Registry-Registrar agreement

Parties

This Registry-Registrar Agreement (hereinafter: the "Agreement") has been entered into by and between:

1. **DNS Belgium vzw** *(name),*

    a **not-for-profit** *(company type)* company

    duly incorporated and validly existing under the laws of **Belgium** *(country),*

    with its principal place of business at *(address),*
    Engels Plein 35, box 01.01, 3000 Leuven

    hereby duly represented by **Philip Du Bois** *(name)*

    in his capacity of **General Manager** of the company;

hereinafter referred to as "**Registry**" or "**Registry Operator**";
and

2. *(name),*

    a *(company type)* company

    duly incorporated and validly existing under the laws of *(country),*

    with its principal place of business at *(address),*

    hereby duly represented by *(name)*

    in its capacity of of the company;

hereinafter referred to as "**Registrar**";

hereinafter jointly referred to as "**Parties**" or, individually, as "**Party**".

Considerations

WHEREAS, the Registry has entered into an agreement with ICANN in order to become the registry operator of the generic top-level domains (gTLDs) .brussels and .vlaanderen;

WHEREAS, in accordance with ICANN Policies (as defined hereinafter), domain name registrations in both aforementioned gTLDs can only be made through companies or organisations that have executed ICANN's 2013 version of the Registrar Accreditation Agreement, including updates thereof and/or modifications or amendments thereto;

WHEREAS, the Registrar has entered into such Registrar Accreditation Agreement and would like to provide Domain Name Registration Services (as defined hereinafter) to its customers – including, as the case may be, through its reseller network –for and within one or both aforementioned gTLDs as listed in Annex 1 to this Agreement;

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

Agreement

Article 1.   Definitions

In this Agreement, the following capitalized terms are defined as follows:

Agreement	means this Registry-Registrar Agreement
Customer	means any party requesting the Registrar to render Domain Name Registration Services in a TLD
Deposit Amount	means the funds the Registrar must have on deposit with the Registry Operator as a guarantee for the rendering of Domain Name Registration Services in one or more TLDs
Domain Name	means a name at the second level in a TLD
Domain Name Registration	means a Domain Name of which the Registry has stored and maintains data in the Shared Registry System
Domain Name Registration Services	means the services described in Article 2.2 of this Agreement
Effective Date	means the date upon which the Agreement is (digitally) signed by Registrar and Registry Operator
Registration Fee	means the applicable fee charged by the Registry Operator to the Accredited Registrar for a particular transaction regarding a Domain Name
Registrant	means the person or entity in whose name a Domain Name is registered

Registry Agreement	means the agreement entered into by and between the Registry Operator and ICANN in relation to the management of a particular TLD
Registry Website	means the web pages available under https://www.dnsbelgium.be, including any websites created by the Registry Operator relating to a particular TLD
Shared Registry System	means the system operated by or on behalf of the Registry Operator that allows Accredited Registrars to apply for, register, renew and maintain Domain Names
TLD	means a top-level domain referred to in Annex 1 to this Agreement, managed by the Registry Operator in accordance with the applicable TLD Policies
TLD Policies	means the applicable terms and conditions for the registration of a Domain Name in a particular TLD, including the annexes and any and all interpretative guidelines published by the Registry Operator in relation thereto, as may be amended from time to time
Trademarks	means the trademarks referred to in the TLD Policies attached hereto
UDRP	means the Uniform Dispute Resolution Policy, as adopted by ICANN and as described on http://www.icann.org/dndr/udrp/policy.htm
URS	means the Uniform Rapid Suspension system, referred to in Specification 7 of the Registry Agreement and as described on https://newgtlds.icann.org/en/applicants/urs
WHOIS Service	means the service, made available by the Registry Operator, by which certain information relating to active Domain Names registered in a particular TLD can be consulted

Article 2.   Object of this Agreement

2.1.   Registry Operator grants to Registrar, who accepts:

- the non-exclusive right to render the Domain Name Registration Services to its Customers in accordance with the applicable TLD Policies; and

- for such purposes: the right to have access to and have a limited right to use the Shared Registry System and the WHOIS Service in the rendering of Domain Name Registration Services; and
- the right to use related services that may be made available from time to time by the Registry Operator;

all of this under the terms and conditions set out below.

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2.2. **The Domain Name Registration Services that shall be offered by the Registrar hereunder, as the case may be in each of the respective TLDs, shall comprise the following:**

- the submission of requests with the Registry Operator for the registration of a Domain Name in a particular TLD operated by the Registry Operator;

- the management, renewal, cancellation, and transfer of registered Domain Names for their Customers;

- and any other transactions or services that may be made available from time to time by Registry Operator;

all as further detailed in this Agreement and the respective TLD Policies.

