

# REGISTRY-REGISTRAR AGREEMENT NO. [REDACTED] /TATAR

*The Agreement number is assigned and filled in by the  
Registry Operator only*

Date of the Agreement:

[REDACTED] 20 [REDACTED]  
Day Month Year

*The date of the Agreement is filled in by the Registry Operator only*

**Coordination Center of Regional Domain of Tatarstan Republic Limited Liability Company**, hereinafter referred to as the “**Registry Operator**,” represented by General Director Alexander Elizarov, acting in accordance with the Charter, as one party hereto, and

*Registrar's full name as set forth in its incorporation/association documents*

hereinafter referred to as the “**Registrar**”,

Represented  
by

*Full name and position*

acting in accordance with

*Fill in relevant document (Charter, Order, Power of Attorney, etc.) and its reference number and date*

as the other party hereto,

WHEREAS, the Registry Operator has entered into the .TATAR gTLD Registry Agreement with the Internet Corporation for Assigned Names and Numbers on April 24, 2014,

WHEREAS, the Registrar has entered into a Registrar Accreditation Agreement with the Internet Corporation for Assigned Names and Numbers on [REDACTED], 201\_ as approved by ICANN Board on June 27, 2013 (or in case of amendments thereto and rewording thereof, etc., the most recent version approved by ICANN Board),

WHEREAS, the Registrar intends to act as a registrar of second-level domain names in the .TATAR domain,

NOW, THEREFORE, have entered into this Registry-Registrar Agreement, including all supplementary agreements and appendices hereto (hereinafter referred to as the “Agreement”), by the Registrar having accepted all the terms and conditions set forth in the set form of the Registry-Registrar Agreement as determined and approved by the Registry Operator for all registrars (Executive Order No. 02/TATAR dated August 13, 2014), not otherwise than by joining the proposed agreement as a whole,

IN WITNESS OF THE AGREEMENT ON THE FOLLOWING:

## 1. TERMS, DEFINITIONS AND ACRONYMS

1.1. Throughout this Agreement, where capitalized, the following words and expressions shall bear the following meanings:

1.1.1. **gTLD .TATAR, .TATAR domain** means the generic top-level domain .TATAR;

1.1.2. **ICANN** means the Internet Corporation for Assigned Names and Numbers, a non-profit organization incorporated under the law of the State of California, USA, in 1998 in accordance with the Agreement with the U.S. Department of Commerce (official website: <http://www.icann.org/>);

- 1.1.3. **.TATAR gTLD Registry Agreement** means an agreement between ICANN and the Registry Operator for operation of .TATAR gTLD by the Registry Operator;
- 1.1.4. **Registrar Accreditation Agreement** means an agreement as approved by ICANN Board on June 27, 2013 (or in case of amendments thereto and rewording thereof, etc., the most recent version approved by ICANN Board) by and between ICANN and the Registrar, whereby the Registrar is accredited to provide services as a gTLD Registrar;
- 1.1.5. **Registration Agreement** means an agreement on provision of Registrar's services by and between the Registrar and its customers;
- 1.1.6. **.TATAR gTLD Registry, Registry** means a Technical Center's specialized hardware and software complex for performing information structuring and systematization (with regard to all the registered second-level domains, their registrants, and other relevant data) and regulated by the ICANN Policies and/or the Registry Operator's Rules operations and acts with such information;
- 1.1.7. **Registry System** means a Technical Centre's specialized hardware and software complex corresponding to the RFCs for TLD (including in particular IDN TLDs), which is designated for automation of information technologies, implementing EPP for communication with Registries and automation of performance of various operations therein, as well as having a possibility for using IPv6 with the system and ensuring information placement, systematization and processing in Registries' databases and the functioning of the Internet addressing system (DNS);
- 1.1.8. **DNS** means the Domain Name System as defined in RFC 1034, 1035 and subsequent RFCs;
- 1.1.9. **APIs** means Application Programming Interfaces;
- 1.1.10. **EPP** means Extensible Provisioning Protocol as defined in RFC 5730 and subsequent RFCs;
- 1.1.11. **ToolKit** means a set of software libraries (including APIs and EPP) and documents thereto intended for integration in the registrar's own system to ensure interaction with the Registry System;
- 1.1.12. **Registry Operator's Software** means any hardware and software suites, programs, software, software tools, products, etc. directly owned by the Registry Operator or which the Registry Operator has the right to sublicense;
- 1.1.13. **Registry Services** have the meaning as per [Clause 4.1](#) herein,
- 1.1.14. **Registrar Services** means services provided by the registrar with respect to domain names in the .TATAR domain, including entering into Registration Agreement, collecting registration information from customers and registrants, transferring such information to the Registry, etc. (as set forth in the Registrar Accreditation Agreement);
- 1.1.15. **Registry Operator Rules** means an effective version of the Terms and Conditions of Domain Name Registrations in .TATAR gTLD and any appendices thereto, including, but not limited to, regulations, policies, instructions, standards, specifications, procedures and/or practices, etc., adopted/approved by the Registry Operator with respect to the .TATAR domain and containing customers, registrants, registrars' obligations and/or requirements to the said entities and posted on the Registry Operator's official website at <http://domain.tatar>. In case of any conflict (discrepancy) between provisions hereof and the Registry Operator Rules, the Registry Operator Rules shall prevail;

- 1.1.16. **Technical Regulations** means current versions of the Technical Center's documents setting forth requirements to and terms for interaction with the Registry System, the Registry, as well as provisions regarding undergoing technical tests, etc. posted on the Registry Operator's official website at <http://domain.tatar>;
- 1.1.17. **ICANN Policy** means any current policy(-ies), including Consensus and/or Temporary Policies, as well as technical requirements, rules, procedures and/or programs specified in the Registrar Accreditation Agreement and the TATAR gTLD Registry Agreement and applicable to the .TATAR domain, with respect to rights protection mechanisms in particular. In case of any conflict (discrepancy) between the terms and conditions hereof and the provisions of any ICANN Policy, such ICANN Policy shall prevail. In case of any conflict (inconsistency) between the Registry Operator's Rules and provisions of any ICANN Policy, such an ICANN Policy shall prevail.
- 1.1.18. **Technical Center** means organization appointed by the Registry Operator and having entered into a respective agreement with the Registry Operator on support and maintenance of the Registry System and/or the Registry. The information on the appointed Technical Center shall be posted on the Registry Operator's website at <http://domain.tatar>;
- 1.1.19. **Parties** means the Registry Operator and the Registrar;
- 1.1.20. **Party** means the Registry Operator or the Registrar
- 1.2. *Throughout this Agreement, where the following words and expressions start with lower-case characters, they shall have the following meaning:*
- 1.2.1. **registrar** means any ICANN-accredited registrar by that entered into an agreement with the Registry Operator to act as a registrar of second-level domain names within the .TATAR domain;
- 1.2.2. **registrant** means a legally capable person in whose name a .TATAR domain name is registered. The legal capability of a person shall be determined under that person's personal law (lex personalis);
- 1.2.3. **customer** means any person (individual, corporation or an individual entrepreneur) that intends to commission, or is commissioning, or have commissioned Registrar Services from the Registrar;
- 1.2.4. **personal data** means any information directly or indirectly related to a specific or identifiable individual;
- 1.2.5. **Registry information, information** means all data (on registrars and Registrar IDs, registered domain names, IP addresses of nameservers, registrants, including personal data, and other information) required for delivery of the Registry Services;
- 1.2.6. **data processing** means any action (operation) or a set of actions (operations) carried out with or without means of automation with respect to any data, including, but not limited to, collecting, recording, classifying, accumulating, storing, detailing, updating, changing, supplementing, extracting, using, transferring, including trans-border transfers, distributing (i.e. any actions aimed at disclosing information to the general public), providing (i.e. any actions aimed at disclosing the information to a specific person or a certain array of persons), accessing, depersonalizing (with respect to personal data), blocking, deleting and suppressing;

- 1.2.7. **domain name** means a character-based denomination of a second-level domain that includes its own denomination (or the domain name) and characters “.TATAR” (e.g. the name of the second-level domain "example.tatar" is "example ");
- 1.2.8. **registered domain name** means a domain name the information about which is contained in the Registry. At that, the domain name can be a registered domain name despite being non-existent in the .TATAR domain zone file (e.g. it can be registered but not delegated). Domain names reserved in the Registry do not fall under registered domain names;
- 1.2.9. **domain name serviced by the Registrar** means a registered domain name with respect to which a Registrar’s ID has been established in the Registry. The registrar servicing such a domain name may be changed upon the registrant’s special instructions or, where that Registrar has been deprived of the ICANN accreditation or due to termination of this Agreement, in accordance with the applicable ICANN Policies and/or terms set forth herein;
- 1.2.10. **website** means the respective Party’s official website dedicated to registration-related activities (for the Registrar) or the .TATAR domain (for the Registry Operator).
- 1.3. Throughout this Agreement, the aforementioned terms are used both singularly and plurally, with their meaning remaining unchanged vis-à-vis the above (except for the number of objects they denote, respectively).
- 1.4. All other terms in this Agreement shall be understood and construed in accordance with the definitions provided in supplementary agreements and appendices hereto.
- 1.5. Where the meaning of a term used in this Agreement, supplementary agreements or appendices thereto is not expressly defined in this Agreement, supplementary agreements or appendices thereto, such a term shall be understood and construed in accordance with the Registry Operator Rules or Technical Regulations and where the definition of such a term appears missing in those documents - in the normative and legal acts of the Russian Federation.
- 1.6. Where the definition of a term used in this Agreement, supplementary agreements or appendices thereto is not expressly defined in the relevant normative and legal acts of the Russian Federation, the Parties shall construe such a term or definition in accordance with a practice of interpretation of terms.

