be recognized as the registrant of a .[Insert] Domain name. Suspension or revocation may apply to one or more .[Insert] Domain names for which User is a registrant in addition to a particular .[Insert] Domain name which may have given rise to a particular complaint.

[Country Code Administrator] reserves the right to modify or update this AUP at any time and any such modifications or restatements shall be posted on [Country Code Administrator]'s website at {<http://>} from time to time. [Country Code Administrator] will use reasonable commercial efforts to inform designated contacts in the event of changes to this AUP. Such efforts may include posting the revised AUP on [Country Code Administrator]'s website and/or sending email notice that this AUP has been modified or updated.

INTRODUCTION

- [Country Code Administrator] supports the free flow of information and ideas over the Internet. Accordingly, [Country Code Administrator] does not actively screen or monitor, nor does it exercise editorial control over the content of any message or web site made accessible by domain name resolution services in the .[Insert] ccTLD.
- [Country Code Administrator] may discontinue, suspend, or modify the services provided to any .[Insert] Domain name (for example, through modification of .[Insert] zone files), to address alleged violations of this AUP (described further below). [Country Code Administrator] may determine in its sole discretion whether use of the [Country Code Administrator] network or a .[Insert] Domain name is prima facie violation of this AUP. [Country Code Administrator] or affected parties may utilize the CoCCA AUP CRS and/or the courts in the jurisdiction and venue specified in the Registration Agreement to resolve disputes over interpretation and implementation of this AUP, as described more fully in the CoCCA AUP CRS.
- Users of the [Country Code Administrator] Network are obliged and required to ensure that their use of a .[Insert] Domain name or the [Country Code Administrator] Network is at all times lawful and in accordance with the

ACCEPTABLE USE POLICY

requirements of this AUP and applicable laws and regulations of {Country}, the operation of the .[Insert] ccTLD falling within the jurisdiction and being governed by the laws of {Country}.

- This AUP should be read in conjunction with the [Country Code Administrator] [Registration Agreement](#), [Complaint Resolution Policy](#), [Privacy Policy](#), [Acceptable Use Policy](#), and other applicable agreements, policies, laws and regulations. By way of example, and without limitation, the Registration Agreement sets forth representations and warranties and other terms and conditions, breach of which may constitute non-compliance with this AUP.

PROHIBITED USE

A “Prohibited use” of the [Country Code Administrator] Network or a .[Insert] Domain name is a use which is expressly prohibited by provisions of this AUP. The non-exhaustive list of restrictions pertaining to use of the [Country Code Administrator] Network and .[Insert] Domain names in relation to various purposes and activities are as follows. Registration of one or more .[Insert] Domain names or access to services provided by [Country Code Administrator] may be cancelled or suspended for any breach of, or non-compliance with this AUP:

1. COMPLIANCE WITH LAW

1.1 The [Country Code Administrator] Network and .[Insert] Domain names must only be used for lawful purposes. The creation, transmission, distribution, storage of, or linking to any material in violation of applicable law or regulation is prohibited. This may include, but is not limited to, the following:

- (1) Communication, publication or distribution of material (including through links or framing) that infringes upon the intellectual and/or industrial property rights of another person. Intellectual and/or industrial property rights include, but are not limited to: copyrights (including future copyright), design rights, patents, patent applications, trade marks, rights of personality, and trade secret information.
- (2) Use of a .[Insert] Domain name in circumstances in which:
 - (a) The .[Insert] Domain name is identical or confusingly similar to a personal name, company, business or other legal or trading name as registered with the relevant {Country} agency, or a trade or service mark in which a third party complainant has uncontested rights, including without limitation in circumstances in which:
 - (i) The use deceives or confuses others in relation to goods or services for which a trade mark is registered in {Country}, or in respect of similar goods or closely related services, against the wishes of the registered proprietor of the trade mark; or
 - (ii) The use deceives or confuses others in relation to goods or services in respect of which an unregistered trade mark or

ACCEPTABLE USE POLICY

service mark has become distinctive of the goods or services of a third party complainant, and in which the third party complainant has established a sufficient reputation in {Country}, against the wishes of the third party complainant; or