Article 3.   Accreditation

3.1.   As from the execution of this Agreement and following the receipt by the Registry Operator of the Deposit Amount, the Registrar may refer to itself as an "Accredited Registrar" of the Registry Operator in connection with the offering and rendering of the Domain Name Registration Services for the TLD(s) referred to in Annex 1 to this Agreement.

Registry Operator may waive the requirement of making the Deposit Amount available to Registry Operator as far as and to the extent Registrar has entered into a "Registry-Registrar Agreement" for the .be TLD with Registry Operator and by way of which Registrar is already under a similar obligation.

Parties expressly agree and accept that this Agreement does not imply, modify, change or replace any terms of any agreement they may have already entered into in relation to the .be country-code top-level domain. Parties therefore expressly agree that the terms of this Agreement do not constitute or define any relationship between them in relation to the .be country-code top-level domain.

3.2.   At some point after the execution of this Agreement, the Registrar shall be provided with the opportunity to perform a number of technical tests, details whereof shall be provided to the Registrar at least five (5) days before such tests take place.

3.3.   The Registrar acknowledges and accepts that the accreditation obtained hereunder shall at all times be non-exclusive, and that the Registry Operator shall be entitled to accredit other individuals, organisations or companies for the offering and rendering of Domain Name Registration Services and related services.

3.4.   As from the date on which Registrar receives its accreditation and for the Term of this Agreement, Registry Operator shall be entitled to refer to Registrar as being one of its accredited registrars, and publish Registrar's contact details and website URL on the Registry Website and display such information in accordance with the classification made available thereunder, unless requested otherwise by Registrar.

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Article 4.   General Rights and Obligations of the Registry Operator

4.1.   The Registry Operator shall be responsible for the organisation, administration and management of the TLDs. It shall perform these tasks in accordance with this Agreement and the applicable TLD Policies.

4.2.   The Registry Operator shall render in particular the following services:

4.2.1.   receive data from Registrar concerning Domain Name Registrations and name servers through the Shared Registry System;

4.2.2.   maintain, in accordance with the TLD Policies, the registration of Domain Names registered by Registrar in the Shared Registry System during the term for which the relevant fees have been paid to the Registry Operator;

4.2.3.   operate the TLD zone servers and provide status information to Registrar in relation thereto;

4.2.4.   disseminate zone files and TLD zone file data of the TLD(s); and

4.2.5.   disseminate contact and other information concerning Domain Name registrations in the TLD(s).

4.3.   The Registry Operator shall accept requests for the registration of Domain Names made by Registrar on a "first-come first-served" basis in response to electronic requests submitted with the Registry Operator via the Shared Registry System, unless as defined and described otherwise in the TLD Policies for a particular TLD.

More in particular, Registry Operator shall not accept requests for the registration of a Domain Name that are excluded under the TLD Policies, and in particular Domain Names that are contained on the list of Registry Reserved Names (as defined in the respective TLD Policies).

4.4.   The Registry Operator shall make available on the Registry Website, and in particular the section reserved for accredited registrars, any applicable fees charged by the Registry Operator to the Registrar for the registration, renewal, restore and/or other transactions relating to Domain Names, including fees payable in the context of rights protection mechanisms organised for and within each of the TLDs. A list of current fees for the basic transactions is attached under Annex 2.

4.5.   The Registry Operator shall provide the Registrar throughout the term of this Agreement reasonable telephone and e-mail support for dealing with engineering and operational issues encountered by the Registrar when using the Shared Registry System, and the WHOIS Service. Such support shall be available between the hours of 9:00 to 12:00 and 14:00 to 17:00 CET (or CEST when applicable) on business days in Belgium at the telephone numbers and e-mail addresses communicated from time to time by the Registry Operator to the Registrar. The Registry Operator shall not be obliged to render any support to Registrar's Customers or prospective customers.

Article 5.   Specific Rights and Obligations in the context of the Rights Protection Mechanisms (RPM's) in the respective TLDs

5.1.   The Registry Operator is entitled to put in place processes and procedures in order to avoid infringements of intellectual property rights in the TLDs. In the context of these rights protection mechanisms, the Registry Operator shall render the following services:

5.1.1.   receive data from Registrar concerning applications for Domain Names through the Shared Registry System; and

5.1.2.   store, in accordance with the relevant TLD Policies, these applications for Domain Names submitted by Registrar in the Shared Registry System.