## **2. ENTRY INTO FORCE. THE REGISTRAR’S REPRESENTATIONS AND WARRANTIES**

- 2.1. **Entry into force.** This Agreement shall take effect on the date of its signing set forth in the recitals hereto, except for **Clauses 4 through 9**.
- Clauses 4 through 9** hereof shall take effect once the Registrar successfully completes technical tests (**Clause 3.1** hereof).
- 2.2. **The Registrar’s Representations and Warranties.** The Registrar hereby represents and warrants to the Registry Operator that
- (a) All the data and information provided when concluding this Agreement, as well as documents submitted are truthful, sufficient and correct in all material aspects as of the date of submission of the Application, and all those data, references and information have remained truthful and correct in all material aspects as of the date of signing this

Agreement stipulated in the recitals hereto, except as if otherwise agreed in advance in writing by the Registry Operator and the Registrar;

- (b) The Registrar is duly incorporated, is a legally capable entity, duly registered for undertaking entrepreneurial activities and carries out its business in accordance with the applicable laws;
- (c) The Registrar has all requisite corporate and other powers and authority to execute and duly perform this Agreement and that it has undertaken all the necessary actions to obtain approvals (authorizations, etc.) and receive permissions (consent, etc.) from its executive and supervisory bodies or public or regulatory bodies, where applicable, to enter into this Agreement;
- (d) The Registrar guarantees that, before entering into or acceding to this Agreement, it has familiarized itself with all the terms and conditions hereof, including appendices and supplementary agreements hereto, Registry Operator Rules and Technical Regulations, is fully aware of their provisions, and confirms that the execution of this Agreement has not resulted from a train of unfavorable events and/or that it is not entering into this Agreement on terms being extremely disadvantageous to it, nor under the influence of fraud or deceit, and that this Agreement does not constitute an onerous, fictitious or sham transaction, etc.;
- (e) Nothing in this Agreement is intended and can be construed by the Registrar as a basis for establishing between the Parties an employment relationship, or agency relationship, or partnership or society or carrying out a joint activity or a joint undertaking, etc.
- (f) The Registrar understands, agrees to and confirms that this Agreement constitutes an adhesion contract (Article 428 of the Civil Code of the Russian Federation). Consequently, this Agreement may not be amended unilaterally upon the Registrar's initiative, since its terms and conditions must be equal and identical for all registrars (i.e. no protocols of disagreement, the Registrar's declarations on the execution hereof on terms inserted by the Registrar or other such statements shall be accepted and they shall be deemed null and void where have been received by the Registry Operator). Where the Registrar disagrees with incorporated by the Registry Operator amendments and/or supplements hereto and/or in the Registry Operator Rules, the Registrar will have the right to terminate this Agreement on such grounds, however, it will not have the right to demand that the provisions hereof shall remain unchanged;
- (g) The Registrar fully understands and agrees that any allusions and/or references herein to the .TATAR gTLD Registry Agreement between the Registry Operator and ICANN do not grant the Registrar, its customer and/or registrant any right in action with respect to the obligations of the Registry Operator and/or ICANN stated in such a .TATAR gTLD Registry Agreement.
- (h) The Registrar attests that it has been duly notified by the Registry Operator, fully understands and agrees to the appointed Technical Center being a subcontractor while delivering the Registry Services hereunder and that on the basis of the respective agreement with the Registry Operator, the appointed Technical Center acts on behalf and at sole cost and expense of the Registry Operator

### **3. REGISTRAR ACCREDITATION BY THE REGISTRY OPERATOR**

- 3.1. **Accreditation-Related Technical Tests.** The Registrar undertakes to undergo within 60 (sixty) days from the date of receipt of the ToolKit (as set forth in [Clause 3.3.1](#) hereof) all the

necessary accreditation-related technical tests with respect to operation of the Registry System with the Technical Center appointed by the Registry Operator (**Clause 3.4** hereof).

3.1.1. Information about the Registrar's performance of the accreditation-related technical tests shall be sent by the Technical Center to the Registry Operator and Registrar's email addresses in accordance with the Technical Regulations.

3.1.2. Where the Registrar has failed the technical tests (the technical tests results have proved negative) or has missed the said timeline for accreditation-related technical tests, the Registry Operator may either (i) immediately terminate this Agreement or (ii) demand explanations of the situation from the Registrar by sending a respective letter to the Registrar by email.

3.1.3. Depending on a feedback, the Registry Operator may either set a new timeline for carrying out such technical tests or immediately terminate this Agreement by dispatching a letter to this effect to the Registrar by email.

3.1.4. Where the Registry Operator has not received an explanatory note from the Registrar within 3 (three) business days from the date of the dispatch of the demand, this Agreement shall be immediately automatically terminated.

3.1.5. If this Agreement is terminated under **Clauses 3.1.2-3.1.4** hereof, the Registrar may enter into a new Registry-Registrar Agreement no sooner than in 6 (six) months from the termination date hereof.

3.2. **ToolKit.** The Registry Operator grants the Registrar a simple (non-exclusive), limited (for the duration of this Agreement), non-transferrable, worldwide right to use the ToolKit.

3.2.1. The ToolKit (or a link thereto) shall be provided to the Registrar by email within 3 (three) business days from the signing of this Agreement.

3.2.2. Until the moment of successful completion of the accreditation-related technical tests, the Registrar may use the ToolKit only to undergo accreditation-related technical tests to operate the Registry System at appointed by the Registry Operator Technical Center, and after successful completion of the accreditation-related technical tests – to interact with the Registry System when providing Registrar Services (and for no other purposes) and only in a way, and with account of, the established in the Technical Regulations restrictions.

3.3. **Technical Center.** Information about the appointed (operational) Technical Center shall be posted on the Registry Operator's official website at <http://domain.tatar>. The Registry Operator may at any time change the Technical Center, with an e-mail notice to the Registrar dispatched in 60 (sixty) calendar days prior to the date of the change. A new Technical Center shall be deemed appointed on the date set forth in a respective notice. Where the Registry Operator has failed to observe the timeline of such a notice set forth in the present Clause, a new Technical Center shall be deemed appointed upon expiry of the aforementioned timeline for dispatch the said notice of its appointment.

## 4. SUBJECT OF THE AGREEMENT

4.1. **Registry Services.** The Registry Operator undertakes to render to the Registrar various services through the Registry System and carry out works approved by ICANN (as set forth in Clause 2.1 of the .TATAR gTLD Registry Agreement) that are critically important to fulfillment of the following tasks (hereinafter referred to as the "Registry Services"), including:

- Collection from the Registrar of data on domain names registrations and nameservers ;

- Provision of the Registrar with status updates to with respect to servers in the .TATAR domain;
- Dissemination of contact and other information related to the domain names registration in .TATAR domain;

as well as delivery of other services and works (including the customer support services) per this Agreement, that solely the Registry Operator can provide to the Registrar due to the Registry Operator having been appointed the registry operator of .TATAR domain; the Registrar in its turn undertakes to accept such Registry Services and pay for them.

**4.2. Changes in and Modification of the Registry Services.** The Registry Operator may at any time modify the Registry Services and change the terms and/or procedures of their delivery.

4.2.1. Where modifications and/or changes to the Registry Services are immaterial, the Registry Operator shall notify the Registrar by email no less than in 5 (five) days before such modifications and/or changes to the Registry Services take effect. All immaterial modifications and/or changes to the Registry Services shall take effect on the date set forth in a prior notification thereof; where the Registry Operator has failed to observe the aforementioned timeline, such modifications and/or changes to the Registry Services shall take effect upon 5 (five) days since the date of dispatch of the notification by e-mail.

4.2.2. The Registry Operator may introduce all material modifications and/or changes in the Registry Services by upon the ICANN's written approval as set forth in Clause 2.1 of the .TATAR gTLD Registry Agreement. The Registry Operator shall notify the Registrar in writing of any material modifications and/or changes in the Registry Services, which should be pre-approved by ICANN, at least 15 (fifteen) calendar days before such modifications and/or changes to the Registry Services take effect. All material modifications and/or changes shall be made on the date stated in the written notice on such modifications and/or changes in the Registry Services; where the Registry Operator has failed to observe the deadline for delivery of such a notice, the modifications and/or changes to the Registry Services shall take effect upon 15 (fifteen) days since the day of dispatch of the notification (date as per postmark).

**4.3. New Services and/or Works.** The Registry Operator may, upon ICANN's written approval, (as set forth in Clause 2.1 of the .TATAR gTLD Registry Agreement) introduce new services and/or works. The Registry Operator undertakes to notify the Registrar in writing of any such pre-approved by ICANN new services and/or works, by sending a written notification no later than 5 (five) calendar days before such new services and/or options take effect. Such a notification shall contain information of prices of such services and/or works, the start and end rates, and terms and conditions of their provision (or a reference thereof). All new services and/or works shall effect be introduced on the date set forth in the written notification thereof; where the Registry Operator has failed to observe the deadline for delivery of such a notice, the modifications and/or changes to the Registry Services shall take effect upon 5 (five) days since the day of dispatch of the notification (date as per postmark).

**Subcontracting.** The Registry Operator may at any time, for any term and without any notification to the Registrar employ third parties (subcontractors) to carrying out its obligations hereunder, and shall be fully liable to the Registrar for both losses caused by such subcontractor(s)' participation in performance of this Agreement and consequences of its/their failure to perform and/or improper performance thereof.

## 5. THE REGISTRY OPERATOR'S RIGHTS AND OBLIGATIONS

- 5.1. **Access to the Registry System.** During the term of this Agreement, the Registry Operator shall provide the Registrar with a simple (non-exclusive), non-transferable worldwide right to remote access the Registry System (sub-license), whereby the Registry Operator provides the Registry Services and which is designated for interaction between the registrars and the Registry and automation of various operations in the Registry.
- 5.1.1. To receive login credentials for the Registry System, the Registrar shall pass technical tests at the Technical Center appointed by the Registry Operator (per [Clause 3.1.](#) of this Agreement) and make the first advance payment (in accordance with [Clause 3.2](#) hereof).
- 5.1.2. Access to the Registry System is EPP. The possibility for access to the Registry System with the use of IPv6 is provided no later than 6 (six) months from the date of receipt of the Registrar's first written request thereof (in accordance with Clause 1.5 of Specification 6 to .TATAR gTLD Registry Agreement).
- 5.1.3. The Registry Operator may suspend, in full or in part, Registrar's access to the Registry System (cease providing all or some Registry Services) in the following cases:
- (a) where the Registrar has violated the requirement(s) set forth in Technical Regulations as per [Clause 6.3](#) hereof;
  - (b) where the advance has proved insufficient to cover the cost of the Registry Services, as per [Clause 9.6.6.](#) hereof;
  - (c) In case of late payment for non-prepaid Registry Services, as set forth in [Clause 9.6.8.](#) hereof.
- 5.1.4. The Registry Operator shall renew access to the Registry System within 1 (one) business day: for [Par. \(a\) of Clause 5.1.3.](#) hereof – once the Registrar has successfully completed technical tests in accordance with [Clause 6.4](#) hereof (if repetitive technical tests were required by the Registry Operator); for [Par. \(c\) and \(b\) of Clause 5.1.3.](#) hereof – once the Registry Operator has credited respective funds from the Registrar as set forth in [Par. 2 of Clause 9.7.](#) hereof.
- 5.2. **Registry System Availability.** The Registry Operator undertakes to ensure the Registry System's availability, operation, efficient performance, and conditions of its normal use and operation, except for the cases stated in [Clause 7](#) hereof.
- 5.3. **Changes to the Registry System.** The Technical Center may introduce modifications to the Registry System as a whole or to any modules, parts and components thereof, as well as to any programs, software products and software in the Registry System that can change, modify, correct or supplement features, services, usage conditions or operational procedures of the Registry System.
- 5.3.1. The Registry Operator undertakes to notify the Registrar by email no less than 60 (sixty) calendar days prior to introducing any changes to the Registry System which entail changes in the Registrar's operation with the Registry System.
- 5.3.2. The Registry Operator may not notify the Registrar of any changes to the Registry System where such changes aim at preventing an accident and/or mitigating adverse effects of the accident, and/or ensuring protection from security threats, fixing vulnerabilities or addressing other emergencies.
- 5.4. **Customer Support.** The Registry Operator agrees to provide the Registrar (rather than customers, registrants or other Registrar's clients) with customer support: to solve technical issues when interacting with the Registry System, as well as administrative and financial issues



(contact information for the Registrar to approach on respective matters is stated in [Clause 16.3](#) hereof).