- (iii) The use trades on or passes-off a .[Insert] Domain name or a website or other content or services accessed through resolution of a .[Insert] Domain as being the same as or endorsed, authorised, associated or affiliated with the established business, name or reputation of another; or
 - (iv) The use constitutes intentionally misleading or deceptive conduct in breach of CoCCA recommendations, or the laws of {Country}; or
- (b) The .[Insert] Domain name has been used in bad faith, including without limitation the following:
- (i) The User has used the .[Insert] Domain name primarily for the purpose of unlawfully disrupting the business or activities of another person; or
 - (ii) By using the .[Insert] Domain name, the User has intentionally created a likelihood of confusion with respect to the third party complainant's intellectual or industrial property rights and the source, sponsorship, affiliation, or endorsement of website(s), email, or other online locations or services or of a product or service available on or through resolution of a .[Insert] Domain name;
 - (iii) For the purpose of unlawfully selling, renting or otherwise transferring the Domain name to an entity or to a commercial competitor of an entity, for valuable consideration in excess of a User's documented out-of-pocket costs directly associated with acquiring the Domain Name;
 - (iv) As a blocking registration against a name or mark in which a third party has superior intellectual or industrial property rights.
- (3) A .[Insert] Domain name registration which is part of a pattern of registrations where the User has registered domain names which correspond to well known names or trade marks in which the User has no apparent rights, and the .[Insert] Domain name is part of that pattern;
- (4) The .[Insert] Domain name was registered arising out of a relationship between two parties, and it was mutually agreed, as evidenced in writing, that the Registrant would be an entity other than that currently in the register.

ACCEPTABLE USE POLICY

- (5) Unlawful communication, publication or distribution of registered and unregistered know-how, confidential information and trade secrets.
- (6) Communication, publication or distribution, either directly or by way of embedded links, of images or materials (including, but not limited to pornographic material and images or materials that a reasonable person as a member of the community of {Country} would consider to be obscene or indecent) where such communication, publication or distribution is prohibited by or constitutes an offence under the laws of {Country} or within the meaning of the CoCCA recommended policies, whether incorporated directly into or linked from a web site, email, posting to a news group, internet forum, instant messaging notice which makes use of domain name resolution services in the .[Insert] ccTLD.

Material that a reasonable member of the community of {Country} would consider pornographic, indecent, and/or obscene or which is otherwise prohibited includes, by way of example and without limitation, real or manipulated images depicting child pornography, bestiality, excessively violent or sexually violent material, sexual activity, and material containing detailed instructions regarding how to commit a crime, an act of violence, or how to prepare and/or use illegal drugs.
- (7) Communication, publication or distribution of defamatory material or material that constitutes racial vilification.
- (8) Communication, publication or distribution of material that constitutes an illegal threat or encourages conduct that may constitute a criminal offence.
- (9) Communication, publication or distribution of material that is in contempt of the orders of a court or another authoritative government actor within {Country}.
- (10) Use, communication, publication or distribution of software, technical information or other data that violates export control laws or CoCCA recommendations.
- (11) Use, communication, publication or distribution of confidential or personal information or data which violates any right of privacy including confidential or personal information about persons that is collected without their knowledge or consent.

2. ELECTRONIC MAIL

2.1 [Country Code Administrator] expressly prohibits Users of the [Country Code Administrator] Network from engaging in the following activities:

- (1) Communicating, transmitting or sending unsolicited bulk e-mail messages or other electronic communications ("junk mail" or "Spam") of any kind including, but not limited to, unsolicited commercial advertising, informational announcements, and political or religious tracts. Such messages or material may be sent only to those who have

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expressly requested it. If a recipient asks a User to stop sending such e-mails, then any further e-mail messages or other electronic communications would in such event constitute Spam and violate the provisions and requirements of this AUP.

- (2) Communicating, transmitting or sending any material by e-mail or otherwise that harasses, or has the effect of harassing, another person or that threatens or encourages bodily harm or destruction of property including, but not limited to, malicious e-mail and flooding a User, site, or server with very large or numerous pieces of e-mail or illegitimate service requests.
- (3) Communicating, transmitting, sending, creating, or forwarding fraudulent offers to sell or buy products, messages about "Make-Money Fast", "Pyramid" or "Ponzi" type schemes or similar schemes, and "chain letters" whether or not the recipient wishes to receive such messages.
- (4) Adding, removing, modifying or forging [Country Code Administrator] Network or other network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other identifying information ("Spoofing").

3. DISRUPTION OF [Country Code Administrator] NETWORK

3.1 No-one may use the [Country Code Administrator] Network or a .[Insert] Domain name for the purpose of:

- (1) Restricting or inhibiting any person in their use or enjoyment of the [Country Code Administrator] Network or a .[Insert] Domain name or any service or product of [Country Code Administrator].
- (2) Actually or purportedly reselling [Country Code Administrator] services and products without the prior written consent of [Country Code Administrator].
- (3) Transmitting any communications or activity which may involve deceptive marketing practices such as the fraudulent offering of products, items, or services to any other party.
- (4) Providing false or misleading information to [Country Code Administrator] or to any other party through the [Country Code Administrator] Network.
- (5) Facilitating or aiding the transmission of confidential information, private, or stolen data such as credit card information (without the owner's or cardholder's consent).