Any data, communications and information received from the Registrar in the context of these rights protection mechanisms may be used by the Registry Operator in the context of these processes, and exchanged with third parties engaged by the Registry Operator in order to assist in and manage these processes as the Registry Operator deems appropriate.

5.2.   In order to ensure a stable registry operation, the Registry Operator shall be entitled to amend and/or adjust any of the TLD Policies and processes as necessary prior to the commencement of and during the operation of the relevant rights protection mechanisms put in place by the Registry Operator.

5.3.   The Registrar will support its Customers in the context of the rights protection mechanisms put in place by the Registry Operator, as described in detail in the TLD Policies.

5.4   Registry Operator has implemented and adheres to the rights protection mechanisms ("RPMs") specified in Specification 7 of the Registry Agreement.

More specifically, reference is made to the mandatory RPM's set forth in the Trademark Clearinghouse as posted at https://www.icann.org/resources/pages/tmch-requirements-2014-01-09-en (the Trademark Clearinghouse Requirements), which may be revised in immaterial respects by ICANN from time to time.

Registry Operator shall not mandate that any owner of applicable intellectual property rights use any other trademark information aggregation, notification or validation service in addition to or instead of the ICANN-designated Trademark Clearinghouse.

5.5   In accordance with Section 4 of the URS High Level Technical Requirements for Registries and Registrars, located at: https://newgtlds.icann.org/en/applicants/urs/tech-requirements-17oct13-en.pdf, the following provisions must be implemented adhered to by the Registrar:

Registrar MUST accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed.

Registrar MUST NOT renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period of the TLD).

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Article 6. General Rights and Obligations of the Registrar

6.1. Throughout the Term of this Agreement, the Registrar shall:

6.1.1. use its best effort to publicise and market the TLD(s) and to take into account the marketing guidelines that may be provided by Registry Operator from time to time;

6.1.2. be solely responsible for providing Customer support; to this end, Registrar shall employ and make available sufficient staff resources that have received sufficient training and experience in order to (i) interface with automated and manual elements of the respective TLD registration processes, (ii) respond to and resolve technical problems, and (iii) provide customer support, including (but not limited to) Domain Name record support, technical and billing support, and rendering the Domain Name Registration Services;

6.1.3. publish on its website the most current and applicable versions of the TLD Policies, the prices charged by the Registrar to its Customers for registering Domain Names, as well as renewing, transferring, and restoring Domain Names;

6.1.4. inform its Registrant(s) of all information the Registrar has received from Registry Operator that influences or may influence its or their contractual relationship with Registry Operator, and more in particular of a possible suspension or cancellation of (a) registered Domain Name(s).

6.2. When registering or renewing a Domain Name, Registrar must guarantee that its Customer:

6.2.1 has accepted the TLD Policies prior to the submission of a request to register a Domain Name with the Registry Operator, and Registrar shall maintain at any time during the term of this Agreement a Registration Agreement, in hardcopy or electronic form, with any Domain Name Applicant or Registrant whose application(s) for the registration of a Domain Name, request(s) for the registration of a Domain Name and/or registered Domain Names have been received, processed and/or registered by the Registrar;

6.2.2 submit and keep available to the Registry Operator accurate and up-to-date information as referred to in the respective TLD Policies;

6.2.3 has represented and warranted that the Domain Name applied for or the actual Domain Name Registration has been made and will continue to be in good faith, for a lawful purpose and that such Domain Name does not infringe the rights of any third party;

6.2.4 shall participate in good faith in any proceedings described in the applicable TLD Policies and commenced by or against a Registrant or third party;

6.2.5 is not using the Domain Name for defamatory purposes, contrary to public order or morality or unlawful under applicable laws and regulations.

6.3. Registrar shall require each Registrant to:

6.3.1 acknowledge and accept that the Registry Operator may make use of such Registrant's Personal Data, which use includes the processing, copying, publishing, modifying and making available through the WHOIS Service, of any such data, and authorise its subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy

legislation, all this for the sole purposes of allowing the Registrar to render the Domain Name Registration Services hereunder in accordance with ICANN's policies;

6.3.2   adhere to (i) the rights protection mechanisms, procedures and processes set out in the respective TLD Policies and (ii) Domain Name Dispute resolution proceedings under the URS and the UDRP concerning registered Domain Names, where applicable;

6.3.3   update or correct any information (name, address, telephone number, …) held with the Registry Operator during the registration term of a Domain Name Registration. More in particular, Registrant must maintain throughout the registration term of a Domain Name Registration a working e-mail address linked with the Domain Name;

6.3.4   accept that the Registry Operator shall be entitled to reject a request for Domain Name Registration or suspend, revoke, or delete a Domain Name Registration, at the discretion of the Registry Operator:

- if and when the Domain Name Registration does not hold complete and accurate information as described in the respective TLD Policies, or is not in compliance with any other provision of such TLD Policies; or

- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of one or more TLDs; or

- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry Operator may hereafter retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; or

- to avoid any liability on behalf of the Registry Operator, including their respective affiliates, directors, officers, employees, subcontractors and/or agents.