5.5. **Registrar Inspections.** The Registry Operator may check at any time the Registrar's compliance herewith, Registry Operator Rules and/or Technical Regulations, provided that

- (a) Inspections of the Registrar initiated by the Registry Operator (at its own discretion) may be carried out no more frequently than once in 90 (ninety) days;
- (b) Inspections of the Registrar initiated by the Registry Operator on the grounds of a third party's complaint and/or claim, which are justified in the Registry Operator's opinion, against the Registrar actions (inaction), may be carried out upon receipt of such complaints and/or claims (without any restrictions as to frequency of such inspections);
- (c) Inspections of the Registrar initiated by the Registry Operator in accordance with [Clause 6.3](#) hereof shall be carried out in the form of additional technical tests of the Registrar in accordance with [Clause 6.4](#) hereof (without any restrictions as to frequency of such inspections).

5.5.1. The Registry Operator shall notify the Registrar by email on any inspections and their duration: under [Par. \(a\) of Clause 5.5](#) hereof – at least 5 (five) business days before the inspection date, under [Par. \(b\) of Clause 5.5](#) hereof – at least 1 (one) business day before the inspection date, under [Par. \(c\) of Clause 5.5](#) hereof – in accordance with [Clause 6.4](#) hereof.

5.5.2. The Registry Operator's notification regarding the upcoming inspection shall state (in reasonable detail) categories of documents, information, data, etc., as well as the format and way of their submission required by the Registry Operator for conducting inspections. The Registrar is obligated to submit all the documents, information and data (in a reasonable volume) the Registry Operator needs to conduct inspections within 3 (three) business days from the dispatch of the notification and in a manner the Registry Operator has established by in that notification.

5.6. **Amendments to Registry Operator Rules and/or Technical Regulations.** The Registry Operator may unilaterally amend, supplement, update, adopt in a new wording or revoke at any time any Registry Operator Rules. The Registry Operator also may approve and introduce any new supplement to the Registry Operator Rules.

**The Technical Center may at any time unilaterally amend, supplement, update, adopt in a new wording or revoke any Technical Regulations.**

The Registry Operator undertakes to notify the Registrar by email of any amendments, supplements, updates or new versions of the Registry Operator Rules and/or Technical Regulations, as well of any new supplements to the Registry Operator Rules no later than 30 (thirty) days before such amendments, supplements, updates or new versions take effect.

Amendments, supplements, updates or new versions of the Registry Operator Rules and/or Technical Regulations, as well as new supplements to the Registry Operator Rules shall take effect on the date set forth in the Registry Operator's respective email; where the Registry Operator has failed to observe the timeline for dispatch of such a notification in accordance with [Par. 2 of Clause 5.6](#) hereof, the above amendments shall take effect upon expiry of 20 (twenty) days from the date of dispatch of the notification by email.

5.7. **Appendant Rights.** The Registry Operator may cancel registration of any registered domain name prior to expiration of the registration term, block (withdraw the delegation and establishment of a ban on conduct of any operations with the domain name) any registered

domain name and withdraw any registered domain name delegation only in the cases set forth in the Registry Operator Rules, Technical Regulations and/or the ICANN Policies.

The Registry Operator may refuse to register any new domain name and/or renew registration of any registered domain name in the cases set forth in the Registry Operator Rules; and/or ICANN Policies; and/or where the Registrar has breached the terms and conditions hereof, Registry Operator Rules, the ICANN Policies, and/or Technical Regulations.

The Registry Operator may assign temporary statuses to registered domain names (for example, over a dispute resolution period, etc.) in accordance with the Registry Operator Rules, Technical Regulations and/or the ICANN Policies.

- 5.8. **Other rights and obligations.** The Registry Operator may have other rights and obligations envisaged herein.

## 6. THE REGISTRAR'S OBLIGATIONS

- 6.1. **Registrar's ICANN Accreditation.** The Registrar shall maintain in full force and effect its accreditation with ICANN as a gTLD Registrar.

- 6.2. **Compliance with the established terms and conditions.**

6.2.1. The Registrar undertakes to provide Registrar Services in accordance with the following documents:

- (a) Registrar Accreditation Agreement and the ICANN Policies;
- (b) The present Agreement;
- (c) Registry Operator Rules and Technical Regulations;
- (d) Applicable law.

6.2.2. The Registrar undertakes to strictly adhere to and perform the requirements, conditions, and obligations set forth in the documents under [Clause 6.2.1.](#) hereof, include such requirements, conditions and obligations, if applicable, into its Registration Agreement, bind its customers and/or registrants to adhere to and perform such requirements, conditions and obligations, as well as to oversee compliance with them and their implementation.

6.2.3. The Registrar shall strictly adhere to and perform all the Rights Protection Mechanisms (RPMs) ICANN and/or the Registry Operator have established as mandatory ones to counter and/or prevent the registration of domain names in violation of third parties' legitimate rights of, including but not limited to:

- All mandatory RPMs laid out in the .TATAR TLD Priority Registration Policy, including the Sunrise Period (the 1<sup>st</sup> stage of priority registration) and Limited Eligibility Periods (the 2<sup>nd</sup> and 3<sup>rd</sup> stages of priority registration), as well as Dispute Resolution Policies for these periods;
- all mandatory RPMs laid out in the trademarks (service marks) protection procedure Trademark Clearinghouse;
- Uniform Rapid Suspension System (URS) procedures;
- Post-Delegation Dispute Resolution Procedure (PDDRP), including Trademark PDDRP, Registration Restrictions PDDRP, and Public Interest Commitments PDDRP;
- Uniform Domain Name Dispute Resolution Policy (UDRP).

6.3. **Security.** The Registrar undertakes to comply with all the requirements set forth in the Technical Regulations, including those regarding ensuring connection (sessions) security, secure communication with the Registry System and security of information transferred to the Registry using the Registry System. For this purpose, the Registrar undertakes to introduce and use in its operation all the technologies, procedures, processes and restrictions as required by the Registry Operator or in accordance with such safety and quality requirements and standards. The Registry Operator and/or the Technical Center shall send email notifications to the Registrar with respect to each breach of requirements stipulated in the Technical Regulations, and the Registry Operator may immediately suspend (either in part or in full) the Registrar's access to the Registry System (cease the provision of all the Registry Services or a part of them) and/or demand the Registrar pass repetitive technical tests (**Clause 6.4.** hereof) in the following cases:

- with regard to every detected by the Technical Center material breach of the requirement(-s) laid out in the Technical Regulations (material breach is understood as a breach that poses a threat to the Registry System and/or Registry's stability and security as per Clause 7.3 of the .TATAR gTLD Registry Agreement);
- where the Technical Center has detected over a calendar month more than 4 (four) immaterial (i.e. not posing a threat to the Registry System and/or Registry's stability and security) breaches of requirements laid out in the Technical Regulations.

At that, the Registry Operator may not restore access (fully or partially) to the Registry System until the Registrar has successfully passed repetitive technical tests.

6.4. **Trouble-shooting and repetitive technical tests.** The Registrar is obligated to ensure a timely reaction to the Registry Operator and/or the Technical Center's notifications of breaching the requirement (-s) set forth in the Technical Regulations and that all technical issues related to the use of the Registry Operator's Software and systems are immediately remedied. In the cases set forth in **Clause 6.3.** hereof, the Registry Operator may obligate the Registrar to pass repetitive technical tests with the appointed by the Registry Operator Technical Center. The Registrar shall pass such repetitive technical tests no later than 30 (thirty) days upon dispatch by the Registry Operator of a respective demand by email.

6.4.1. Where the Registrar has failed the repetitive technical tests or did not observe the aforementioned timeline, the Registry Operator may terminate this Agreement in accordance with **Clause 14.3.2.** hereof, or demand explanations from the Registrar by sending an email to the Registrar.

6.4.2. Depending on the answer received, the Registry Operator may either set a new timeline for carrying out such repetitive technical tests or terminate this Agreement in accordance with the procedure under **Clause 14.3.2.** hereof.

6.4.3. Where the Registry Operator has not received the Registrar's response with explanation of the situation within 3 (three) business days from the date of dispatch of its demand r, the Registry Operator may terminate this Agreement in accordance with the procedure under **Clause 14.3.2.** hereof.

6.4.4. In accordance with the Technical Regulations, the Technical Center shall email information on the Registrar's repetitive test results at the Registry Operator and the Registrar's email accounts.

6.5. **Delivery of information.** The Registrar shall collect from its customers and registrants and transfer to the Registry all information necessary for providing the Registry Services. The Registrar shall ensure that relevance, completeness, accuracy and authenticity of the transferred information and, and shall be liable for verification of relevance, completeness,

accuracy and authenticity of any information it transfers, as well as for all negative consequences resulting which may arise due to its failure to provide unverified, undocumented, irrelevant, inaccurate, incomplete and/or inauthentic information. The Registrar is obligated to take or ensure the taking of necessary steps to verify incomplete or inaccurate information, as well as verify relevance and authenticity of such information. Upon receipt a registrant's instruction to change or update any information, the Registrar shall immediately introduce respective changes and updates in the Registry.

6.5.1. Where the Registry Operator has become aware of unauthenticity of any transferred by the Registrar information, the Registry Operator may conduct an examination and take necessary measures and apply sanctions in accordance with the in Registry Operator Rules (including the .TATAR Domain Anti-Abuse Policy).

6.5.2. The Registry Operator may at any time verify any transferred from the Registrar information, as well as request from the Registrar, and/or directly from the customer and/or registrant any details and additional information along with supporting documents regarding such information and/or changes thereinto.

6.6. **The Registry Operator's Rights to Information.** The Registrar hereby grants the Registry Operator and the Technical Center a non-exclusive, irrevocable, transferrable, assignable and sublicensable, unlimited uncompensated worldwide right to access and use of information it transfers to the Registry and authorizes the Registry Operator and the Technical Center its processing to register new domain names, maintain the data on registered domain names and provide authorized access to files within the .TATAR domain zone or to it otherwise, as well as for other purposes authorized or required by provisions of the .TATAR gTLD Registry Agreement as amended from time to time.

6.7. **Personal Data Processing.** A part of the data the right to access to and use of which is granted by the Registrar to the Registry Operator and the Technical Center constitute personal data (or may become such). The Registrar hereby authorizes the Registry Operator and the Technical Center to process such personal data.

6.7.1. The Registry Operator hereby informs the Registrar that the Registry Operator and the Technical Center will process personal data for the purpose of registration of new domain names in the Registry and maintain the data on registered domain names in the Registry [and Whois Service provisioning](#).

6.7.2. When entering into a Registration Agreement with a private individual, the Registrar is bound to obtain that individual's consent to personal data processing. Neither the Registry Operator, nor the Technical Center are made bound to receive a consent to personal data processing (Par. 4, Article 6 of Federal Law No. 152-FZ On Personal Data of July, 27, 2006), and may rely on the Registrar having obtained that individual's consent to personal data processing to. The Registrar is held full responsible for obtaining the consent to personal data processing, its proper execution and authenticity. [Appendix D hereto, Personal Data Processing Consent Form](#), establishes a recommended by the Registry Operator template for consent to personal data processing is set forth by in hereto, including minimum mandatory requirements to the wording of such a consent. The Registrar may use another personal data processing consent form; however, the Registrar is obligated to incorporate therein all the foregoing minimum mandatory requirements to the wording of such a consent.