4. CONSUMER PROTECTION, FAIR TRADING

4.1 A User using a .[Insert] Domain to sell goods or services over the Internet must provide clear links with sufficient and accurate contact details on such website so that consumers have the ability to contact the seller of such goods or

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services, and so that customers and prospective customers are clearly advised of any territorial limitations on the offer, sale or provision of any goods or services offered, sold or provided, and of any applicable laws, jurisdiction or CoCCA recommendations. In the event that it is credibly alleged that a .[Insert] Domain name registrant has not followed such laws, [Country Code Administrator] will furnish the contact details for the registrant in accordance with the [Country Code Administrator] Privacy Policy.

5. NETWORK INTEGRITY AND SECURITY

5.1 Users are prohibited from circumventing or attempting to circumvent the security of any host, network or accounts ("cracking" or "hacking") on, related to, or accessed through the [Country Code Administrator] Network. This includes, but is not limited to:

- (1) accessing data not intended for such user;
- (2) logging into a server or account which such user is not expressly authorised to access;
- (3) falsifying a username or password;
- (4) probing the security of other networks;
- (5) executing any form of network monitoring which will intercept data not intended for such user.

5.2 Users are prohibited from effecting any network security breach or disruption of any Internet communications including, but not limited to:

- (1) accessing data of which such User is not an intended recipient; or
- (2) logging onto a server or account which such User is not expressly authorised to access.

For the purposes of this section 5.2, "disruption" includes, but is not limited to:

- port scans, ping floods, packet spoofing;
- forged routing information;
- deliberate attempts to overload a service, and attempts to "crash" host;
- using the [Country Code Administrator] Network in connection with the use of any program, script, command, or sending of messages to interfere with another user's terminal session by any means, locally or by the Internet.

5.3 Users who compromise or disrupt [Country Code Administrator] Network systems or security may incur criminal or civil liability. [Country Code Administrator] will investigate any such incidents and will cooperate with law enforcement agencies if a crime is suspected to have taken place.

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NON-EXCLUSIVE, NON-EXHAUSTIVE

This AUP is intended to provide guidance as to what constitutes acceptable use of the [Country Code Administrator] Network and of .[Insert] Domain names. However, the AUP is neither exhaustive nor exclusive.

COMPLAINTS

Persons who wish to notify [Country Code Administrator] of abusive conduct in violation of this AUP may report the same pursuant to the [Country Code Administrator] Acceptable Use Policy Enforcement Procedure, which is instituted by submitting to [Country Code Administrator] a completed [Country Code Administrator] Acceptable Use Policy Violation Complaint Form.

ENFORCEMENT

[Country Code Administrator] may, in its sole discretion, suspend or terminate a User's service for violation of any of the requirements or provisions of the AUP on receipt of a complaint if [Country Code Administrator] believes suspension or termination is necessary to comply with the law, protect the public interest, prevent unlawful activity or protect the health, safety, or privacy of an individual.

If immediate action is not required, [Country Code Administrator] will work with Registrants and a complainant to remedy violations in accordance with the provisions detailed in the AUP Complaint Resolution Service and Policy to ensure compliance with this AUP violation prior to suspension or terminating service.

LIMITATION OF LIABILITY

In no event shall [Country Code Administrator] be liable to any User of the [Country Code Administrator] Network, any customer, nor any third party for any direct, indirect, special or consequential damages for actions taken pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if [Country Code Administrator] was advised of the possibility of such damages. [Country Code Administrator]'s liability for any breach of a condition or warranty implied by the Registration Agreement or this AUP shall be limited to the maximum extent possible to one of the following (as [Country Code Administrator] may determine):

- (i) supplying the services again; or
- (ii) paying the cost of having the services supplied again.

REMOVAL OF CONTENT RESPONSIBILITY

At its sole discretion, [Country Code Administrator] reserves the right to:

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- (i) Remove or alter content, zone file data or other material from its servers provided by any person that violates the provisions or requirements of this AUP; or
- (ii) terminate access to the [Country Code Administrator] Network by any person that [Country Code Administrator] determines has violated the provisions or requirements of this AUP.

In any regard, [Country Code Administrator] is not responsible for the content or message of any newsgroup posting, e-mail message, or web site regardless of whether access to such content or message was facilitated by the [Country Code Administrator] Network. [Country Code Administrator] does not have any duty to take any action with respect to such content or message by creating this AUP, and Users of the [Country Code Administrator] Network are obliged and required to ensure that their use of a .[Insert] Domain name or the [Country Code Administrator] Network is at all times in accordance with the requirements of this AUP and any applicable laws and/or regulations.