6.4.   Registrar represents and warrants that:

6.4.1.   it has the technical competences required to successfully execute the different types of commands on the Shared Registry System;

6.4.2.   the Customer in whose name an application for the registration of a Domain Name is filed, has accepted the TLD Policies prior to the submission of an application and/or the request for the registration of a Domain Name with the Registry Operator;

6.4.3.   the terms and conditions of its Registration Agreement (including any update thereof and/or amendments made thereto) shall be consistent with and not contrary to any provision contained in the TLD Policies and/or this Agreement;

6.4.4.   its Registration Agreement shall contain the obligation in the name of its Customer to indemnify, defend and hold harmless the Registry Operator, including its directors, officers, employees, subcontractors and agents, to the maximum extent required by law, from and against any claims, damages, liabilities, costs and expenses arising out of or relating to any application and/or request for the registration of a Domain Name made hereunder, the registration of a Domain Name and/or the use of a Domain Name. Such obligation to indemnify, defend and hold harmless the Registry Operator shall survive the termination of this Agreement.

6.5.   Registrar agrees that transfers of Domain Names from and to a Customer shall be effectuated in accordance with the guidelines issued by the Registry Operator from time to time.

6.6   Registrar guarantees to include in its Registration Agreements with Customers who wish to register a Domain Name in the TLD(s) referred to in Annex 1 of this Agreement, a provision prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the Domain Name.

Article 7.   Specific Rights and Obligations of the Registrar

7.1.   Registrar shall be entitled to apply for or register one or more Domain Names in its own name, on its own behalf and for its own use. Any Domain Name so registered by the Registrar can only be transferred to a third party as part of a general transfer of assets of Registrar's business, and cannot be registered by or on behalf of Registrar for warehousing, stockpiling, or – in general – reselling purposes to Customers or third parties.

7.2.   When rendering the Domain Name Registration Services and registering a Domain Name for its own use, Registrar shall act in good faith, in accordance with fair commercial and business practices. Registrar shall not engage in or knowingly or willingly participate to, directly or indirectly, for its own account or for the account of one or more Customers, practices that can be considered domain name warehousing. For the avoidance of doubt, Parties agree that *inter alia* the following practices shall be considered warehousing for the purposes of this Agreement: applying for and/or registering Domain Names in the name of the Registrar and/or assist its Customers in applying for and/or registering Domain Names solely for the purpose of selling, trading, leasing, renting or otherwise allow a third party to use such Domain Name for compensation, including making unsolicited offers for selling, trading, leasing, renting, or otherwise transferring such Domain Name for compensation.

Any non-compliance with this article shall be considered a material breach of this Agreement, and the Registry Operator shall be entitled to withdraw the registration of any Domain Name it believes to be registered for warehousing purposes, without the Registrar (including, as the case may be, its Customers) being entitled to any compensation or damages incurred as a result thereof.

7.3. Registrar shall not overload Registry Operator's technical platform and network or hinder Registry Operator from providing its services (for example by denial of service attacks). Registrar may do nothing that could threaten the stability of the technical platform.

Registrar commits himself not to take any unlawful advantage of the "bugs and vulnerabilities" in Registry Operator's technical systems that come to the Registrar's notice neither to abuse them in any way. Registrar also agrees to report defaults such as mentioned above immediately to Registry Operator. Under no circumstances will he make these acquaintances public or disclose them to third parties.

Registrar shall apprise Registry Operator of serious incidents relating to cybersecurity and/or privacy that occur in his organisation. Registry Operator shall treat this information with the utmost care and shall use it only to comply with legal (reporting) requirements.

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Article 8.   Shared Registry System

8.1.   The Registry Operator hereby grants Registrar a personal, non-transferable, non-sub-licensable and non-exclusive right to use the Shared Registry System, and the WHOIS Service for rendering the Domain Name Registration Services and related services to its Customers.

8.2.   Registrar shall connect to the Shared Registry System using (i) the IP addresses notified by the Registrar to the Registry Operator from time to time, and (ii) the SSL certificate authentication methods (handshake) notified by the Registry Operator to the Registrar from time to time. Parties shall exclusively use the EPP protocol for any transactions to do with the domain name registration life cycle for each particular TLD, whether directly through an EPP interface or indirectly through a web based Registrar panel.