6.7.3. The Registry Operator and/or Technical Center shall perform the following act (operations) or an integrity of acts (operations) with impersonalized personal data (with or without using automation means): collection, recording, classification, accumulation,

storage, detailing, updating, change, supplementing, extraction, use, depersonalization, blocking, deletion and destruction. The Registry Operator and/or Technical Center shall also regularly transfer (including transborder transfers) personal data (with or without using automation means) to an independent Escrow Agent (as per Specification 2 to the .TATAR gTLD Registry Agreement), with which the Registry Operator has entered into the Data Escrow Agreement, whereby ICANN acts as a third party beneficiary. The Registry Operator and/or Technical Center may transfer personal data to other parties in situations and instances set out in the Registry Operator Rules (including in the .TATAR Domain Priority Registration Rules for Tenders to Pool.com Inc. or any other auction organizer), as well as the .TATAR gTLD Registry Agreement, including, but not limited to, a emergency backup registry operator (**Clause 15.1.1.** hereof) and/or a new registry operator (**Clause 15.1.2.** hereof) and/or ICANN and/or an organization designated by ICANN.

- 6.7.4. The Registry Operator and/or Technical Center shall perform acts (operations) or an integrity of acts (operations) with impersonalized personal data (with or without using automation means) such as their transfer to other parties not set out in **Clause 6.7.3.** hereof or distribution of or access to such data only on the basis of a Registrar's respective application or permit submitted through the Registry System. At that, the Registry Operator and/or the Technical Center may be free to transfer, distribute and provide access to impersonalized personal data.
- 6.7.5. The Registry Operator and/or Technical Center shall store personal data in the Registry throughout the domain name registration period and for no more than 3 (three) years from the expiry date of the registrant's last registered domain. The Registry Operator undertakes that the Registry Operator and the Technical Center shall discontinue storing and any other processing of personal data, should the personal data subject withdraws its consent to personal data processing within no more than 150 (one hundred and fifty) days.
- 6.7.6. Where the Registrar has received a cancellation (withdrawal) notice from the registrant (personal data subject) regarding its earlier granted consent to personal data processing, the Registrar shall immediately carry out all acts for deletion of that registrant's all registered domain names.
- 6.7.7. The Parties undertake to use all necessary, corresponding to Federal Law No. 152-FZ On Personal Data of 27,July 2006 legal, organizational and technical efforts or ensure their use to protect personal data from unlawful, unsanctioned or accidental access thereto, from destruction, modification, blockage, copying, provision or dissemination, as well as from other unlawful acts with regard thereto. The Parties undertake to use all the necessary organizational and technical efforts to ensure the security of personal data during processing.
- 6.8. **Registry Entries.** The Registrar hereby represents and warrants that in the event of any dispute (i) as to the time of transfer and/or entry of information about domain name registration and/or performance of any other operations in the Registry System and (ii) as to the number of operations by the Registrar in the Registry System, the entries in the Registry shall prevail. The time of performance of the operation, the number and type of such operations shall be determined solely on the basis of data and information contained in the Registry.
- 6.9. **Insurance.** The Registrar shall ensure a timely effect and provision of uninterrupted comprehensive insurance of its liability associated with the operation of domain names registration from a reputable insurance provider with an insurance financial strength rating no lower than "A" (awarded by a rating agency accredited by the Ministry of Finance of the Russian

Federation or a duly incorporated and accredited, if necessary, foreign rating agency of comparable level) in the amount of at least RUB 15,000,000 (fifteen million rubles) or USD 500,000 (five hundred thousand US dollars) or EUR 375,000 (three hundred seventy five thousand Euros).

#### 6.10. Registration Agreement.

- 6.10.1. The Registrar shall provide any and all domain name registration services to its clients within the .TATAR domain on the basis of a contract (Registration Agreement) executed in any form consistent with applicable laws.
- 6.10.2. The Registrar may not prefer any one customer over another with regard to entering into a Registration Agreement, except for otherwise provided by law and/or the Registry Operator Rules.
- 6.10.3. Where it is possible for the Registrar to deliver respective services to the customer, the Registrar is not allowed to refuse to execute a Registration Agreement, unless otherwise provided by law and/or the Registry Operator Rules.
- 6.10.4. The Registry Operator may at any time request from the Registrar the official text of the Registration Agreement or a copy of a Registration Agreement with a specific customer or registrant, while the Registrar shall produce such a document (or a reference thereto) or a copy of such a Registration Agreement within 3 (three) calendar days from date of dispatch of the request by the Registry Operator.
- 6.10.5. The Registrar shall include into the Registration Agreement the mandatory requirements, conditions and obligations set forth in Appendix C, "Mandatory Requirements for the Registration Agreement," hereto, as well as any other requirements, conditions in accordance with the obligations of the Registrar, customer and/or registrant set out in **Clause 6.2.1.** hereof, and undertakes to adhere to and comply with all such requirements, conditions and obligations, and bind the customers and registrants to adhere to and comply with all such requirements, conditions and obligations.
- 6.10.6. The Registry Operator may develop a Registration Agreement template (that may have a number of alternative terms and conditions), and may, at its discretion, either recommend or require the Registrar to use such that template as the .TATAR Domain Registration Agreement, should the Registry Operator believe that the Registrar's Registration Agreement is inconsistent with the requirements envisaged in Appendix C, Mandatory Requirements for the Registration Agreement, hereto.

#### 6.11. Operations with domain names.

The Registrar's any and all operations involving domain names shall be carried out in compliance with the Registry Operator Rules, Technical Regulations and ICANN Policies, and with account of restrictions set forth therein.

- 6.11.1. The Registrar understands that the Registry Operator Rules establishes restrictions on registration of domain names inconsistent with the Mission and/or values of the .TATAR domain and hereby agrees to respect such restrictions and facilitate the Registry Operator's efforts to restrict, cancel and prevent undesirable registrations from registration.
- 6.11.2. If there are no ban or special provisions in the Registry Operator Rules and/or ICANN Policies with respect to any operation with a domain name and where the registrant does not have any arrears before the Registrar, the Registrar may not refuse the registrant to perform such an operation.

6.11.3. Where the domain name has been subject to URS proceedings, the Registrar shall accept payments and renew registration of that domain name on the request of a prevailing URS Complainant, too, but for the term no longer than 1 (one) year and only if the domain name registration period after its renewal for 1 (one) year does not exceed a total of 10 (ten) years, including of the remaining registration period.

6.12. **ICANN Requirements.** The Registrar understands and agrees that the Registry Operator's obligations set out hereunder may be from time to time amended/ supplemented as a result of unilateral and compulsory requirements by ICANN, as well as a result of modifications/amendments to the effective ICANN Policies, or termination of one of ICANN Policies, or putting in effect a new ICANN Policy. Notwithstanding any provisions hereof inconsistent with such ICANN requirements and/or provisions of ICANN Policies, the Registrar shall, from the moment of such requirements and/or terms having taken effect (in accordance to the procedure established by ICANN or the Registry Operator), adhere to them and demand from any registrant and/or customer to comply with them.

6.13. **Submission of Documents.** The Registrar undertakes to provide within 3 (three) business days upon dispatch of a respective request by email the Registry Operator with duly executed and certified copies of documents, as follows :

- Its insurance policies;
- Personal data processing consents;
- Documents certifying authenticity of the registrants' information;
- Documents vouching the public registration of the Registrar or changes to the Registrar's registration data;
- Credentials of persons acting on behalf of the Registrar;
- Other documents that the Registry Operator may reasonably require for verifying the Registrar's legal capability and performing its obligations under this Agreement, the Registry Operator Rules and/or Technical Regulations.

Under duly executed and certified documents the Parties understand:

- Bound and numbered documents, where such documents consist of more than one page;
- Documents the accuracy of which is certified with a Registrar's authorized representative or a public notary's seal and;
- Legalized documents (where necessary, at the Registry Operator's request).

6.14. **The Registrar's Other Obligations.** The Registrar hereby also undertakes to

6.14.1. Fulfill its obligations hereunder in good faith, accept and pay for Registry Services in a timely manner as and when set forth hereunder;

6.14.2. Respond in a timely manner by means of email to the Registry Operator's inquiries pertaining to matters arising in the course of the Registry Operator performing its obligations hereunder within the timelines set forth in such an inquiry; where no timeframe has been established in such an inquiry, then the Registrar shall respond no later than 3 (three) business days from the moment the inquiry was placed.;

6.14.3. Promptly provide (or arrange provision to) the Registry Operator of records and information in full, as well as render assistance (including arranging access to records, systems, documents and staff/employees, etc.) that the Registry Operator may reasonably need for providing the Registry Services;

- 6.14.4. Ensure a timely and extensive provision of the Registry Operator with oral and/or written clarifications on matters pertaining to the subject of this Agreement (including to information and/or documents submitted by the Registrar);
- 6.14.5. Create for the Registry Operator's representatives conditions necessary for performing this Agreement in a timely and efficient manner and provide for the Registry Operator's representatives a possibility for conducting necessary procedures and inspections, and assist them therein;
- 6.14.6. Fulfill and ensure fulfillment of recommendations the Registry Operator provides in conjunction with performance hereunder and set forth in the relevant reports/letters and ensure that such recommendations are acted upon. In the event the Registrar disagrees with comments or recommendations the Registry Operator set out by in a report/letter, then responsibility for performing the delivery of the Registry Services (including operation of the Registry System) and the respective timelines, etc. lies solely with the Registrar, etc.;
- 6.14.7. Inform the Registry Operator within 1 (one) business day using emergency communication channels, should there arise obstacles to the Registrar's performing its obligations hereunder, where such obstacles are beyond the Registrar's powers or control, as well as of any other emergencies;
- 6.14.8. Promptly inform the Registry Operator through any available means of communication, where the Registrar has become aware of facts of affiliation between the Registry Operator the Registrar and/or the Registrar's reseller and the Registry Operator (at that, the Parties construe the notion of "affiliated entity" as per Par. (c), Clause 2.9. of the .TATAR gTLD Registry Agreement);
- 6.14.9. Be held liable per the this Agreement and the applicable law;
- 6.14.10. Perform other obligations set forth and/or referenced to hereunder.

## **7. INTERRUPTION OF THE REGISTRY SERVICES DELIVERY**

- 7.1. Interruption of delivery of the Registry Services may be caused by:
  - 7.1.1. Routine (maintenance) works necessary to upkeep the equipment, networks and engineering systems that ensure operation of the .TATAR domain and/or provision of the Registry Services;
  - 7.1.2. Works to address emergency and/or alarm situations resulting from malfunction equipment, networks and engineering systems that ensure operation of the .TATAR domain and/or provision of the Registry Services;
  - 7.1.3. Works to address emergency and/or alarm situations resulting from force majeure circumstances;
  - 7.1.4. Other reasons beyond the Registry Operator's reasonable control, including, but not limited to, inaccessibility of telecommunication networks or their malfunction of; failures of DNS root servers; inobservance of DNS propagation times; DDOS attacks; power outages or failures of supply of other resources necessary for operation of the .TATAR domain and/or provision of Registry Services.
- 7.2. The Registry Operator (and/or its subcontractor servicing equipment, networks and engineering systems used for operation of the .TATAR domain and/or provision of the Registry Services) will notify the Registrar by email of the time and duration of possible interruptions of delivery of the Registry Services in connection with routine (maintenance) works (**Clause 7.1.1.** hereof) no



later than 2 (two) business days prior to carrying out such works. All such routine (maintenance) works will be carried out, whenever possible, at off-peak periods.