8.3.   The Registry Operator shall have the right to temporarily suspend or restrict the Registrar's access to the Shared Registry System, in whole or in part, with or without prior notice to the Registrar, in case such suspension is necessary in order to ensure and/or improve the stability of the Shared Registry System and/or the operation or functioning of the TLD(s), without the Registrar being entitled to any damages as a result thereof.

8.4.   Technical details regarding the operation of the Shared Registry System and the WHOIS Service will be made available on the Registry Website and will contain sufficient technical and operational specifications and requirements to enable Registrar to connect to the Shared Registry System. The Registry Operator shall provide the Registrar with updates thereof as soon as they become available.

Article 9.   Trademark License

9.1.   Following receipt of the Deposit Amount, the Registry Operator grants to the Registrar a revocable, royalty-free, non-exclusive, non-sub-licensable right to use the Trademarks relating to each of the TLDs in which the Registrar shall render Domain Name Registration Services, to be used by the Registrar solely in connection therewith. Any such use must be in conformity with the Registry Operator's marketing guidelines, which may be made available and amended by the Registry Operator from time to time.

Registrar shall immediately cease the use of the Trademarks (including any other identical or confusingly similar sign) upon (i) termination of this Agreement, or (ii) following receipt of a notification by the Registry Operator in accordance with Article 17.8 hereof.

9.2.   Unless requested otherwise in accordance Article 3.4 hereof, Registrar hereby authorises the Registry Operator to publish Registrar's name, trademarks, logos and contact information on the Registry Web Site.

Article 10.   Confidentiality

10.1.   Each Party undertakes and agrees to keep secret and confidential all Confidential Information received from the other Party and not reveal such Confidential Information to any person except such responsible employees, contractors, sub-contractors and agents of such Party as may be necessary for the purposes of the rendering of the Services. Each Party must ensure that its employees, contractors and agents comply with the confidentiality obligations contained in this Article and acknowledges that it is fully liable for any breach by its employees, contractors or agents of the obligations contained in this Article.

10.2.   Each Party ensures that it shall treat the Confidential Information of the other Party in the same manner and with the same degree of care as it treats its own confidential information of a similar character.

10.3.   Each Party shall immediately notify the other Party upon learning of any unauthorised use or disclosure of any Confidential Information of the other Party. In particular, Registrar shall immediately notify Registry Operator if and when Registrar's systems have been compromised by way of an unauthorized access and/or use thereof.

10.4.   The obligations defined in this Article shall not apply if disclosure is required by law or by a legally binding order of any court or government body or authority (but only to the extent of such Confidential Information which is required to be disclosed by such law or order).

10.5.   Registrar acknowledges that the information he receives from Registry Operator to authenticate his access to the Shared Registry System or Registry Website has to be kept confidential at all times and must not be passed on to any third party.

10.6.   Information shall not be considered Confidential Information to the extent that such information: (i) is or becomes part of the public domain, generally known or available to the public other than as a result of an unauthorised disclosure by the Party having received this Confidential Information from the other Party; (ii) is Confidential Information which the receiving Party was legally entitled to know (as shown by appropriate records) prior to the date of disclosure by the Party disclosing Confidential Information; (iii) is lawfully obtained from a third party who is legally entitled to possess and provide the information to the Party having received this Confidential Information; or (iv) is shown through documentation to have been independently developed by one Party without reference to any Confidential Information of the other.

Article 11.   Intellectual Property

11.1.   Registrar expressly acknowledges and accepts that Registry Operator and its licensors hold any and all Intellectual Property Rights regarding the Shared Registry System, the WHOIS Service and any and all data contained therein.

11.2.   Registry Operator grants to Registrar a limited, non-exclusive license to use the Shared Registry System in the rendering of Domain Name Registration Services.

Article 12.   Limitation of Liability, Disclaimer, Indemnification

12.1.   To the extent allowed under mandatory law, the Registry Operator shall only be liable where the Registry Operator's gross negligence or wilful misconduct is proven. In no event shall the Registry Operator be held liable for any special, indirect, consequential, punitive, exemplary or incidental damages or loss of profits or business interruption, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to registration or use of a Domain Name or to the use of the Shared Registry System or Registry Website, even if it has been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry Operator to register or not to register a Domain Name on the basis of the applicable rights protection mechanisms and processes.

To the extent allowed under mandatory law, the Registry Operator's liability for damages shall in any case be limited to the fees charged by the Registry Operator to the Registrar in relation to the Domain Name transaction concerned.

12.2.   REGISTRAR EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT THE SHARED REGISTRY SYSTEM, AND ANY AND ALL OTHER MATERIALS AND SOFTWARE PROVIDED BY OR ON BEHALF OF THE REGISTRY OPERATOR (INCLUDING DOCUMENTATION AND MANUALS) ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT ANY WARRANTY OF ANY KIND. THE REGISTRY OPERATOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REGISTRY OPERATOR DOES NOT WARRANT THAT ANY SOFTWARE PROVIDED TO REGISTRAR HEREUNDER WILL (i) CONTAIN ANY AND ALL FUNCTIONS THAT WILL MEET THE REGISTRAR'S REQUIREMENTS, (ii) INTERFACE WITH THE REGISTAR'S EXISTING OR FUTURE SYSTEMS, (iii) ALLOW THE REGISTRAR TO ACHIEVE THE ENVISAGED RESULTS OR EFFECTS, OR (iv) OPERATE ERROR-FREE OR UNINTERRUPTED, AND THAT ANY SUCH ERRORS WILL BE CORRECTED OR INTERRUPTIONS REPAIRED.

12.3.   Registrar shall indemnify and hold harmless the Registry Operator, its directors, officers, employees, agents and officials from and against any and all losses, liabilities, damages and expenses (including reasonable attorney's fees and expenses as incurred) which it or any of them may incur or be obligated to pay in any action, claim or proceeding against them or any of them, for or by reason of acts, whether of omission or commission, that may be committed or suffered by Registrar or any of its directors, officers, employees, agents and officials in connection with Registrar's performance of this Agreement. The provisions of this Article and Registrar's obligations hereunder shall survive any termination or rescission of this Agreement.

12.4.   For the purposes of this Article, the term "Registry Operator" also refers to its subcontractors and agents, and each of their respective directors, agents and employees.

Article 13.   Insurance

13.1.   Registrar shall procure and maintain throughout the term of this Agreement in full force and effect, at its own expense and without limiting its liabilities under this Agreement, a comprehensive contractual and professional liability insurance in relation to its responsibilities in this Agreement with a reputable insurance company with good standing and rating.

13.2   Registrar shall provide the Registry Operator with a certificate from the applicable insurance company certifying the above upon execution of this Agreement, and at any point in time upon Registry Operator's reasonable request.

Article 14.   Fees

14.1.   Registrar shall make an advance payment to the Registry Operator of EUR 5,000 (five thousand euro) ("the Deposit Amount"), excluding bank and/or transfer fees, as a condition precedent for the entry into force of this Agreement and as a guarantee for the fees incurred by Registrar by making transactions in the Shared Registry System. As stated in Article 3.1 hereof, Registrar may request Registry Operator to waive this requirement in so far and to the extent Registrar already holds funds on deposit with Registry Operator in relation to the .be TLD managed by the Registry Operator. No interest will accrue for the benefit of the Registrar on payment of the Deposit Amount.

14.2.   As the case may be, the Registry Operator shall be entitled to charge Registrar to "Variable Registry-Level Fees" due by the Registrar to ICANN or a party appointed by ICANN, as set out in the Registry Agreement.

14.3.   Registry Operator will issue invoices for all fees due by Registrar to the Registry Operator on a monthly basis for services rendered by the Registry Operator during the preceding month. All fees due are payable within 30 days of the issue date of the Registry Operator's invoice. Registry Operator will have the right to block access to the Shared Registry System or suspend the account of the Registrar in case of failure of payment of any outstanding invoices.

14.4   Any amount that is thirty (30) days or more overdue will accrue interest at a rate of one (1) percent per month.

14.5.   The Registry Operator reserves the right to modify any of the fees mentioned in this Agreement in accordance with the Registry Agreement. Fee modifications will only become effective after 30 (thirty) days' written notice (or any other applicable notice period mentioned in the Registry Agreement) by e-mail of such modification to the Registrar. Any such revisions or modifications will also be published on the Registry Website, and in particular the section thereof that is reserved for accredited registrars.

14.6.   Unless provided for otherwise in the TLD Policies, the Registrar and/or its Customers shall not be entitled to any refund of fees due to the Registry Operator in respect of a Domain Name Registration Service rendered by the Registrar and/or services rendered by the Registry Operator in the context of this Agreement.

14.7.   The fee amounts for the basic Domain Name Registration Services are listed under Annex 2 of this Agreement.

Article 15.   Term and Termination

15.1.   This Agreement shall enter into force on the Effective Date (but not earlier than 1 October 2017) and shall, unless earlier terminated in accordance with the provisions of this Agreement, expire on the last day of the calendar month which is twelve (12) months after the Effective Date. The Term of this Agreement shall be automatically renewed for additional one year periods unless either Party provides to the other a termination notice in writing at least thirty (30) days prior to the expiry of the initial or renewed Term.