- 7.3. The Registry Operator (and/or its subcontractor servicing equipment, networks and engineering systems used for operation of the .TATAR domain and/or provision of Registry Services) will promptly notify the Registrar by email of any interruption of delivery of the Registry Services due to circumstances set forth in [Clauses 7.1.2.-7.1.4.](#) hereof and describe a cause for the failure and the planned timelines of remedying it could take to fix it.
- 7.4. The Registry Operator shall not be deemed to have infringed upon (failed to perform or improperly performed) its obligations hereunder (the Registry Operator shall not be held liable for interruption of delivery of the Registry Services as specified below) in the following cases:
- Carrying out routine and/or maintenance works and addressing emergencies resulting from failures of equipment, networks and engineering system used for operation of the .TATAR domain and/or provision of the Registry Services, if (i) the length of such works does not exceed a total of 8 (eight) hours per month and (ii) they are not carried out for more than 4 (four) hours in a row;
  - Works set forth in [Clauses 7.1.3.](#) and [7.1.4.](#) hereof.
- 7.5. The Registrar agrees that it may be affected by acts undertaken by the Registry Operator or its subcontractor(s) to prevent negative consequences of third parties' acts interfering with operation of the .TATAR domain and/or telecommunications, server and other equipment ensuring operation of the .TATAR domain and/or provision of the Registry Services. The Registrar herewith has no claims against the Registry Operator and the acts undertaken by the Registry Operator or its subcontractor to prevent such developments, while the Registry Operator undertakes to make every possible effort to minimize such negative consequences.

## **8. INTELLECTUAL PROPERTY**

- 8.1. Throughout the term of this Agreement, the Parties grant each other the right to use each other's emblems, brands, logos, names and other means specifically developed for the purpose of individualization of products/works/services, etc. related to domain registration activity (for the Registrar) or with activities of the .TATAR registry operator (for the Registry Operator) solely for exercise of their respective rights and/or performance of obligations hereunder.
- 8.1.1. The Registrar may use the Registry Operator's appellation (including a firm name, an abbreviated, full, etc. name) and emblems, logos and other means specifically developed for the purpose of individualization of products/works/services, etc., related to the .TATAR domain ([Appendix E, Means of Individualization](#), hereto) only in accordance with a Registry Operator's guidelines for the use of corporate identity (a brandbook or any other similar document) posted on its official website:
- To let its customers and/or clients know that it acts as a domain names registrar in the .TATAR domain, including by displaying the said means of individualization on the Registrar's website;
  - while creating on its website links to pages and/or documents on the Registry Operator's website;
  - In case of holding and/or participating in marketing or other campaigns to promote the .TATAR domain;
  - Any other use of the Registry Operator's means of individualization is possible only upon a Registry Operator's prior written consent by.

8.1.2. The Registry Operator may use the Registrar's appellation (including the firm name, an abbreviated, full, etc. name) as well as emblems, logos, and other means of individualization specifically developed for the purpose of individualization of products/works/services, etc. related to domain name registration (Appendix E, Means of Individualization, hereto) in the following cases:

- To make the general public aware that the Registrar is entitled to register the .TATAR domain names, including by displaying such means of individualization on the Registry Operator's website;
- In case of holding and/or participating in marketing or other campaigns to promote the .TATAR domain;
- Any other use of the Registrar's means of individualization is possible only upon a Registrar's prior written consent.

8.2. Neither Party may transfer or sublicense (unless otherwise agreed by the Parties in a supplementary agreement) the granted right to use trade names, emblems, brands, logos, names and other means specifically developed for the purpose of individualization of products/works/services related to domain name registration (for the Registrar) or with the activities of the .TATAR registry operator (for the Registry Operator).

8.3. Any and all intangible assets received through the use of the means of individualization shall be used for the benefit of the Party that owns such a means of individualization. Neither Party shall challenge the legitimacy or attempt to register any means of individualization of the other Party, nor shall it develop and use any derivative, similar or misleading trademarks (service marks), trade names, emblems, brands, logos, names or their combinations, etc. with the use of the other Party's means of individualization.

8.4. The Parties undertake to use each other's intellectual property (including the means of individualization) without changing, modifying and/or altering them in any way whatsoever, in a manner and to the extent as agreed by the Parties in this Agreement and other instruments.

8.5. Nothing herein shall be interpreted and construed as a transfer of exclusive (property) rights and/or copyright with respect to the intellectual property. Each Party will continue to independently own, use and control its intellectual property, including the means of individualization (trademarks, service marks, trade names, names, emblems, logos, brands, etc.), patents, copyright, rights to software and databases, commercial secrets, know-how, trade and industrial secrets, etc., as well as any other forms and results of intellectual activity.

## **9. COST OF REGISTRY SERVICES AND SETTLEMENT PROCEDURES**

9.1. **Cost of Registry Services.** The Registrar shall pay for the Registry Services in accordance with prices set forth in Appendix B, Tariffs for Registry Services, hereto and Supplementary Agreements hereto.

Unless otherwise set forth in Appendix B, Tariffs for Registry Services, hereto or Supplementary Agreements hereto, the cost of the Registry Services shall, in addition to the Registry Operator's fee, be inclusive of VAT at the rate effective in the Russian Federation.

9.2. **Changing the Cost of Registry Services.** The Registry Operator may unilaterally change the cost of the Registry Services hereunder.

9.2.1. Domain name registration fee increase. In accordance with Clause 2.10. of the .TATAR gTLD Registry Agreement, the Registry Operator shall notify the Registrar in advance of any increase in the domain name registration fees (including due to expiration of any

compensations/refunds, reductions (abatements), discounts, product combinations/packages or other programs that have had a price decrease effect for registrars, except when such compensations/refunds, reductions, discounts, product combinations/packages or other programs had a limited duration, of which the Registrar was clearly and expressly notified when receiving an offer) no less than 30 (thirty) days prior to such an increase. The new (increased) Registry Services price shall take effect on the date set forth in the advance price increase notification; where the Registry Operator has failed to respect the timelines for dispatch of the notification set forth in [Clauses 9.2.1., 9.2.2. and 9.2.3.](#) hereof, the new pricing shall take effect upon expiration of a respective period from the date of dispatch of (as per the postmark).

9.2.2. Domain name renewal fee increase.

- (1) In accordance with Clause 2.10. of the .TATAR gTLD Registry Agreement, the Registry Operator undertakes to notify the Registrar in advance of any increase in the domain name renewal fee (including due to the expiration of any compensations/refunds, reductions (abatements), discounts, product combinations/packages, limited-time marketing or other programs that have had a price decrease effect) no less than 30 (thirty) days prior to such an increase, if the renewal fee after the increase is under or equal to

(A) the domain name registration fee (this condition is valid only during the first 12 (twelve) months from the commencement of the .TATAR gTLD Registry Agreement),

or

(B) the registration renewal fee of which the Registry Operator notified in advance in accordance with requirements set out in [Par. \(2\) of Clause 9.2.2.](#) hereof, but no more than 12 (twelve) months before the date of the increase.

- (2) In all other cases the Registry Operator undertakes to dispatch the Registrar an advance notification of any increase in the domain name renewal fees (including due to expiration of any compensations/refunds, reductions (abatements), discounts, product combinations/packages, limited-time marketing or other programs that have had a price decrease effect) no less than 180 (one hundred and eighty) days prior to such an increase.

9.2.3. Increase of the price of other Registry Services. The Registry Operator shall notify the Registrar in advance of any increase in any other Registry Services not referred to in [Clauses 9.2.1. and 9.2.2.](#) hereof (including due to expiration of any compensations/refunds, reductions (abatements), discounts, product combinations/packages or other programs that have had a price decrease effect for registrars, except when such compensations/refunds, reductions, discounts, product combinations/packages or other programs had a limited duration, of which the Registrar was clearly and expressly notified when receiving an offer) in no less than 30 (thirty) days prior to such an increase.

9.2.4. The new (increased) price of the Registry Services shall take effect on the date set forth in the advance notification thereof; where the Registry Operator had dispatched the notification in violation of the timelines set forth in [Clauses 9.2.1., 9.2.2. and 9.2.3.](#) hereof, the new pricing shall take effect upon expiration of a respective period from the date of dispatch of the notification (as per the postmark).

- 9.2.5. The Registry Operator can notify the Registrar of any reduction in the Registry Services fee (including short-term reductions due to time-limited discounts, abatements, combinations of the Registry Services and other programs, as well as long-term reductions) by dispatching a respective notification thereof by email or by publishing a respective update thereof on its official website no later than 1 (one) calendar day prior to such a reduction or from the date of the signing by the Parties a supplementary agreement hereto.
- 9.3. **ICANN Variable Accreditation Fees.** For the cases set forth in Clause 6.3. of the TATAR gTLD Registry Agreement, the Registry Operator may charge the Registrar an ICANN variable accreditation fee(s) on the basis of an invoice received from ICANN. The Registrar undertakes to honor an invoice for ICANN variable accreditation fee(s) within 10 (ten) business days upon receipt a copy thereof from the Registry Operator by email. The Registry Operator shall be at liberty to impose sanctions in accordance with **Clauses 9.6.8.** and **9.6.9.** hereof in the event of any delay in clearing such an invoice.
- 9.4. **Settlement Procedure.** All settlements hereunder shall be made in the form of bank transfers. The remittance order shall be issued by the Registrar and include at a minimum the reference number of this Agreement. The processing fees (payable to banks or other institutions or organizations involved in money transfers) shall be covered by the payer.
- 9.5. **Currency of the Agreement and Payment Currency.** The Registry Services fees hereunder shall be quoted in rubles (the Currency of the Agreement). Payment for Registry Services fees provided hereunder (Payment Currency) shall be effected in rubles, while registrars that are not Russian residents may do so in US Dollars.

Where the payment for the Registry Services has been made in US Dollars, the payment received will be converted into rubles (the Currency of the Agreement) at a Central Bank of the Russian Federation's RUB/USD exchange rate as of the date the payment is credited to the Technical Center's settlement account.