15.2.   The Registry Operator shall be entitled to terminate this Agreement at any time, without the intervention of a Court being required and without the Registrar being entitled to any damages or compensation, by giving the Registrar a thirty (30) days' written notice, upon occurrence of one of the following events:

15.2.1. the expiry without renewal or termination, for whatever reason, of the Registrar Accreditation Agreement;

15.2.2. in case of a material breach of this Agreement by the Registrar that has not been cured within the above notice period or, alternatively, before the date mentioned in such notice. Shall more in particular be considered a material breach: Registrar's unsubstantiated refusal to assist a third party registrar and/or the Registry Operator in relation to a transfer of a Domain Name; warehousing of Domain Names (i.e. directly or indirectly registering and/or holding multiple Domain Names in the Registrar's own name and/or for the Registrar's own account, in view of selling, offering for sale, or otherwise subtract commercial gain from such Domain Names); being involved in, directly or indirectly assisting a third party and/or inciting a third party in cybersquatting, malicious conduct, phishing, abusive behavior in relation to domain names in any of the TLDs managed by the Registry Operator; refusal of acting accordingly the Technical Guidelines as published on the Registry Website; non-payment of any amounts due to the Registry Operator for a consecutive period of more than two (2) months.

15.3 The Registry Operator shall be entitled to terminate this Agreement with immediate effect in the event it receives a notice from ICANN that the Registrar's accreditation agreement has been terminated.

15.4   The Registrar shall be entitled to terminate this Agreement at any time, without the intervention of a Court being required and without the Registrar being entitled to any damages or compensation, by giving the Registry Operator a thirty (30) days' written notice, upon occurrence of the event that Registry Operator loses its appointment as Registry Operator for the TLD(s) in which the Registrar shall render Domain Name Registration Services.

15.5.   Any Party shall be entitled to terminate this Agreement with immediate effect in the event the other Party files a petition for insolvency, bankruptcy, dissolution, composition, concordance,

reorganisation or winding-up, is declared insolvent or bankrupt, is dissolved, proposes to assign, assigns or is ordered to assign all or part of its property for the benefit of creditors or otherwise, or in case such Party seeks the appointment of a trustee in bankruptcy, receiver or liquidator of all or part of such Party's business or assets has been appointed.

15.6.   **Effect of termination**. Upon termination of this Agreement:

15.6.1. the Registry Operator shall be authorised to take any action it deems appropriate in order to maintain the stability of each of the TLDs and the interests of Registrants for whom the Registrar renders Domain Name Registration Services at the time of termination of this Agreement;

15.6.2. Registrar shall cease (i) all use of the Shared Registry Systems, including the Registry Operator's Trademarks, and (ii) to present itself as "accredited registrar" of the Registry Operator;

15.6.3. Registrar shall assist with the transfer of the Domain Names registered in the TLD(s) referred to in Annex 1 to one or more other registrar(s) in accordance with the instructions provided by ICANN or the Registry Operator;

15.6.4. Registrar will still be liable for payment for all registrations, renewals, and/or transfers of Domain Names registered under his account pending the transfer to one or more other registrars as mentioned in paragraph 15.6.3;

15.6.5. Registrar shall be entitled to request the reimbursement of any possible residual part of the Deposit Amount upon completion of the transactions mentioned in the above paragraphs 15.6.3 and 15.6.4, notwithstanding the Registry Operator's rights under this Agreement and, in the event this Agreement is terminated as a result of a material breach of the Registrar, to withhold any sums for unpaid invoices or damages actually incurred by the Registry Operator as a direct or indirect result therefrom;

15.6.6. any Party shall return to the other Party any Confidential Information disclosed in the framework of this Agreement.

15.7.   **Survival**. The following provisions shall survive the termination of this Agreement: Articles 1, 10, 12, and 18.

Article 16.   Resellers

16.1.   Under this Agreement, the Registrar may work with resellers. A reseller is any person or company which, be it on a contractual basis or not, has the possibility to apply for, register or renew Domain Names through Registrar's access to the Shared Registry System and which manages Domain Names for Registrants. A reseller is not a person or company which only registers, renews and manages his own Domain Names through Registrar's panel.

16.2.   However, Registrar is solely liable for observance of the provisions of this Agreement. Possible infringements of the present Agreement due to the behaviour of the resellers with which the

Registrar works, shall be considered as infringements of the registrar. Any Registrar who works with resellers must therefore take the necessary actions to ensure the contractual obligations arising from this Agreement have legal effects vis-a-vis the resellers with which he works.

Article 17. Miscellaneous

17.1. **Headings.** The headings of the articles and paragraphs of this Agreement are for convenience only and in no way limit or affect the terms and conditions of this Agreement.

17.2. **Entire Agreement between Parties**. This Agreement sets forth and constitutes the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, promises, proposals or undertakings, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed to create any obligation by either Party to any non-party to this Agreement, including any Customer and/or Registrant.

17.3. **Amendments**. Unless expressly provided for otherwise herein, this Agreement or any provision hereof may not be released, discharged, amended, modified or supplemented in any manner except by an instrument in writing, making specific reference to this Agreement, and signed duly by authorised representatives of both Parties.

17.4. **Assignment.** Unless expressly provided for otherwise herein, neither Party may assign any right or obligation hereunder without the written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

17.5. **Severability**. If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect.

17.6. **Waiver**. No waiver of any right under this Agreement shall be deemed effective unless contained in writing and signed by the Party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Agreement. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

17.7. **Relationship of the Parties.** Parties are independent contractors under this Agreement, and nothing in this Agreement creates a partnership, joint venture, employee, or agency relationship between the Parties for any purpose. Neither Party has any express or implied authorisation to incur, or attempt to incur, on the other Party any obligation, or to bind or commit, or attempt to bind or commit, in any other manner the other Party for any purpose. Registrar will be and remain fully responsible for its products, services, and all other arrangements with its Customers, including providing warranties, maintenance and support. In no way will a Party be liable to the other Party, its directors, employees, agents or third parties for any losses, injuries, damages or the like occasioned by the latter Party's own activities in connection with this Agreement, except as expressly provided herein.

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17.8.   **Notices.** All notices to be given under this Agreement shall be given in writing at the address of the appropriate Party as set forth below, unless that Party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or e-mail server.

For notices to be sent to the Registry Operator, they must be addressed to:

DNS Belgium vzw	*(name)*
For the attention of: *Philip Du Bois*	
Engels Plein 35, box 01.01	*(address)*
3000 Leuven	*(address)*
Belgium	*(country)*
legal@dnsbelgium.be	*(e-mail)*
+32 16 284971	*(fax)*

For notices to be sent to the Registrar, they must be addressed to:

	(name)
For the attention of:	
	(address)
	(address)
	(country)
	(e-mail)
	(fax)

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17.9.   **Compliance with Law.** Either Party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other Party to be in violation thereof in the execution of this Agreement.

17.10.   **Language.** All communications, notices, designations and specifications made under this Agreement shall be in the English language.

Article 18.   Applicable Law and Jurisdiction

18.1.   **Applicable Law.** This Agreement shall be governed by the laws of Belgium, without regard to the principles of conflict of laws, and with the same force and effect as if fully executed and to be performed therein.

18.2.   **Good Faith Negotiations**. Parties shall attempt to in good faith resolve any Dispute through senior level negotiations.

18.3.   **Binding Arbitration.** Each Dispute shall, upon the filing of a Request for Arbitration by one of the Parties, be referred to and determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce (ICC). The arbitral tribunal shall consist of three arbiters. The place of arbitration shall be Brussels, Belgium and the arbitration language shall be English. Any such arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

The foregoing is without any Party's right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Brussels, Belgium.

IN WITNESS WHEREOF, each of the Parties have caused their authorised representatives to execute this Agreement in duplicate originals on the respective dates entered below.

for **Registry Operator:**   for **Registrar:**

By   By

Philip Du Bois

General Manager

Annex 1 to the Registry-Registrar Agreement: available TLDs

TLDs for which Registry Operator has signed and executed a Registry Agreement with ICANN:

TLD	Date of execution contract
.brussels	6 February 2014
.vlaanderen	6 February 2014

TLDs for which Registrar wishes to provide Domain Name Registration Services as specified under article 2 of this Agreement:

TLD	Applicability
.brussels	
.vlaanderen	

Annex 2 to the Registry-Registrar Agreement: Fee levels

List of fees for Domain Name Registration Services

Fees for Domain Name Registration Services:

Fee	Amount	Description
Standard Registration (1Y)	20 EUR	Fee level for registration of a Domain Name during the General Availability
Standard Renewal (1Y)	20 EUR	Fee level for renewal of a Domain Name registered during Launch Program or General Availability
Restore	40 EUR	Fee level for renewal of a Domain Name during the Redemption Grace Period

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