- 9.6. **Terms and Procedures of Payment for the Registry Services.** All the Registry Services hereunder are provided on the basis of advance payment and on condition of the absence of any payment arrears.
- 9.6.1. The Registrar shall make the first advance payment for the Registry Services in the amount of no less RUB 50,000 (fifty thousand rubles), VAT included (18%) – RUB 7,627 (seven thousand six hundred and twenty seven rubles).
- 9.6.2. From then onwards, the Registrar shall independently determine the size of next advance payments for the Registry Services. Invoices for advance payments will be issued by the Technical Center for any amounts the Registrar set forth by in a respective request; and electronic copies of such invoices will be dispatched to the Registrar by email. The Registry Operator shall mail hard copies invoices paid by the Registrar to the Registrar's postal address only on the latter's request.
- 9.6.3. The Registry Services shall be provided sequentially depending on the time of receipt of an application (down to milliseconds) (for Auto-Renew, with account of the domain name registration term). The Registrar's account is debited while a given Registry service is provided.
- 9.6.4. The Registry Operator may immediately and without prior notice suspend the delivery of a part of the Registry Services to the Registrar (cease operations in the Registry billable under Appendix B, Tariffs for Registry Services, hereto with all or a part of the Registrar's applications already received through the Registry System and/or suspend all or a part of new Registrar's applications submitted through the Registry System for

carrying out billable Registry operations) if there is no sufficient amount of yet not debited funds (in accordance with Appendix B, Tariffs for Registry Services hereto) on the Registrar's balance to satisfy such applications.).

9.6.5. The Registry Operator may (albeit not obligated) to provide periodically or continuously, on the Registrar's request, non-prepaid Registry Services to the Registrar. The Registry Operator shall determine the terms and conditions for providing non-prepaid Registry Services at its sole discretion on a case-by-case basis and may set (i) a cap on provision of such non-prepaid Registry Services and/or (ii) the term of provision the non-prepaid Registry Services and/or both. Before providing the non-prepaid Registry Services, the Registry Operator may demand the Registrar's consent to conditions of provision of the non-prepaid Registry Services and/or a written guarantee (obligation) to repay in full all the debt for the provided Registry Services. The Registrar undertakes to clear the Registry Operator' invoice for the Registry Services provided within 3 (three) bank days from the date of dispatch by the Registry Operator of a copy of the invoice to the Registrar by email.

9.6.6. In the event of the Registrar's late payment for the non-prepaid Registry Services, the Registry Operator may immediately and without prior notice suspend delivery of a part of the Registry Services (cease operations in the Registry billable under Appendix B, Tariffs for Registry Services, hereto with all or a part of the Registrar's applications already received through the Registry System and/or suspend all or a part of new Registrar's applications submitted through the Registry System for carrying out billable Registry operations) and/or hereto) and/or levy a fine on the Registrar in the amount of 1% (one percent) of the invoice amount per each day of delay.

9.6.7. Where the payment for the non-prepaid Registry Services is overdue by more than 15 (fifteen) days, the Registry Operator may terminate this Agreement in accordance with [Clause 14.3.2.](#) hereof.

9.7. **Offset of Liabilities.** The Registrar shall make all payments hereunder in a timely manner regardless of the existence or absence of any debts of the Registry Operator to the Registrar under this Agreement and/or any other contracts between the Parties and regardless of any disputes (financial or otherwise) between the Parties, etc. The Parties may offset mutual claims only on the Registry Operator's written consent thereto.

9.8. **Registry Service Consumption and Payment Records.** The Registry Operator shall keep a record of the Registrar's consumption of and payments for the Registry Services and undertakes to provide the registrar with such information (on moneys received from the Registrar and debited for the Registry Services provided) upon the Registrar's request within no more than 5 (five) business days from the moment of such a request, but no more than once a month.

The Registry Operator undertakes to record all the funds received from the Registrar within no more than 5 (five) bank days from the date of their crediting to the Registry Operator's settlement account, provided that the Registry Operator is in receipt of banking documents to identify the Registrar's payment.

9.9. **Procedure for Acceptance of Registry Services.** Where any fee-based services have been provided during a given month (in accordance with Appendix B, Tariffs for Registry Services hereto), the Registry Operator shall issue an invoice and draft an Acceptance Statement and dispatch them to the Registrar till the 10<sup>th</sup> (tenth) day of the following month, as detailed below:

- If the Registrar is a Russian resident, originals of the aforementioned documents shall be delivered by post;

- If the Registrar is not a Russian resident, digital copies of the aforementioned documents shall be dispatched by email (while their hard copies can be dispatched to the Registrar's postal addresses on its additional request).
- 9.9.1. If there are no claims or objections with respect to the Registry Services provided
- where the Registrar is a Russian resident, the Registrar shall sign the hard copies of the Acceptance Statements within 3 (three) business days upon their receipt and promptly send one hard copy of the signed and dated Acceptance Statement to the Registry Operator (the hard copy thereof shall be dispatched to the postal address, while a scanned/photocopied version shall be sent by email);
  - where the Registrar is not a Russian resident, the Registrar shall print and sign the Acceptance Statement within 3 (three) business days after receiving it by email and promptly send one hard copy of the signed and dated Acceptance Statement to the Registry Operator (the original shall be dispatched to the postal address, while a scanned/photocopied version shall be sent by email).
- 9.9.2. If the Registrar has any claims or objections with respect to the Registry Services provided, the Registrar shall deliver within 3 (three) business days after receiving the Acceptance Statement (a hard copy thereof, where the Registrar is a Russian resident, and a digital version if the Registrar is not a Russian resident) a substantiated written refusal to sign the Acceptance Statement to the Registry Operator (the original shall be dispatched to the postal address, while a scanned/photocopied version shall be sent by email).
- 9.9.3. The Registry Operator undertakes to review the Registrar's substantiated written refusal to sign the Acceptance Statement within no more than 30 (thirty) calendar days.
- If the Registrar's refusal to accept the provided Registry Services was recognized to be justified, the Registry Operator shall
- Rectify the detected shortcomings whenever possible at its own expense;
- and/or
- Complete a respective reassessment of the cost of the Registry Services provided.
- Upon the fact of rectification of the shortcomings and/or reassessment of the cost of the Registry Services provided, the Registrar shall sign an Acceptance Statement.
- 9.9.4. Where the scanned/photocopied version of the Registrar's written substantiated refusal to sign the Acceptance Statement has failed to reach the Registry Operator's email account within 3 (three) business days from the moment the Registrar received the Acceptance Statement (in hard copy, if the Registrar is a Russian resident, and a digital version thereof if the Registrar is not a Russian resident), all the Registry Services shall be deemed to have been provided by the Registry Operator in due time, adequately and to the fullest extent, while the Acceptance Statement shall be deemed to have been signed by the Registrar.
- 9.9.5. The Registrar shall at its own discretion monitor timely receipt of hard-copy invoices (payment invoices), statements and other accounting documents from the Registry Operator. The Registrar undertakes to reimburse the Registry Operator's expenses incurred in connection with a second dispatch, upon the Registrar's request, of hard-copy invoices (payment invoices), statements and other accounting documents for the last or previous reporting periods basing on a Registry Operator's respective invoice .

## 10. CONFIDENTIAL INFORMATION

10.1. The Parties undertake to keep secret and refrain from disclosing to any third party that is not directly involved in performing this Agreement confidential information to which they may gain access in connection with this Agreement in accordance with Appendix A, Non-Disclosure Agreement, hereto.

## 11. LIABILITY

11.1. **Protection of the Registry Operator against Losses.** The Registry Operator shall not be held liable for any Registrar's transactions and/or contracts and/or agreements and/or covenants and/or liabilities with respect to any third party. The Registrar hereby guarantees, agrees and undertakes to safeguard, hold free and harmless and protect the Registry Operator (including all subsidiary and associated companies, branches, representatives offices, affiliated companies, contractors and subcontractors, as well as their respective directors, executives, legal and authorized representatives, trustees, agents, legal successors, etc.) from any liability arising from any third-party's claims, demands, and lawsuits, any pretrial and trial proceedings, any decisions or resolutions by any competent and/or authorized bodies and organizations, including the judiciary (hereinafter referred to as the "Claims")

- (a) With respect to any Registrar's services (including Registrar Services), works, products and/or goods;
- (b) With respect to any agreement (including a dispute resolutions policy/procedure) signed by the Registrar with any registrant, client, customer, reseller, partner or registrar;
- (c) With respect to the Registrar's domain name registration operations by, including, but not limited to, Registrar's advertising, application process for a domain name registration or renewal of an already registered domain name, or other applications, systems and processes, collected payments, accounting policies and billing practices, and servicing clients, registrants, and customers.

The Registrar hereby guarantees, agrees and undertakes to fully compensate and reimburse the Registry Operator for any and all losses, expenses, expenditures, spending, costs, etc. (including reasonable attorney fees, justified legal fees and overhead expenses) incurred by the Registry Operator in connection with any such Claim within 20 (twenty) days upon the Registry Operator having made a claim for reimbursement. In the event that the Registrar fails to respect the aforementioned timeline for compensating the Registry Operator for any losses, expenses, expenditure, spending, costs, etc., the Registry Operator may levy sanctions in accordance with [Clauses 9.6.7. и 9.6.8.](#) hereof.

The Registry Operator undertakes to notify the Registrar of any such Claim received and upon the Registrar's written request will seek to provide the Registrar with all the necessary information with respect to such a Claim and render reasonable assistance in defending against the Claim, but solely on condition the Registrar compensate the Registry Operator any and all actual and reasonable expenses incurred by the latter in connection with providing such information and rendering assistance.

The Registrar undertakes not to enter entering into any agreement or reach any compromise on any substantive demands laid out in such a Claim without a Registry Operator's prior written consent, a granting of which may not be unreasonably withheld.

11.2. **Limitation of Liability.** IN CASE OF FAILURE TO PERFORM OR AN IMPROPER PERFORMANCE OF OBLIGATIONS HEREUNDER, THE GUILTY PARTY SHALL COMPENSATE THE AFFECTED PARTY FOR DOCUMENTED ACTUAL DAMAGES CAUSED

BY SUCH A FAILURE TO PERFORM OR AN IMPROPER PERFORMANCE OF ITS OBLIGATIONS. NEITHER PARTY SHALL BE HELD LIABLE BY THE OTHER PARTY FOR ANY DAMAGES INCURRED EXCLUSIVELY DUE TO REPUDIATION OR ANY OTHER TERMINATION OF THIS AGREEMENT

UNDER NO CIRCUMSTANCES SHALL THE REGISTRY OPERATOR BE HELD LIABLE TO THE REGISTRAR FOR INDIRECT LOSSES ARISING FROM FAILURE TO PERFORM OR AN IMPROPER PERFORMANCE OF THIS AGREEMENT BY THE REGISTRY OPERATOR OR OTHERWISE RELATED TO THE REGISTRY SERVICES. THE TERM "INDIRECT LOSSES" INCLUDES, BUT IS NOT LIMITED TO, TO OPPORTUNITY COSTS, LOSS OF INCOME, PROFIT, ANTICIPATED SAVINGS, BUSINESS ACTIVITY OR REPUTATION.

THE REGISTRY OPERATOR'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF ACTUAL AND DOCUMENTED LOSSES INCURRED BY THE REGISTRAR DUE TO THE REGISTRY OPERATOR'S FAULTY ACTIONS WHEN PROVIDING THE REGISTRY SERVICES.

IN NO EVENT SHALL THE REGISTRY OPERATOR'S LIABILITY CAP EXCEED A LESSER OF THE BELOW AMOUNT (I) THE TOTAL AMOUNT PAID TO THE REGISTRY OPERATOR FOR THE REGISTRY SERVICES OVER THE PREVIOUS 12 (TWELVE) MONTHS, OR (II) RUB 100,000 (ONE HUNDRED THOUSAND RUBLES). THIS CAP LIABILITY SHALL NOT APPLY IN THE CASE OF A REGISTRY OPERATOR'S DELIBERATE BREACH OF ITS OBLIGATIONS, AS WELL AS WHEN SUCH A CAP IS NOT PERMITTED BY THE APPLICABLE LAW OF THE RUSSIAN FEDERATION.

- 11.3. **Disclaimer of Warranties.** ANY AND ALL PROGRAMS, INCLUDING, BUT NOT LIMITED TO, EPP, APIS, SOFTWARE, REGISTRAR'S TOOLKIT, SOFTWARE ELEMENTS, COMPONENTS, MODULES, ETC. (HEREINAFTER REFERRED TO AS THE REGISTRY OPERATOR'S SOFTWARE), AND/OR RIGHTS TO USE SUCH REGISTRY OPERATOR'S SOFTWARE GRANTED BY THE REGISTRY OPERATOR TO THE REGISTRAR HEREUNDER, ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. THE REGISTRY OPERATOR ASSUMES NO LIABILITY FOR INCONSISTENCY OF THE REGISTRY OPERATOR'S SOFTWARE WITH THE REGISTRAR'S REQUIREMENTS AND/OR EXPECTATIONS. THE REGISTRY OPERATOR DOES NOT WARRANT THAT (I) THE REGISTRY OPERATOR'S SOFTWARE MEETS THE REGISTRAR'S REQUIREMENTS AND/OR EXPECTATIONS (INCLUDING WITH RESPECT TO ITS QUALITY AND USER REQUIREMENTS), (II) FUNCTIONS OF THE REGISTRY OPERATOR'S SOFTWARE MEET THE REGISTRAR'S REQUIREMENTS AND/OR EXPECTATIONS, (III) THE OPERATION OF THE REGISTRY OPERATOR'S SOFTWARE WILL BE UNINTERRUPTED, WITHOUT DELAYS, OMISSIONS, BREAKS, RESPONSIVE, RELIABLE OR ERROR-FREE, (IV) OUTCOMES AND/OR MATERIALS THAT MAY BE RECEIVED WHEN USING OR IN CONNECTION WITH THE USE OF THE REGISTRY OPERATOR'S SOFTWARE WILL BE ACCURATE, CORRECT, AUTHENTIC AND RELIABLE, (V) ERRORS AND/OR DEFECTS IN REGISTRY OPERATOR'S SOFTWARE WILL BE CORRECTED, (VI) THE REGISTRY OPERATOR'S SOFTWARE IS ABSOLUTELY PROTECTED FROM VIRUSES AND MALWARE, (VII) THE REGISTRY OPERATOR'S SOFTWARE IS COMPATIBLE WITH THE REGISTRAR'S SYSTEMS AND SOFTWARE, AND (VIII) THAT THE REGISTRY OPERATOR'S SOFTWARE WILL NOT HAVE AN ADVERSE EFFECT ON THE REGISTRAR'S SYSTEMS AND SOFTWARE. IN THE EVENT OF DEFECTS OR OTHER MALFUNCTIONING WHICH HAVE ARISEN DUE TO THE USE AND/OR IN CONNECTION WITH OPERATION OF ANY OF THE REGISTRY OPERATOR'S SOFTWARE, THE REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR AND/OR CORRECTION, ETC. OF ITS OWN SYSTEMS AND SOFTWARE. THE REGISTRAR SHALL USE THE



REGISTRY OPERATOR'S SOFTWARE AND/OR RESULTS AND/OR MATERIALS OBTAINED WHILE USING REGISTRY OPERATOR'S SOFTWARE AT ITS OWN RISK.

- 11.4. **Punitive Damages.** Punitive damages envisaged herein or in the applicable law of the Russian Federation shall be deemed to have been assessed and due only upon presentation of the affected Party's written payment demand. The size of punitive damages may not be changed through arbitration. Applying sanctions does not relieve the Parties from obligations hereunder.
- 11.5. The Parties' liability not provided for herein, shall be applied in compliance with the civil law of the Russian Federation.

## 12. DISPUTE RESOLUTION AND ARBITRATION CLAUSE

12.1. Whenever possible, the Parties will seek to settle any disputes and differences between them through negotiations with a duration of 3 (three) business days. The Parties shall record the outcome of such negotiations in their email correspondence and/or minutes and/or by making an audio- or video recording thereof.

12.2. If for any reason the Parties are unable to reach agreement through negotiations, or they are unable to engage in negotiations, the Parties shall use a complaint procedure.

The complaining Party shall state its requirements in a clear and explicit manner. In addition to the requirements, the claim shall include circumstances upon which the claimant bases its claim, price, and references to provisions of the Russian Federation law, this Agreement and supplements hereto breached by the claimer, along with supporting documents and other written evidence.

The Registry Operator shall review a claim for no more than within **20 (twenty) business days** upon its receipt.

The Registrar shall review a claim for no more than **10 (ten) business days** upon its receipt.

Claims are accepted in writing only, made on the company's letterhead and signed by its head.

12.3. If the Parties fail to settle the claim out of court within 30 (thirty) business days from the moment of the start of the pre-arbitration dispute resolution procedure, the dispute shall be settled by the Moscow Court of Arbitration in accordance with the law of the Russian Federation.

12.4. This Agreement shall be governed by and construed in accordance with the substantive law of the Russian Federation.

## 13. FORCE MAJEURE

13.1. The Parties shall be relieved from liability for a partial or undue performance or a complete failure to perform its obligations hereunder where such a failure or undue performance has resulted from force majeure circumstances (including, but not limited to, riots and civil unrest, war or hostilities, emergencies, actions or inaction by government or other competent bodies and organizations, fires, lightning, flood, earthquakes, extremely unfavorable weather conditions, etc.) that commenced after the signing hereof and which the Parties were unable to reasonably foresee or prevent.

13.2. The Party affected by force majeure circumstances shall notify the other Party in writing within 5 (five) business days of the occurrence of such circumstances, their form, projected duration, as well as state performance of which of its obligations hereunder such circumstances preclude.

- 13.3. The facts set forth in such a notification shall be corroborated by a competent government authority.
- 13.4. Failure to notify, or a late notification of, deprives the respective Party of the right to plead force majeure to indemnify itself against liability for failure to perform its obligations hereunder.
- 13.5. If the aforementioned circumstances persist for more than two months or if it becomes clear to both Parties that they will persist beyond this period, the Parties shall discuss alternative ways to perform this Agreement or terminate it without compensation of losses.

## **14. TERM, AMENDMENTS AND TERMINATION**

- 14.1. **Term of the Agreement.** This Agreement is concluded for an indefinite period.
- 14.2. **Amendments and/or Supplements to the Agreement.** The Registry Operator may unilaterally amend and change the provisions of this Agreement and supplements hereto.
  - 14.2.1. The procedure for modifying and/or amending the Registry Services is set forth in [Clause 4.2.](#) hereof.
  - 14.2.2. The procedure for introducing new services and/or works is set forth in [Clause 4.3.](#) hereof.
  - 14.2.3. The procedure for changing the price of the Registry Services is set forth in [Clause 9.2.](#) hereof.
  - 14.2.4. The Registry Operator shall notify ICANN and the Registrar of any other amendments herein and supplements hereto by sending a written notification no later than 15 (fifteen) days before introducing such amendments and/or changes.
    - (a) In the event ICANN determines that such amendments and/or supplements are material or potentially material, such amendments and/or supplements shall be subject to preliminary review and approval by ICANN according to the procedure and under the terms set forth by ICANN in a respective procedure (in accordance with Clause 2.9(a) of the .TATAR gTLD Registry Agreement) and shall take effect from (whichever occurs later): either approval/consent by ICANN to such amendments and/or supplements to this Agreement or upon expiration of 15 (fifteen) calendar days from the notification date.
    - (b) In the event ICANN determines or, in accordance with Clause 2.9(a) of the .TATAR gTLD Registry Agreement, is deemed to have determined that amendments and/or supplements to this Agreement appeared immaterial, such amendments and/or supplements shall take effect from (whichever occurs later): either the date stated by the Registry Operator in the relevant written notification, or upon expiration of 15 (fifteen) days from the notification date.
  - 14.2.5. Where the Registry Operator has not received a termination notice from the Registrar before amendments and/or supplements (including modifications in and/or changes to the Registry Services, introduction of new services and/or works, and price increases of the Registry Services) take effect, all such amendments and/or supplements shall be deemed unconditionally accepted by the Registrar.
- 14.3. **Repudiation.** This Agreement may be repudiated:
  - At any time upon the Parties' mutual written agreement, wherein the Parties reconciliation of accounts, set a timeframe for performing obligations until the termination date and designate the termination date (or the procedure of its designation the termination date) and;

- by virtue of the Registrar's unilateral refusal to perform this Agreement according to the procedure and under the terms set forth in **Clause 14.3.1.** hereof;
- by virtue of the Registry Operator's unilateral refusal to perform this Agreement according to the procedure and under the terms set forth in **Clause 14.3.2.** hereof.

14.3.1. The Registrar's unilateral repudiation of obligations hereunder by shall be executed in writing by serving the Registry Operator an official notification on termination of this Agreement (with the hard copy being sent to the postal address and a copy - at the email address).

At that, should the Registrar seek to terminate this Agreement due to amendments and/or supplements hereto (**Clause 14.2.** hereof), the Registrar shall dispatch a relevant termination notice to the Registry Operator before such amendments and/or supplements take effect. Only where the Registry Operator has received a termination notice before the effective date of these amendments and/or supplements shall such amendments and/or supplements not take effect for the Registrar.

14.3.2. Unilateral repudiation of obligations hereunder by the Registry Operator shall be executed in writing by serving the Registrar an official notification of termination of this Agreement (the hard copy shall be sent to the postal address and a copy - at the email address). The Registry Operator may, but is not bound to) repudiate its obligations hereunder in the following cases:

- (a) As specifically set forth in this Agreement (**Clauses 3.1.2., 3.1.3., 6.4.1. – 6.4.3., 9.6.8.** hereof);
- (b) where the Registrar has breached this Agreement and/or the Registry Operator Rules regardless of whether or not such breaches were remedied by the Registrar):
  - Where the Registrar has breached its obligation to secure personal data processing consents from individuals (**Clause 6.7.2.** hereof);
  - Where the Registrar has failed to comply with minimum requirements to the private consent to the individual personal data processing (**Clause 6.7.2.** hereof);
  - Where the Registrar has failed to comply with minimum requirements to the content of the Registration Agreement (**Clause 6.11.6.** hereof);
- (c) The Registrar's single failure by to fulfill its obligations hereunder within 15 (fifteen) days from the dispatch by email of the Registry Operator's request (for example, failure to provide documents, information, data, etc., requested by the Registry Operator);
- (d) The Registrar's single improper performance of its obligations hereunder, if such an improper performance is not rectified within 15 (fifteen) days from the dispatch of the Registry Operator's request to this effect by email of;
- (e) The Registrar's recurrent (three or more times) failure to perform and/or improper performance of its obligations hereunder within a period equal to 90 (ninety) days;
- (f) If the of the Registrar's has failed to perform or improperly perform its obligations hereunder for more than 20 (twenty) times;

- (g) In the event of any action or event, which, in the Registry Operator's opinion, may negatively affect the Registrar's ability to perform its obligations hereunder, including, but not limited to:
- A pledge holder having received the right to enforce the Registrar's pledge;
  - A lawsuit has been filed to repossess, seize or arrest the Registrar's property, rights or assets (both tangible and intangible);
  - Any lawsuit or application has been filed or any other proceedings have been initiated for the purpose of liquidation, revision, restructuring, freeze, cancellation, extension of, or relief from, any debts of the Registrar resulting from its bankruptcy or insolvency;
  - Insolvency proceedings were opened against the Registrar;
  - Reorganization of the Registrar (except for restructuring of and merger with the Registrar);
- (h) If the Registrar has been declared insolvent, unsound and/or bankrupt in accordance with any applicable insolvency or bankruptcy laws, or in the frame of its restructuring;
- (i) If any the Registry Operator has found the Registrar's representations and warranties, or information, or affirmations to the Registry Operator hereunder are inaccurate, false, or unauthentic, or misleading.

14.3.3. Unilateral repudiation procedure:

- (1) In the event the Registrar has unilaterally repudiated this Agreement, the Registry Operator shall cease providing Registry Services to the Registrar (except for the Registry Services necessary for the Registrar to transfer domain names to another registrar) within 3 (three) business days upon receipt of the Registrar's termination notice and immediately notify the Registrar to this effect by email.
- (2) In the event the Registry Operator has unilaterally repudiated this Agreement, the Registry Operator may, upon expiry of 10 (ten) business days from the date of dispatch of a notification, cease providing Registry Services to the Registrar (except for Registry Services necessary the Registrar to transfer domain names to another registrar) and immediately notify the Registrar by email to this effect.
- (3) Within 3 (three) business days upon receipt of the Registry Operator's notification on suspension of a part of the Registry Services, the Registrar shall
- Effect payment for all the Registry Services provided and reimburse all actual expenses incurred by the Registry Operator;
  - Post on all the pages of its official website information about of termination of its operation as a registrar of domain names in .TATAR and customers' operational procedure (or reference thereto) for a domain name transfer to another registrar and maintain and update this information until the date of termination of this Agreement;
  - Dispatch to the customers a notification of termination of its operations as a domain name registrar and make a reference therein of the need for a domain names transfer to another registrar and of a procedure for customers (or a references thereto) for transferring domain names services to another registrar;

- Start transferring the servicing of all registered domain names to another registrar(s) in accordance with the respective procedures established and approved by ICANN and complete the transfer within 40 (forty) calendar days.
- (4) In the presence of circumstances, which clearly evidence that the Registrar will fail to transfer the servicing of all the domain names to another registrar(s) within the established timeline, or if the Registrar has refused to perform this obligation, the Registry Operator may immediately, upon receipt of an ICANN's representation/authorization, on its own authority make necessary one-time changes in the Registry for transferring of the servicing of all the domain names to the recipient registrar.

**14.4. Termination.** This Agreement shall be terminated:

- 14.4.1. if the Registrar's ICANN Accreditation is terminated (cancelled) or not renewed due to its expiration – effective on the day the Registry Operator learns about it;
- 14.4.2. if the .TATAR gTLD Registry Agreement is terminated, unless the rights under this Agreement are not transferred to another registry operator (in accordance with [Clause 15.1.2.](#) hereof) – effective on the termination date of the .TATAR gTLD Registry Agreement;
- 14.4.3. in accordance with [Clause 3.1.4.](#) hereof;
- 14.4.4. if this Agreement is repudiated unilaterally – effective starting the next business day after the last domain name is transferred to another registrar.

**14.5. Termination Consequences.** The termination of this Agreement for any reason does not exempt the Parties from obligations arising before the termination date, including financial obligations and non-disclosure obligations with respect to trade secrets and confidential information, as well as liability for breaching the Agreement.

14.6. If the Agreement is being terminated, the Registry Operator shall be entitled to contact any and all registrants to ensure a smooth and orderly transfer of domain names to another registrar.

## **15. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

15.1. Neither Party shall assign its rights, responsibilities, obligations or right to make claims hereunder without prior written consent of the other Party (which should not be unreasonable withheld), except as detailed below:

**15.1.1. Appointing a Temporary Emergency Registry Operator.** In cases envisaged in Clause 2.13. of the .TATAR gTLD Registry Agreement, ICANN may appoint a temporary emergency registry operator and grant it the relevant authority in accordance with the established procedures. The appointment by ICANN of a temporary emergency registry operator does not constitute a breach of this Agreement by the Registry Operator and shall not be construed as such. Furthermore, the Registry Operator shall assume no liability for the actions (failure to act) of the temporary emergency registry operator and shall not be held liable to the Registrar's claims to such temporary emergency registry operator.

**15.1.2. Termination of .TATAR gTLD Registry Agreement.** In the event that the .TATAR gTLD Registry Agreement is terminated for any reason, all rights and obligations of the Registry Operator shall be transferred to another registry operator in the manner and

under the terms envisaged in Clause 4.5. of the .TATAR gTLD Registry Agreement and in accordance with the relevant procedures.

## 16. GENERAL PROVISIONS

16.1. The Parties shall communicate (correspondence, talks, etc.) in Russian (for Registrars that are residents of the Russian Federation or any CIS country) or English (for Registrar that are not residents of the Russian Federation or any other CIS country). However, any official document, including claims, shall be submitted in Russian and or as a translation into Russian certified by a notary public. Untranslated documents received by the Registry Operator (including claims) or the submission of non-certified translation shall not be deemed to be received by the Registry Operator.

16.2. The Parties shall accept notifications and messages sent by email or fax as legally binding. Such notifications and messages shall have the same status as messages and notifications in simple written form.

The only exception to this rule will be the exchange of claims and other letters, messages, documents, etc., which are made in simple written form and/or have to be executed in simple written form under this Agreement. When executed in simple written form, a document shall be drawn up on paper, signed by the head of the relevant Party or other authorized person (with credentials attached) and sent to the receiving Party's postal address.

16.3. Communication channels between the Parties:

	Registry Operator:	Registrar:
<i>Delivering/issuing and paying invoices, mutual settlements, providing accounting documents, etc.</i>		
Telephone/Fax:	+7 (499) 766-74-21	
E-mail:	<a href="mailto:billing@domain.tatar">billing@domain.tatar</a>	
<i>Operations and technical department:</i>		
Telephone/Fax:	+7 (499) 766-74-21	
E-mail:	<a href="mailto:tech@domain.tatar">tech@domain.tatar</a>	
<i>General issues, including performance hereunder:</i>		
Telephone/Fax:	+7 (499) 766-74-21	
E-mail:	<a href="mailto:support@domain.tatar">support@domain.tatar</a>	

## 17. MISCELLANEOUS

17.1. **Waivers.** No failure or delay on the part of either Party to exercise any right, privilege, power, remedy, etc. under this Agreement and/or Russian laws shall operate as a waiver of such right, privilege, power, remedy, etc., does not deprive such Party of such right, privilege, power, remedy, etc. and does not preclude any other or further exercise/use of such right, privilege, power, remedy, etc.

17.2. **Integral Part.** Any and all documents signed by the Parties (authorized representatives of the Parties) and marked as appendices or supplementary agreements hereto shall be an integral part of this Agreement.

- 17.3. **Discrepancies.** In the event of any discrepancies between the terms and conditions of this Agreement and the terms and conditions of any appendix or supplementary agreement thereto, the terms and conditions of such an appendix/supplementary agreement shall prevail.
- 17.4. **Entire Agreement.** This agreement (including all appendices/supplementary agreements thereto) constitutes an entire agreement between the Registry Operator and the Registrar with respect to the Registry Services and other issues covered by this Agreement, and supersedes any prior negotiations, understandings, obligations, representations and warranties with respect to the said issues, including any prior written or other agreements.
- 17.5. **Severability.** If a provision of this Agreement and/or appendices/supplementary agreements is deemed (fully or partially) illegal, invalid or otherwise unenforceable, all other provisions remain in full force and effect. If necessary, the Parties shall agree on the replacement of the invalid provisions by a valid one in the best interests of the Parties.
- 17.6. **Settlement.** Any and all matters that fall outside the scope of this Agreement shall be governed by ICANN Policies, Registry Operator Rules and Technical Regulations, as well as (i) bilateral agreements between the Parties, and/or (ii) applicable laws of the Russian Federation.
- 17.7. **Language.** The official language of this Agreement is Russian. This Agreement may be drawn up and executed in Russian or any other language as the Registrar may require. The Russian text (version) of the Agreement shall prevail, while the text (version) of the Agreement in another language shall bind the Parties only to the extent permitted by the Russian text (version) of the Agreement.
- 17.8. **Terms.** When there is reference to terms (including their calculation) in this Agreement or appendices/supplementary agreements thereto, such terms shall be based on Moscow time and set in accordance with Russian laws, unless otherwise envisaged in this Agreement or appendices/supplementary agreements thereto.
- 17.9. **Counterparts.** This Agreement is compiled in two identical copies, each being equally valid, with one copy for each of the Parties.

## 18. ADDRESSES, BANK DETAILS AND SIGNATURES OF THE PARTIES

### Registry Operator:

**Coordination Center of  
Regional Domain of  
Tatarstan Republic Limited  
Liability Company**

**Main State Registration  
Number 1121690015963**

**TIN 1655239930**

**Tax Registration Reason  
Code 165501001**

**Registered address:  
52 Peterburgskaya Str.,  
Kazan, Republic of Tatarstan,  
420107, Russia**

### Registrar:

Registrar's full corporate name as set forth in its incorporation/association documents

**Main State Registration Number**   
Or other registration number (for non-residents)

**TIN**

**Tax Registration Reason Code**   
If available

**Registered address:  
ZIP Code**

State the constituent entity of the Russian Federation, district, city, community, street (avenue, passage, etc.), street number, building, office (apartment, room, etc.).

**Postal address:**

52 Peterburgskaya Str.,  
Kazan, Republic of Tatarstan,  
420074, Russia

**Postal address:**

ZIP Code

State the constituent entity of the Russian Federation, district, city, community, street (avenue, passage, etc.), street number, building, office (apartment, room, etc.).

**Bank Details:**

Acc.  
40702810045519000074  
AK BARS Bank (Open  
JointStock Company), Kazan  
Cor. acc  
30101810000000000805  
BIC 049205805

**Bank Details:**

**Settlement account No.:**

Bank name and address

**Correspondent account No. (if available):**

**BIC**

Non-Russian residents provide the S.W.I.F.T. code

**IN WITNESS WHEREOF**, the Registry Operator and the Registrar, represented by duly authorized representatives, have executed this Agreement as of the aforementioned date.

**ON BEHALF OF THE REGISTRAR:**

**ON BEHALF OF THE REGISTRY OPERATOR**

General Director  
Alexander Elizarov

signature

signature

\_\_\_\_\_, 20\_\_

\_\_\_\_\_, 20\_\_

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